

## INDEPENDENT CONTRACTOR GENERAL TERMS AND CONDITIONS (CANADA)

These Independent Contractor General Terms and Conditions (Canada) (“**General Terms**”) are incorporated into and part of the Independent Contractor Master Services Agreement (Canada) between Contractor and SONIFI (the “**Agreement**”).

### Section 1. **Services.**

1.1 **Statements of Work.** Pursuant to the Agreement, SONIFI may offer Contractor the opportunity to perform professional services and to provide deliverables as set forth in written purchase orders and/or statements of work (each, a “**PO**” and, collectively “**POs**”) for SONIFI customers (individually, a “**Customer Facility**” and, collectively, “**Customer Facilities**”) (such services and deliverables delineated in a PO, the “**Services**”). No PO is effective until it has been executed by both Parties. Contractor shall perform the Services as provided in the applicable PO, including any Change Order signed by both Parties. The Parties agree that time is of the essence in the performance of the Services.

1.2 **Travel.** Contractor agrees to travel to the location identified in a PO at Contractor’s sole expense to perform the Services, unless otherwise specified in the applicable PO.

1.3 **Performance of Services.** Contractor agrees to perform all Services in a professional and workmanlike manner and in accordance with these Terms and Conditions, generally accepted industry standards, and any additional terms and conditions as set forth in the applicable PO.

1.4 **Forms.** Contractor will complete and promptly return to SONIFI all forms and other documents required by SONIFI with respect to the performance of Services (“**Forms**”), as such Forms may change from time to time in SONIFI’s sole discretion. **Contractor shall not be entitled to any payment for Services unless all Forms are completed accurately and submitted to and accepted by SONIFI (including, without limitation, as set forth in Subsection 5.2).**

1.5 **Change Orders. The following is a material term of the Agreement.** Contractor shall submit a Change Order substantially in the form specified by SONIFI for such purpose if any of the following occur: (i) additional or different Services (*i.e.*, other than as stated in the applicable PO) are needed; (ii) a site survey performed by SONIFI or Contractor is incorrect (provided, however, Contractor acknowledges that it may be responsible for additional costs resulting from inaccurate site surveys if Contractor performed the site survey); or (iii) the equipment and materials furnished or delivered to Contractor by SONIFI or delivered directly to a Customer Facility by SONIFI (collectively, in either case, the “**Equipment**”) do not conform to the hardware and materials specified in the applicable SOW; or (iv) additional or different Equipment is required to meet the specifications set forth in the applicable SOW. **Contractor shall not be entitled to any modification of the terms of a PO (including, for example, additional payment) unless a Change Order has been signed by a member of the SONIFI Management team or other authorized SONIFI representative.**

1.6 **No Right to Work.** It is understood that no promises or representations whatsoever have been made as to the potential number or financial value of POs that Contractor can expect at any time during the Term of the Agreement. This Agreement does not provide any right to Contractor to be offered any minimum number of SOWs, or any minimum value of Services under any SOWs.

### Section 2. **Insurance.**

2.1 **Types of Coverage.** Contractor, at its sole cost and expense, shall procure and maintain through the Term and the term of all POs the following minimum insurance coverages. Coverage limits may be provided through combination with applicable excess or umbrella coverage. Additional coverage may be required in certain circumstances, as specified in the applicable SOW. Amounts indicated below are in Canadian dollars.

(a) Commercial General Liability coverage including, without limitation, coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, Employer’s Liability, and Personal/Advertising

Injury with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;

(b) Workers’ Compensation or similar employee benefit act coverage with statutory limits as prescribed by the law of the province(s) in which the Services are performed;

(c) Commercial Automobile Liability coverage that includes coverage for all owned, hired and non-owned vehicles with limits not less than the statutory limits for the province(s) in which the Services are performed; and

(d) Professional Liability / Errors & Omissions Insurance with limits of not less than one million dollars (\$1,000,000) per claim and aggregate.

2.2 **Minimum Standards.** All insurance shall be evidenced by a certificate of insurance acceptable to SONIFI. Such certificate shall be issued by an insurance carrier with an A.M. Best rating of “A-” or better and shall be provided, with such endorsements as required hereunder, to SONIFI within ten (10) business days from the Effective Date, and prior to performing any work on behalf of SONIFI, Personnel shall provide SONIFI with a Certificate of Insurance, which names SONIFI and its directors, officers, employees and agents as additional insureds as described below. Such insurance certificate shall provide that SONIFI shall be notified of Contractor’s failure to renew any policy listed on the certificate not later than the anniversary date for each policy, throughout the Term and the term of each SOW.

2.3 **Additional Insured.** All Contractor insurance policies and coverages required by this Section 2 (except Workers’ Compensation) shall designate SONIFI and its affiliates and subsidiaries and their respective directors, officers, employees, customers and agents as additional insureds (all hereinafter referred to in this provision as “**Additional Insureds**”). All such insurance must be primary and non-contributory and claim payment must be paid prior to any other insurance or self-insurance available. Any other coverage available to the Additional Insureds shall apply on an excess basis. Contractor understands and agrees that SONIFI’s parent and subsidiary corporations are third party beneficiaries of Contractor’s obligations under this Agreement. No deductible amount on any insurance policy required by this Section 2 shall exceed ten percent (10%) of the coverage amount of the policy.

2.4 **Waiver of Subrogation.** All insurance required by this Section 2 shall provide for waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity notwithstanding the fact that such person or entity would otherwise have had a contractual or other duty of indemnification, did not pay the insurance premium directly or indirectly, and did or did not have an insurable interest in the property that was damaged.

### Section 3. **Fees and Payment.**

3.1 **Rate Sheet.** SONIFI shall pay Contractor for completed Services in accordance with the fees, costs and charges set forth in a SOW, or if not specified in the applicable SOW, in accordance with the SONIFI Rate Sheet in effect at the time the PO is executed. SONIFI shall provide Contractor with the current Rate Sheet within thirty (30) days of the Effective Date. SONIFI may update such Rate Sheet in its discretion from time to time by providing Contractor with such updated Rate Sheet.

3.2 **Invoicing.** Within two (2) business days after completion of Services pursuant to a SOW, Contractor shall notify SONIFI of such fact and submit all required paperwork to SONIFI, including without limitation, Contractor’s invoice(s) for Services rendered. SONIFI shall inspect the work performed by Contractor and, if satisfactory, certify such invoice for payment. If such work is certified as satisfactory, Contractor shall be paid within the timeframe specified in a PO or as otherwise agreed upon in writing by SONIFI and Contractor. Unless specified otherwise in the applicable SOW, invoices shall be payable within 60 days from receipt. **No payment will be made by (or due from) SONIFI for services performed by Contractor not specified in a PO unless such services are covered by a signed Change Order as described in Subsection 1.5 above, and**

**Contractor waives any claims for payment it may have from time to time with respect to any such work it may perform outside the scope of a PO or a signed Change Order.**

3.3 **Right of Offset.** SONIFI shall be entitled to deduct any amounts owing to SONIFI from payments made pursuant to an invoice submitted by Contractor.

**Section 4. Term.** The term of this Agreement shall commence on the Effective Date, and shall continue until terminated as set forth herein.

**Section 5. Contractor's Administrative Responsibilities.**

5.1 **Books and Records.** Contractor shall maintain complete and accurate books and records concerning all POs and the Services performed pursuant to this Agreement in the preceding three-year period, including such records as SONIFI shall from time to time require. Contractor agrees to permit SONIFI or its representative access to such books and records related to the Agreement at any time upon notice from SONIFI to Contractor for the purpose of determining Contractor's compliance with its obligations under the Agreement. In addition to accessing Contractor's books and records related to this Agreement, SONIFI shall have the right to conduct inspections of Contractor's office, warehouse and storage locations upon notice to Contractor for the purpose of ensuring Contractor's compliance with its obligations under the Agreement. At SONIFI's request upon expiration or termination of the Agreement, Contractor shall immediately deliver to SONIFI all documents and records prepared, completed and maintained pursuant to the Agreement or at SONIFI's direction relating to POs and the Services performed pursuant to the Agreement.

5.2 **Job Management.**

(a) **Calendar and Job-Tracking Software.** Upon SONIFI's request, Contractor shall use calendar and other job-tracking software solutions as specified by SONIFI from time to time, provided that SONIFI shall pay the applicable software license fees associated with the use of such solutions.

(b) **Daily Service Log.** Contractor agrees to accurately complete and submit to SONIFI a daily Services log on a form to be provided by SONIFI.

(c) **Information Regarding SOWs.** As to each SOW, Contractor will provide the following information to SONIFI: (i) timeline for completion; (ii) identification and contact information for lead and crew members; and (iii) job checklist, to be updated daily.

(d) **Site Survey.** If a PO specifies that the site survey is to be performed by Contractor, then Contractor shall deliver the site survey results to SONIFI within the timeframe specified in the applicable PO or within a pre-determined timeframe mutually agreed upon in writing by Contractor and SONIFI prior to the performance of Services. Such site survey performed by Contractor shall be accurate in all material respects, and Contractor shall be liable to SONIFI for any damages, costs and expenses caused to SONIFI or a Customer Facility by any material inaccuracy or material inaccuracies in Contractor's survey results. If the site survey was performed by SONIFI and Contractor, in good faith and after reasonable investigation, believes the site survey is inaccurate, then Contractor shall notify SONIFI of the nature of the discrepancies and shall submit a Change Order to SONIFI seeking authorization for changes to the Services necessary to fulfill the applicable SOW. If SONIFI agrees with the terms of the Change Order, SONIFI shall amend or re-issue the applicable PO as modified by the Change Order or as otherwise agreed.

5.3 **Appearance and Standards of Performance.** Contractor shall strictly follow and shall cause all employees and authorized independent contractors providing Services to strictly follow, the standards of performance as set forth below, or in any applicable SOW. Contractor will remove any employee, or subcontractor from performing Services who, in SONIFI's sole and absolute judgment, is not qualified in all respects to perform Services. Qualifications to perform Services shall include, but not be limited to, customer-relations skills, technical skills and adherence to all

Standards of Performance. All Contractor and subcontractor vehicles used in the performance of Services must be (a) professional in appearance, (b) damage free and (c) capable of performing the Services set forth in a PO in strict conformance with this Agreement, the applicable PO and any applicable Standards of Performance. All vehicles used by Contractor or its authorized subcontractors in performing Services shall be licensed and registered in accordance with applicable laws and regulations, at Contractor's or its subcontractors' expense, and shall be kept clean and shall be maintained in accordance with the vehicle manufacturer's specifications.

(a) "Personnel" means any individual who is not regularly employed by SONIFI as either an exempt or non-exempt employee.

(b) "Premises" means the Customer Facility where Personnel is working.

(c) At all times material hereto, Personnel shall be deemed independent contractors.

(d) Personnel shall arrive at the Premises in a timely fashion, dressed in clean and neat attire. Further, Personnel, at all times, shall act in a business-like and professional manner.

(e) Under no circumstances shall any Personnel enter any guest room or meeting room in the Customer Facility without the prior approval of the on-site SONIFI supervisor.

(f) So long as Personnel remains in any guest room performing installation activities, he or she shall ensure that the entrance door to such guest room is blocked open. For performance testing of wireless high-speed Internet access service, the entrance door to any guest room may be closed only when necessary, and only in conjunction with using approved "technician in room" signage located on the exterior side of the entrance door. If no Personnel remains in such guest room, the last to leave shall ensure that the entrance door to such guest room is closed and securely locked.

(g) Before leaving a guest room, Personnel shall check for any material, garbage, wire strippings, etc. The guest room shall be left in the same condition as Personnel found it, except for the work completed in the guest room by Personnel. Personnel shall not make use of the bathroom facilities in any guest room, under any circumstances.

(h) Personnel shall make notes on the installation form as to any and all unusual findings in the guest rooms.

(i) Personnel shall not disturb a guest room that has the "Do Not Disturb" sign posted or that is dead-bolted.

(j) Without limitation to Section 2, above, as independent contractors Personnel shall maintain and be responsible for their own insurance, workers' compensation and otherwise, for any and all injuries sustained on the job. Any accidents sustained while working in a Customer Facility shall be reported to the SONIFI project supervisor immediately. Personnel specifically acknowledge that SONIFI shall not be responsible for any injuries and/or subsequent necessary medical care sustained by Personnel while performing work for SONIFI.

(k) Personnel shall wear ID badges in a conspicuous manner at all times while at a Customer Facility, as described in Subsection 5.4, below.

(l) Personnel shall not engage in offensive or objectionable conduct while in or around a Customer Facility, including, but not limited to, shouting, profanity, lewd or boisterous behavior, or offensive gesturing. Further, Personnel shall not, at any time, behave or conduct themselves in an argumentative, confrontational or threatening manner.

(m) Personnel shall at all times treat the Customer Facility and the tangible property of the Customer Facility with reasonable care, as well as the tangible property of Customer Facility's guests, invitees and representatives.

(n) Personnel shall not smoke in or around a Customer Facility, unless permitted by Customer Facility regulations, rules, standards or guidelines, and any such permitted smoking is done in a designated smoking area.

(o) Personnel shall not consume alcoholic beverages on the premises of a Customer Facility while on duty, nor shall Personnel report to work under the influence of alcohol or illegal drugs or narcotics. Further, Personnel shall not remain in the public areas of a Customer Facility while under the influence of alcohol or illegal drugs or narcotics. Personnel shall adhere to all federal, provincial, and local laws as they apply to alcohol consumption and drug or narcotic use.

(p) Personnel shall not possess, at any time, illegal drugs or narcotics while on the premises of a Customer Facility. Nor shall Personnel, at any time, enter or remain on the premises of a Customer Facility while under the influence of illegal drugs or narcotics, including, without limitation, prescription or non-prescription drugs that would reasonably be expected to adversely affect their ability to perform their job or render them a threat to the safety of themselves or others.

(q) If Personnel is in possession of any type of Customer Facility key, master pass-key or otherwise, it shall be promptly returned to the SONIFI on-site supervisor when said Personnel has finished entering guest rooms each day. At no time shall Personnel leave a Customer Facility with keys to Customer Facility guest rooms.

(r) Any and all contact that needs to be made with Customer Facility employees or management concerning the Customer Facility, the installation or any part of the installation shall be done only by or in coordination with the SONIFI on-site supervisor or any other authorized SONIFI employee.

(s) Personnel shall check all hallways for waste and miscellaneous hardware before moving on to the next floor and at the end of every day.

(t) Personnel shall return all SONIFI material before leaving a Customer Facility.

(u) Personnel shall notify the SONIFI on-site supervisor or other authorized SONIFI employee when leaving a Customer Facility and when they shall return.

(v) Personnel shall not engage in gambling or any illegal activities while on the premises of a Customer Facility.

(w) Personnel warrants and represents that he or she is eligible to work in the country and province where a job or project is to be performed and Personnel further warrants and represents that every employee working at a Customer Facility on behalf of Personnel is eligible to work in the country and province where a job or project is to be performed. Personnel shall offer proof of work eligibility upon request.

**5.4 Identification Badges.** SONIFI will provide photo identification badges to be worn by Contractor personnel, including subcontractors, engaged in the performance of Contractor's duties under this Agreement, including all SOWs. The identification badges must be displayed by all Contractor personnel at all times while performing Services at Customer Facilities. Contractor will immediately notify SONIFI if any identification badge is lost or stolen or is damaged and needs to be replaced. Contractor will be responsible for all costs associated with lost, stolen, or damaged identification badges.

## **Section 6. Contractor Personnel.**

**6.1 Trained Personnel; Availability.** Throughout the Term, Contractor agrees to maintain an adequate number of employees and/or qualified subcontractors to fully perform its duties and responsibilities under the Agreement and all binding SOWs. At its expense, Contractor shall send staff to attend training sessions offered from time to time by SONIFI in Sioux Falls, South Dakota or such other location as is designated by SONIFI, in addition to (a) accessing SONIFI's online Knowledge Base, in each case, prior to performing Services in order to

review the latest training materials related to the Services to be furnished or delivered, and (b) performing all assigned online coursework/training within SONIFI Academy, or a successor online education and training platform designated by SONIFI, as required by SONIFI. SONIFI has no legal, equitable or contractual obligation to issue POs to Contractor if Contractor's employees, contractors, sub-contractors and agents do not keep their training current, as determined by SONIFI in its sole discretion. Contractor agrees that it will have adequate representatives available at all times during normal business hours (*i.e.*, 8:00 a.m. to 5:00 p.m., central time, Monday through Friday) for communication with SONIFI, including administrative personnel to coordinate scheduling of Services. Promptly after the Effective Date, Contractor shall furnish SONIFI with a list of persons (*i.e.*, all employees and authorized subcontractors) whom Contractor plans to utilize to perform Services. Such list shall be updated quarterly and shall designate those persons whom SONIFI may call outside of normal business hours to address performance or other issues. All persons performing Services must sign SONIFI's standard nondisclosure agreement before they will be granted access to SONIFI internal systems (including but not limited to SONIFI's virtual private network, Knowledge Base and SONIFI Academy platform) and prior to performing any Services. In addition, Contractor's employees, authorized contractors, authorized sub-contractors and authorized agents shall provide SONIFI with a written description of their skill sets and their contact information (*e.g.*, telephone number and e-mail address) and office address (or home address if a specific person does not have a separate office).

### **6.2 Background Checks, Drug Tests, and Vaccinations.**

(a) With respect to any employee, authorized contractor, authorized subcontractor or authorized agent who is assigned by Contractor to perform Contractor's duties under the Agreement and a SOW, any part of which requires entrance by the Contractor employee, authorized Contractor employee, authorized subcontractor employee or authorized agent onto Customer Facility property, Contractor represents and warrants that, at its expense:

(i) Contractor has investigated and determined that such individual is qualified, able and suitable to perform the duties assigned in a professional and workmanlike manner with care and concern for SONIFI, SONIFI's customers, third parties and any of their property;

(ii) Such individual has been required to take a drug test for cocaine, marijuana, phencyclidine, PCP, amphetamines and opiates and the results of the drug test were negative;

(iii) Such individual has been vaccinated, as required by SONIFI customer requirements, applicable laws, government orders or regulations; and

(iv) A criminal background check was performed on such individual and the check revealed no convictions for felonies or other information that would indicate that the individual is a danger to SONIFI, its customers, third parties or any of their property.

(b) Contractor further represents and warrants that with respect to any contractor, subcontractor or agent authorized by Contractor to perform Contractor's duties under the Agreement or a SOW, the contractor, subcontractor or agent, as applicable, shall be contractually obligated to represent and warrant to Contractor and SONIFI its compliance with the requirements set forth in this Subsection 6.2.

(c) SONIFI may request additional or different background checks, vaccinations and drug testing prior to signing specific POs or prior to the performance of specific Services when required by SONIFI's customer agreements or by applicable laws, government orders or regulations. Such additional or different background checks, vaccinations and/or drug tests shall be performed and completed within the timeframe specified by a PO or by SONIFI, in either case, at Contractor's expense. SONIFI, in its sole discretion, may reject Contractor's use of an employee, an authorized contractor/sub-contractor employee or an authorized agent based on (a) that person's refusal to be vaccinated or to provide proof of vaccination in accordance with applicable laws, government orders or

regulations, or (b) the results of that person's background checks and drug testing.

6.3 **Use of Subcontractors.** Contractor shall use only employees of Contractor to perform Services. If Contractor wishes to utilize a contractor, subcontractor or agent to perform Services, then Contractor must obtain the prior written or electronic approval of SONIFI to utilize such contractor, subcontractor or agent. Contractor shall be liable to SONIFI under this Agreement for such contractor, subcontractor or agent (and such contractor's, subcontractor's and agent's employees) as if such contractor, subcontractor or agent (and contractor's, subcontractor's and agent's employees) were employees of Contractor.

6.4 **Policies and Procedures.** Contractor agrees that it will comply with all reasonable SONIFI policies and procedures furnished or made available to Contractor, as amended by SONIFI from time to time in SONIFI's sole but reasonable discretion. Contractor shall ensure that SONIFI's most current policies and procedures are promptly disseminated to all Contractor personnel as applicable, including authorized contractors, subcontractors and agents, performing Services.

### **Section 7. Equipment.**

7.1 **Delivery of Equipment.** SONIFI shall deliver all Equipment needed to perform Services to the location of the Customer Facility identified in a SOW, to Contractor's designated facilities or to a SONIFI-designated storage facility, in each case as determined by SONIFI. Contractor shall notify SONIFI upon receipt of Equipment and indicate whether such Equipment is in good working order. Contractor is responsible and liable for the safety of Equipment and for any damage to or loss of Equipment stored at Contractor's designated facilities. If SONIFI delivers the Equipment to the Customer Facility site, then Contractor shall be responsible for such Equipment and liable for loss or damage to Equipment upon commencement of Services pursuant to the applicable PO until Contractor's completion and SONIFI's acceptance of such Services. If Contractor or its contractors, subcontractors or agents, as applicable, retrieve Equipment from SONIFI-designated storage facility, then Contractor is responsible and liable for the safety of such Equipment and for any damage to or loss of such Equipment from the date it or its contractors, subcontractors or agents, as applicable, take possession of the Equipment.

7.2 **Tampering.** Contractor agrees that Contractor personnel (including contractors, subcontractors and agents) will not tamper with, take apart, reverse engineer, decompile, copy or otherwise make or permit any modifications, translations or alterations to any of the Equipment, and all software and firmware stored on and embedded in the Equipment, except as expressly authorized by SONIFI in writing or electronically.

7.3 **Ownership.** As between SONIFI and Contractor, SONIFI shall have and retain sole ownership of all Equipment, and all intellectual property embodied in the Equipment, throughout the Term and thereafter and Contractor will not permit any encumbrance or lien whatsoever to be placed on the Equipment.

**Section 8. Representations and Warranties.** Contractor represents and warrants that it will at Contractor's sole expense:

8.1 obtain all permits, registrations, licenses and authorizations, not otherwise required to be obtained by the Customer Facility in Customer Facility's separate written agreement(s) with SONIFI, which may be required under any applicable federal, provincial, county or local law, rule, regulation, order or ordinance to perform the Services in accordance with the terms and conditions of the Agreement, any and all POs in effect from time to time;

8.2 promptly provide SONIFI with copies of any and all updated or renewed permits, licenses or authorizations during the Term of the Agreement and the term of each SOW;

8.3 pay and discharge all permit, registration and license fees and business, use, sales, gross receipts, income, property or other similar or different taxes or assessments which may be charged or levied upon

Contractor by reason of performance of the Services pursuant to, or arising out of or in connection with, this Agreement, a PO or a Change Order;

8.4 at all times present, and cause its authorized contractors, subcontractors and agents to present, a professional business appearance and attitude, as determined by SONIFI in its sole discretion;

8.5 perform all Services in a safe, professional and responsible manner so as to avoid injuries to or the death of its employees, authorized contractor/subcontractor employees, agent employees and the employees, guests and invitees of a Customer Facility;

8.6 perform all Services in accordance with the Agreement, all POs and all applicable Standards of Performance, SONIFI training materials, SONIFI specifications and Change Orders;

8.7 perform all Services in a safe, professional and responsible manner so as to avoid any damage to a Customer Facility and any damage to or loss of any and all personal property contained in a Customer Facility;

8.8 comply with any and all applicable federal, provincial, county and local laws, rules, regulations, orders and ordinances applicable to Contractor and its employees, contractors, subcontractors and agents concerning the Services performed pursuant to the Agreement and any POs or Change Orders, including, but not limited to, all export laws for any Equipment, all privacy and data security laws and all laws relating to signal piracy (which includes, but is not limited to, unauthorized receipt, interception, publication and/or distribution of and/or interference with, privately-owned transmissions of information);

8.9 provide and maintain all facilities, vehicles, tools and equipment, other than SONIFI Equipment (collectively, "Contractor's Equipment"), as may be necessary and proper for performing the Services pursuant to this Agreement, a PO and a Change Order, and keep Contractor's Equipment in good working order and repair at all times. SONIFI shall not have any responsibility, liability or obligation relating to Contractor's Equipment; and

8.10 purchase, procure and maintain at its expense all insurance, permits, registrations, licenses and authorizations required to perform the Services.

8.11 (a) take all commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard SONIFI and customer's data and information against unauthorized access, use, disclosure, or modification, and to meet or exceed generally accepted industry standards for best practices in information security, data backup and disaster recovery; (b) upon request, undergo an information security assessment by SONIFI's information security and compliance team; (c) keep all user identifications and passwords secure, and use all commercially reasonable measures to prevent and detect any possible unlawful or fraudulent use; (d) notify SONIFI promptly if Contractor becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party.

### **Section 9. Contractor's Warranty; Liens.**

9.1 **Warranty.** In addition to any and all covenants, representations, duties and obligations contained in this Agreement, Contractor hereby warrants and guarantees to SONIFI that all Services performed by Contractor and its contractors, subcontractors and agents will be free from defects in materials and workmanship for a period of one year from the date of SONIFI's acceptance of such Services ("Contractor's Warranty"). At SONIFI's request, Contractor agrees to investigate any claimed defects in the Services and to replace any defective hardware or defective materials and remedy any defective workmanship within a reasonable period of time not to exceed five business days after receipt of SONIFI's request. If Contractor or its contractors, subcontractors and agents, as applicable, fail to adequately perform Contractor's warranty obligations, then SONIFI shall have the right without further notice to Contractor to correct such defects in which case Contractor, at SONIFI's option, shall reimburse SONIFI for all costs and expenses SONIFI incurred

in correcting the defects or SONIFI may offset such amounts from any amounts owing to Contractor.

9.2 **Remedy of Standard Work.** At SONIFI's request, Contractor shall de-install any Equipment for which Contractor's Warranty has been breached. Such de-installation by Contractor shall be at no charge to SONIFI or the Customer Facility, and Contractor shall follow SONIFI's directions in securing or arranging for shipment of the de-installed Equipment at Contractor's expense. In any case where Contractor de-installs Equipment for SONIFI, Contractor shall complete the de-installation without a breach of the peace.

9.3 **Liens.** Contractor shall pay before delinquency all costs for Services performed or caused to be performed by Contractor pursuant to this Agreement that could result in any lien or encumbrance on Customer Facility property or SONIFI Equipment. Contractor shall keep the title to the Customer Facility property and SONIFI Equipment free of any lien or encumbrance in respect of any Services performed by Contractor or its contractors, subcontractors and agents and shall indemnify, defend and hold harmless SONIFI and its affiliates, subsidiaries and customers and their respective shareholders, directors, officers, employees and agents from and against any claims, causes of action, suits, investigations, proceedings, losses, damages, liabilities, demands and legal or other expenses (including without limitation reasonable attorneys' fees, court costs and expert witness fees) arising out of or in connection with the provision or use of materials, Contractor's Equipment, Services or labor for the Services performed by Contractor or its contractors, subcontractors and agents, as applicable. Contractor shall immediately notify SONIFI of any lien or claim of lien of which it has knowledge and shall pay any valid lien within five days, failing which SONIFI may take such action as it deems necessary to remove the lien, with the entire cost to be (i) immediately due and payable by Contractor, or (ii) deducted from any amount payable to Contractor by SONIFI, at SONIFI's election.

#### **Section 10. Termination.**

10.1 **Termination for Convenience.** Either Party may terminate the Agreement for convenience upon at least 60 days' prior written notice to the other Party; provided, however Contractor may not terminate for convenience any PO that has not been fully performed as of the date of termination of the Agreement.

10.2 **Termination for Default.** If either Party defaults in the performance of any of its material obligations or material duties hereunder or under a SOW, or breaches any representation, guarantee, covenant or warranty, and such default is not cured within ten (10) days after written notice detailing the breach, then the non-defaulting Party may terminate the Agreement or the applicable PO (without terminating the Agreement) by giving written notice to the defaulting Party.

10.3 **Automatic Termination.** The Agreement shall terminate automatically should any of the following occur, unless SONIFI notifies Contractor to the contrary in writing: (i) Contractor becomes insolvent, or voluntary or involuntary bankruptcy, insolvency or similar proceedings are instituted against Contractor; or (ii) Contractor, for more than twenty (20) consecutive days, fails to maintain operations as a going business, as determined in SONIFI's sole judgment.

10.4 **Effect of Termination.** Neither the giving of notice of termination of the Agreement nor actual termination shall release either party from its obligations to pay monies due or to become due to the other, or to complete any other unfulfilled obligations under any SOW.

**Section 11. Indemnification.** Contractor shall indemnify, defend and hold harmless SONIFI, its subsidiary companies and affiliates, their customers and its and their respective officers, directors, managers, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives, from and against any and all lawsuits, claims, causes of action, investigations, and proceedings (collectively, "Claims" and, individually, a "Claim") and all judgments, costs, losses, liabilities, damages, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorneys' fees, court costs, expert witness fees and all monies paid in the investigation, defense or settlement of any

or all of the foregoing) (collectively, "Losses") that arise out of, or are incurred in connection with: (i) Contractor's (or Contractor's employees', subcontractors' or agents') performance or failure to perform under the Agreement, a PO or a Change Order, (ii) Contractor's (or Contractor's employees', subcontractors' or agents') unlawful acts or unlawful omissions (whether or not such acts or omissions are within the scope of employment or authority of such employees, subcontractors or agents), and in each such case any direct or indirect results thereof; (iii) Contractor's breach of any representation, warranty, covenant or other commitment or provision in the Agreement, a PO or a Change Order; (iv) all purchases, contracts, debts and/or obligations made by Contractor not expressly authorized by SONIFI in writing; or (v) any claim brought by Contractor's employees, subcontractors or agents against SONIFI, its subsidiary companies and affiliates, their customers and its and their respective officers, directors, managers, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives. SONIFI shall notify Contractor in writing as soon as practicable, but in no event later than ten (10) days after receipt of any Claim or Claims for which indemnification is sought, together with such further information as is necessary for the Contractor to evaluate such Claim to the extent SONIFI is in possession or has knowledge of such information; *provided* that any delay in giving such notice later than such ten (10) days shall not preclude SONIFI from seeking indemnification or reimbursement if: (a) such delay has not materially prejudiced Contractor's ability to defend the Claim; and (b) such delay does not materially affect the amount of any Losses awarded for or paid in settlement of such Claim. Contractor shall have the right to assume full control of the defense of an Indemnified Claim, including retaining counsel of its own choosing (which counsel shall be reasonably acceptable to the SONIFI and which acceptance shall not be unreasonably withheld, conditioned or delayed), at the Contractor's sole cost and expense. Upon the assumption by Contractor of the defense of an indemnified Claim with counsel of its choosing that is reasonably acceptable to SONIFI, Contractor will not be liable for the fees and expenses of any additional counsel that may be retained by SONIFI. Contractor shall not settle any claim or consent to any judgment that entails any admission of liability or wrongdoing on the part of SONIFI or requires SONIFI to take any independent action, in each case, without the prior written consent of SONIFI. SONIFI shall cooperate with Contractor in the defense of any indemnified Claim, and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith, all at Contractor's expense. Notwithstanding the foregoing provisions, Contractor does not have any obligation to indemnify or reimburse for any Losses paid by SONIFI voluntarily, and without Contractor's prior written consent, to settle a Claim; *provided* that Contractor shall not unreasonably withhold, condition, or delay its consent to any such settlement. The provisions in this Section 11 survive expiration or termination of the Agreement indefinitely.

**Section 12. Limitation of Liability.** IN NO EVENT SHALL SONIFI OR ANY SUBSIDIARY, AFFILIATE, OR CUSTOMER OF SONIFI OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES TO CONTRACTOR (INCLUDING, WITHOUT LIMITATION, ANY PAYMENT FOR LOST BUSINESS, LOST PROFITS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, CREATION OF CLIENTELE, ADVERTISING COSTS, TERMINATION OF EMPLOYEES OR EMPLOYEE SALARIES, OVERHEAD OR FACILITIES INCURRED OR ACQUIRED BASED UPON THE BUSINESS DERIVED OR ANTICIPATED UNDER THE AGREEMENT), WHETHER FORESEEABLE OR NOT, FOR ANY REASON WHATSOEVER WHETHER OR NOT CAUSED BY SONIFI'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL ANY PROJECTIONS OR FORECASTS BY SONIFI BE BINDING AS COMMITMENTS OR PROMISES BY SONIFI. SONIFI'S ENTIRE LIABILITY FOR ANY

**CAUSE OF ACTION, SUIT OR CLAIM RELATED TO OR ARISING OUT OF THE AGREEMENT IS LIMITED TO AMOUNTS PAID BY SONIFI TO CONTRACTOR FOR SERVICES PROVIDED DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIM, SUIT OR CAUSE OF ACTION. THE PROVISIONS OF THIS SECTION 12 SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT INDEFINITELY.**

**Section 13. Confidentiality.** Contractor represents and warrants to SONIFI that Contractor and its affiliates, agents, contractors and subcontractors, together with its and their respective shareholders, members, partners, directors, officers and employees, have maintained and will maintain, in strict confidence, the terms and conditions of the Agreement and all POs and Change Orders, all financial or business plans of SONIFI, any list of current and prospective SONIFI customers, the terms of any SONIFI contract, any information relating to SONIFI products or services, SONIFI Equipment, SONIFI installation plans or schedules, or SONIFI intellectual property (including, without limitation, training materials, specifications, hardware, systems designs and architecture, software and other technology), and all data, summaries or reports relating to the foregoing, whether oral or written (collectively, "SONIFI Confidential Information"), and have not revealed, and will not reveal, the same to any entities or persons not employed by it except: (a) at the written direction of SONIFI; or (b) to its contractors, subcontractor and agents performing Services; and (c) to its auditors, attorneys and other representatives, provided in each such case the recipient agrees to be bound by the provisions of this Section 13 and in any event Contractor shall be liable to SONIFI for any breach by such persons or entities of these confidentiality provisions. Such confidentiality obligations do not apply: (i) to information that is or becomes publicly available through no violation by Contractor or any of its affiliates, agents, contractors, subcontractors or other representatives of its obligations under the Agreement; (ii) to information furnished by a third party who was not, at the time at which such information was furnished, under a legal, contractual or fiduciary obligation to keep such information confidential; (iii) to information that was in the possession of Contractor without any confidentiality obligation prior to disclosure by SONIFI; or (iv) to the extent necessary to comply with law or an order of a court of competent jurisdiction, in which event the person or entity seeking to make a disclosure shall so notify SONIFI prior to making any disclosure and in all cases shall cooperate with SONIFI if SONIFI should seek confidential treatment of such information. Contractor must use SONIFI Confidential Information only to perform its obligations under the Agreement, a PO or a Change Order, and for no other purpose. Contractor shall cause its contractors, subcontractors, and agents and its and their respective shareholders, members, partners, directors, officers, and employees to comply with the foregoing limitation and with all obligations in this Section 13. The requirements of this Section 13 supplement and do not supersede, terminate or void Contractor's confidentiality obligations under a separate nondisclosure agreement entered into by and between the Parties.

**Section 14. General Provisions.**

14.1 **Assignment.** Contractor may not assign, novate or otherwise transfer any of its rights or obligations under this Agreement, a PO or a Change Order without the prior written consent of SONIFI, which may be granted or withheld in SONIFI's sole discretion.

14.2 **Entire Agreement.** The Agreement, including these General Terms and all SOWs, Standards of Performance and Change Orders, contains the full and complete understanding between the Parties hereto and supersedes all prior understandings, whether written or oral, pertaining to the subject matter hereof.

14.3 **Amendment and Waiver.** The Agreement, including all POs and Change Orders, and all rights, remedies, covenants and obligations thereunder cannot be modified, waived or amended except in a written instrument signed by both Parties. No handwritten or other changes, additions, or deletions made by a Party on any pages of the Agreement, a PO or a Change Order are valid or binding without the written consent of the other Party.

14.4 **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Province of Ontario applicable to contracts entered into and fully performed therein without regard to its conflict of laws principles..

14.5 **Headings; Construction.** The headings contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit or describe the provisions of this Agreement or the intentions of the parties. This Agreement was mutually negotiated by the parties and no rule of construction shall be applied against either party on the basis that such party was the drafter of this Agreement.

14.6 **Survival.** Sections 5.1, 6.3, Section 8, 10, 11, 12, 13 and 14 of this Agreement shall survive the expiration or earlier termination of the Agreement as well as any other provisions of this Agreement which must reasonably survive in order to give meaning to such provision.

14.7 **Severability.** Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability or applicability, in whole or in part, of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision of this Agreement, or the application of any provision to any person or circumstances, shall to any extent be invalid or unenforceable, the provision shall be construed by limiting and reducing the provision so as to be enforceable to the fullest extent possible under then applicable law.

14.8 **Relationship of the Parties.** The Agreement is intended to create an independent contractor relationship between SONIFI and Contractor for purposes of federal, state and local law, including, without limitation, the Internal Revenue Code of 1986, as amended. Without limitation, Contractor agrees to provide SONIFI with a completed "Request for Taxpayer Identification Number and Certification" in which the applicable taxpayer identification number is identified. **Because Contractor and Contractor's employees, contractors, subcontractors and agents are not employees of SONIFI, Contractor and its employees, contractors, subcontractors and agents are not entitled to any benefits to which SONIFI employees may be entitled under SONIFI policies or as otherwise required by law, including, without limitation, workers' compensation or unemployment compensation benefits.** SONIFI will not withhold any taxes from any amounts payable to Contractor under the Agreement, a PO or a Change Order and will not make any FICA or other contributions on behalf of, or for the benefit of, Contractor, and its employees, contractors, subcontractors and agents. **Contractor is solely responsible for the payment of all state, federal and local taxes on amounts payable to Contractor under this Agreement.** Contractor shall indemnify, defend and hold harmless SONIFI for any claims relating to such payments.

[END]