

Statement of Work Terms and Conditions

The following Statement of Work Terms and Conditions govern the statement of work or other work order ("SOW") between Conexsys Communications Limited or one of its Affiliates (the applicable entity identified in the SOW as providing Services is defined as "Contractor") and the client described in the SOW ("Client") and apply to all Services and Deliverables (both defined below) provided by Contractor. "Affiliate" or "Affiliates" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Conexsys Communications Limited, and its successors and assigns.

1. **Services and Deliverables.** The services to be performed by Contractor ("Services") and any deliverables to be provided by Contractor ("Deliverables") are set forth in the SOW.
2. **Fees.** Client agrees to pay Contractor the fees set forth in the SOW. Client further agrees to reimburse Contractor for actual, third party, reasonable travel and living expenses incurred by Contractor in connection with the performance of Services. Unless otherwise specified in the SOW, expenses are subject to the Contractor Travel Policy, available upon request. Client will pay or reimburse to Contractor all sales, service, value added and other taxes on the Services (other than tax imposed upon the income of Contractor). Unless otherwise set forth in the SOW, Contractor's invoices are due and payable by Client in full within thirty (30) days from the invoice date. Undisputed invoices not paid within thirty (30) days from the invoice date will bear interest from the due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Client shall also be responsible for all collection costs incurred by Contractor in connection with past due undisputed invoices.
3. **Warranties and Covenants.** Contractor covenants that it and its employees ("Contractor Personnel") will provide the Services in accordance with: (i) the prevailing standard of care exercised by consultants in the information security industry, and (ii) applicable laws and governmental regulations. If any material portion of the Services or Deliverables does not conform to the forgoing covenants, and Client notifies Contractor within fifteen (15) days of completion of the Services and delivery of Deliverables, then Contractor will work diligently to re-perform the nonconforming portion of the Services and/or Deliverables. Contractor will not be responsible for nonconformities arising from inaccurate or incomplete data or information provided by Client, for failures or delays caused by Client's failure to perform its obligations under the SOW or these Terms and Conditions, or for failures, damages or delays caused by third party hardware, software or other products. Contractor hereby waives and disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose. Client agrees to reasonably cooperate with Contractor in the performance of Services. Unless otherwise expressly stated in the SOW, the Services may be rendered at Client's, Contractor's or subcontractor's facilities or at other suitable locations.
4. **Ownership of Deliverables.** The parties agree that, except as specifically provided herein or the SOW, all Deliverables are the property of Client. Notwithstanding the foregoing, the parties agree that any know-how, processes, techniques, concepts, methodologies, tools, ideas, designs, inventions, patents, copyrights, improvements, processes, computer programs, software, source code, object code, graphics, intellectual property, information and/or pictorial representations that (i) Contractor developed prior to entering into the SOW with Client; (ii) is or are developed separate and apart from the SOW and Services at any time by Contractor, or (iii) led to or produced the results of the Services or that were otherwise used by Contractor to provide the Services (collectively, "Contractor Intellectual Property") shall not be considered work for hire and shall remain the exclusive property of Contractor. For purposes of clarity, all software tools and code used to install and implement a third party vendor's software, is deemed Contractor Intellectual Property. In the event Contractor Intellectual Property is incorporated into any Deliverables, Contractor grants Client an irrevocable, nonexclusive, royalty-free, limited license for Client to use Contractor Intellectual Property to the extent necessary to use such Deliverable for its internal purposes only.
5. **Confidential Information.**
 - 5.1. **Defined.** "Confidential Information," as used herein, means all information proprietary to a party or its affiliates any of its customers or suppliers that is marked as confidential or that due to its nature is known or in good faith should be known to be confidential. Confidential Information of Client will be deemed to include, without limitation, all confidential Client data to which Contractor obtains access by performing the Services and any Deliverable containing such data. Confidential Information of Contractor will be deemed to include, without limitation, all Contractor Intellectual Property. The obligations of the party ("Receiving Party") that receives Confidential Information of the other party ("Disclosing Party") shall not apply to Confidential Information: (i) generally available to the public at any time at no fault of the Receiving Party, (ii) furnished at any time to the Receiving Party by a third party having the right to furnish it with no obligation of confidentiality to the Disclosing Party, (iii) independently developed by the Receiving Party by individuals not having access to the Confidential Information of the Disclosing Party, (iv) approved for use or disclosure by written authorization from the Disclosing Party or (v) required to be disclosed pursuant to a valid order by a court or other governmental entity with jurisdiction, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such order in order to permit the Disclosing Party to challenge such disclosure.
 - 5.2. **Obligations.** The Receiving Party agrees not to disclose or use any Confidential Information of the Disclosing Party in violation hereof and to use Confidential Information of the Disclosing Party solely for the purposes hereof. Upon demand by the Disclosing Party, the Receiving Party shall return to the Disclosing Party all copies of the Disclosing Party's Confidential Information in the Receiving Party's possession or control and destroy all derivatives and other vestiges of the Disclosing Party's Confidential Information; provided that the Receiving Party may retain one archival copy solely for the purpose of administering its obligations under the SOW; and provided further that Client may retain any Deliverables subject to any license set forth herein. All Confidential Information of the Disclosing Party shall remain the exclusive property of the Disclosing Party. The Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, officers, directors and representatives who have a reasonable need to know such Confidential Information in connection with the Services.
 - 5.3. **Injunction.** Both parties agree that violation of any provision of this Section 5 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the Disclosing Party will be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
6. **Indemnification.** Except to the extent caused by the acts, errors or omissions of the indemnified party, each party shall indemnify, defend and hold harmless the other party and its affiliates and their respective officers, directors, employees and agents from and against third party claims made against the indemnified party for death, bodily injury or physical damage to or loss or destruction of any real or tangible personal property to the extent caused by the indemnifying party's gross negligence or willful misconduct.

7. **Limitation of Liability.** In no event will either party or its affiliates (including, without limitation, Contractor's Affiliates) or suppliers, or any of their respective officers, directors, employees, or agents, be liable to the other party or its affiliates, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, loss of use or loss or corruption of data, for equipment or systems outages or downtime, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential or similar damages, arising out of or in connection with the SOW or otherwise, even if advised of the possibility of such damages. In no event will Contractor's, Contractor's Affiliates', their supplier's, or their respective officers', directors', employees' or agents' aggregate liability for all claims arising out of or in connection with the Services, Deliverables, the SOW and otherwise exceed the amount of fees actually paid by Client to Contractor under the SOW. No action regarding the Services or Deliverables, other than with respect to payments hereunder, may be brought more than one (1) year after the first to occur of either (a) the conclusion of Services and delivery of any Deliverables under the SOW, or (b) the claimant party's knowledge of the event giving rise to such cause of action.
8. **Non-Solicitation.** Client agrees that it and its affiliates, and their employees, will not, either during or for a period of twelve (12) months after termination or expiration of the SOW, solicit to hire as an employee or contractor any of Contractor's and/or Contractor's Affiliates' employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of employees. If Client or one of its affiliates hires any employee(s) of Contractor and/or Contractor's Affiliates prior to expiration of the twelve (12) month period, as an employee or contractor, Client agrees to pay to Contractor or Contractor's Affiliates, as applicable, within thirty (30) days of the hiring date, an amount equal to the person's annual compensation (including bonuses) at Contractor and/or Contractor's Affiliates at the time of his or her departure from Contractor and/or Contractor's Affiliates.
9. **Contractor's Affiliates.** Contractor's Affiliates, and/or employees of Contractor's Affiliates, may provide Services under the SOW. Such Affiliates and/or their employees that provide Services will be subject to these Terms and Conditions. Only the entity that is defined as Contractor and/or provides Services will be liable under these Terms and Conditions with respect to such Services. There shall be no joint and several liability with respect to entities that do not provide Services under these Terms and Conditions.
10. **Assignment.** Except as otherwise set forth in these Terms and Conditions, neither party may assign the SOW or these Terms and Conditions without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign the SOW or these Terms and Conditions without consent to any parent, subsidiary or other affiliate, in connection with a merger involving any of its affiliates or in connection with an acquisition of all or substantially all of such party's assets or equity interests. In addition, Contractor may assign the SOW or these Terms and Conditions to an Affiliate.
11. **Notices.** All notices and other communications hereunder will be in writing and deemed delivered one (1) day after being sent by a nationally recognized overnight courier service or three (3) days after being sent certified U.S. mail, return receipt requested, postage prepaid. All notices and other communications hereunder will be given to the party at the address indicated in the SOW.
12. **Governing Law.** The SOW and these Terms and Conditions will be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario, Canada, excluding conflicts of law principles. Exclusive jurisdiction for any lawsuit or claim in connection with the SOW and these Terms and Conditions shall be in the province or federal courts of the Province of Ontario.
13. **Execution in Counterparts.** The SOW may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of the SOW by electronic transmission or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of the SOW in electronic form.
14. **Miscellaneous.** These Terms and Conditions are made a part of and incorporated into the SOW. The SOW and these Terms and Conditions constitute the entire agreement between the parties with respect to its subject matter. These Terms and Conditions shall govern in the event of a direct conflict with the SOW unless the SOW expressly specifies that the SOW shall control in the event of a direct conflict. During the term of the SOW, a purchase order, acknowledgment form or similar routine document may be used. The parties agree that any provisions of such routine documents, which purport to add to or change, or which conflict with the provisions of the SOW or these Terms and Conditions shall be deemed deleted and have no force or effect. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof. In the event a court of competent jurisdiction holds any provision of the SOW or these Terms and Conditions invalid or unenforceable, the remainder of the SOW and these Terms and Conditions will continue in effect. Each party agrees that it will not, without prior written consent of the other party, use in advertising or other publicity the name of the other party. Neither party is liable for non-performance under the SOW and these Terms and Conditions to the extent to which the non-performance is caused by events or conditions beyond that party's control; provided, however, this shall not apply to either party's obligations with respect to payments pursuant to the terms of the SOW and these Terms and Conditions.