

CST-GA PARTICIPANT ACCESS AGREEMENT

BETWEEN:

THE INTERNET CENTRE CANADA INC., a corporation formed under the laws of Alberta and having offices at 4130 95 Street NW, Edmonton, Alberta T6E 6H5 ("**Participant**")

AND

CANADIAN SECURE TOKEN GOVERNANCE AUTHORITY INC., a corporation incorporated under the laws of Canada ("**CST-GA**")

WHEREAS:

- A. CST-GA was incorporated for the purpose of managing the development and administration of a STIR/SHAKEN protocol and framework ("**STIR/SHAKEN**") in Canada;
- B. CST-GA entered into a contract (the "**Master Contract**") with Neustar Inc. ("**Contractor**" or "**PA**") to act as the Policy Administrator to enable STIR/SHAKEN pursuant to rules defined by CST-GA, and to provide the STIR/SHAKEN Solution (as defined in the Master Contract) and related services to Users in Canada pursuant to User Agreements;
- C. Currently, only entities that have direct access to Canadian numbering resources from the Canadian Numbering Administrator are eligible to become shareholders of CST-GA;
- D. In Compliance and Enforcement and Telecom Decision CRTC 2021-267 (the "**Decision**"), the CRTC directed CST-GA, together with telecommunications services providers ("**TSPs**") that do not have such numbering resources ("**Non-Shareholder TSPs**"), to create suitable eligibility criteria to permit Non-Shareholder TSPs that satisfy such eligibility criteria to participate in STIR/SHAKEN. The Eligibility Criteria described herein resulted from the consultations pursuant to such Decision;
- E. A review is currently underway regarding the structure and governance of CST-GA. Certain changes to such structure and governance may occur, and may impact Non-Shareholder TSPs and the terms and conditions applicable to their participation in STIR/SHAKEN, including the terms and conditions of this Agreement;
- F. Participant is a Non-Shareholder TSP, and wishes to Access the Solution as a User;
- G. Participant is required to request, through submission of CST-GA's standard application form ("**Application Form**"), that CST-GA approve its request for Access to the Solution, and that it be added to the Authorized User List in order to permit Participant to Access the Solution on the terms and conditions contained herein and in the User Agreement; and

- H. CST-GA is prepared to permit Participant, on a conditional basis and on the terms and conditions contained herein, to Access the Solution and participate in STIR/SHAKEN. Participant's ongoing participation in STIR/SHAKEN is conditional upon and subject to its agreement to any amendments or other requirements arising from the review described in Recital E above.

NOW THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.01 Definitions. In this Agreement, including the recitals set out above, unless the context otherwise requires, the following terms shall have the following meanings:

- (a) **"Access the Solution" or "Accessing the Solution"** means the authority granted to Participant by CST-GA pursuant to this Agreement to connect to the Solution on the terms and conditions contained herein, and have access thereto solely for the purpose of:
 - (i) receiving an SPC Token; and
 - (ii) Authenticating Calls;and, for greater certainty, does not include or permit Participant to Authenticate Calls for or on behalf of any third party that is not a subscriber customer, unless expressly authorized by CST-GA;
- (b) **"Affected Party"** has the meaning set out in Section 12.11;
- (c) **"Agreement"** means this Participant Access Agreement, including any appendix, attachment, schedule, exhibit or documents made a part hereof or incorporated herein by reference, and any and all amendments to this Agreement;
- (d) **"Annual Fee"** has the meaning set out in Schedule C;
- (e) **"Application Form"** has the meaning set out in the above recitals;
- (f) **"Arbitration"** has the meaning set out in Section 12.10(a);
- (g) **"Arbitration Notice"** has the meaning set out in Section 12.10(b);
- (h) **"Authorized User"** means third parties identified from time to time by CST-GA to Contractor as having authority to Access the Solution, and that are included on the Authorized User List;

- (i) **“Authorized User List”** means the list of Authorized Users delivered from time to time by CST-GA to Contractor specifying the level of access to the Solution to which each Authorized User is permitted;
- (j) **“Authenticating Calls”** the act or process through which an originating service provider implements the STIR/SHAKEN authentication service to generate an Identity header that is included in the Session Initiated Protocol (SIP) call setup signaling. The Identity header is used to attest that the calling party has a legitimate right to use the telephone number in the Asserted-Identity or From header field in the SIP message;
- (k) **“Business Day”** means any day of the week other than a Saturday, Sunday or other day on which banks operating in any province or territory of Canada are authorized by law to close;
- (l) **“Calls”** means the transmission of information (including video, pictures, audio (voice, music), messages, text, data, or combinations thereof) by use of a T/N;
- (m) **“Claimant”** has the meaning set out in Section 12.10(b);
- (n) **“Confidential Information”** means all information, materials and ideas that relate directly or indirectly to the subject matter of this Agreement or the performance by a party of its obligations hereunder (and including proprietary or confidential information of the Contractor or third parties connected or relating to the Solution), which is disclosed or otherwise provided by any party or a third party (the **“Disclosing Party”**) to any other party hereto (the **“Receiving Party”**) in writing, electronically, orally, or in any other form, whether tangible or intangible, including data, software, financial information and customer records of any party and third parties. Confidential Information shall not include any information which the Receiving Party can establish through competent written evidence:
 - (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the Receiving Party by the Disclosing Party;
 - (ii) became publicly known and made generally available after disclosure to the Receiving Party by the Disclosing Party through no breach of this Agreement by the Receiving Party; or
 - (iii) is lawfully in the possession of the Receiving Party, without an obligation of confidentiality or other restriction, at the time of disclosure;
- (o) **“CRTC”** means the Canadian Radio-television and Telecommunications Commission;
- (p) **“CST-GA Policies”** means those policies and procedures approved by CST-CA from time to time, including the Service Provider Code (SPC) Token Access

Policy, which policies and procedures shall be published by CST-GA on its website, currently located at cstga.ca;

- (q) **“Decision”** has the meaning set out in the above recitals;
- (r) **“Disclosing Party”** has the meaning set out in Section 1.01(n);
- (s) **“Effective Date”** means the latest date of execution of this Agreement by either of the Parties hereto;
- (t) **“Eligibility Criteria”** means the criteria described in the SPC Token Access Policy, which shall be published by CST-GA on its website, currently located at cstga.ca, as such criteria may be modified by CST-GA from time to time;
- (u) **“Event of Default”** has the meaning set out in Section 9.01;
- (v) **“Force Majeure Condition”** has the meaning set out in Section 12.11;
- (w) **“Governance Review”** has the meaning set out in Section 2.03;
- (x) **“Indemnified Party”** has the meaning set out in Section 11.02;
- (y) **“Initial Term”** has the meaning set out in Section 3.01;
- (z) **“Institute”** has the meaning set out in Section 12.10(a);
- (aa) **“Non-Shareholder TSP”** has the meaning set out in the above recitals;
- (bb) **“Party”** means either Participant or CST-GA, and **“Parties”** means both of them;
- (cc) **“Person”** includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, and a natural person in his capacity as trustee, executor, administrator, or other legal representative or governmental authority;
- (dd) **“Preliminary Meeting”** has the meaning set out in Section 12.10(f);
- (ee) **“Receiving Party”** has the meaning set out in Section 1.01(n);
- (ff) **“Records”** has the meaning set out in Section 7.01;
- (gg) **“Renewal Term”** has the meaning set out in Section 3.02;
- (hh) **“Rules”** has the meaning set out in Section 12.10(a);
- (ii) **“Solution”** means the total solution provided by Contractor for providing, maintaining, administering, and operating STIR/SHAKEN across Canada;
- (jj) **“Term”** means the Initial Term or a Renewal Term, as the case may be;

- (kk) “T/N” means the telephone numbers populating the Solution; and
- (ll) “**User Agreement**” means the user agreement required to be entered into between Contractor and Participant, in the form approved by CST-GA from time to time and attached as Schedule A.

- 1.02 Entire Agreement.** This Agreement, together with the agreements and other documents referred to in this Agreement, including the User Agreement, constitute the entire agreement between the parties pertaining to the subject matter herein, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter herein, except as specifically set forth in this Agreement or such other agreements and documents. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound. The failure of CST-GA to require the performance of any term of this Agreement or the waiver by CST-GA of any default under this Agreement shall not prevent a subsequent enforcement of such term and shall not be deemed to be a waiver of any subsequent breach. All waivers must be in writing and signed by CST-GA.
- 1.03 Extended Meanings.** In this Agreement, words imparting the singular include the plural and vice versa, and words imparting gender include all genders. The term “including” and “includes” mean “including without limitation” and “includes without limitation”, respectively.
- 1.04 Headings.** The division of this Agreement into articles, sections, subsections and paragraphs, and the insertion of headings, are for convenience of reference only, and shall not affect its construction or interpretation.
- 1.05 References.** References to a specified article, section, subsection, paragraph or schedule shall be construed as references to that specified article, section, subsection, paragraph or schedule to this Agreement, unless the context otherwise requires.
- 1.06 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario (and the laws of Canada applicable therein) and shall be treated in all respects as an Ontario contract.
- 1.07 Payments and Currency.** Any money to be paid or tendered by one party to another pursuant to this Agreement shall be paid by cheque, credit card or wire transfer payable to the party to whom such amount is due, unless otherwise provided in this Agreement. The word dollar and \$ sign refer to Canadian currency. Any tender of documents or money pursuant to this Agreement may be made upon the parties or their respective counsel.
- 1.08 Schedules.** The following Schedules are attached to and form part of this Agreement:

- Schedule A** Form of User Agreement
Schedule B Form of Statutory Declaration of Participant

ARTICLE 2
ACCESS TO SOLUTION

2.01 Conditional Access to Solution. Subject to the terms and conditions set forth in this Agreement, including Section 2.03, and provided that Participant:

- (a) executes and delivers this Agreement to CST-GA;
- (b) complies with the certification requirements specified in Section 2.04; and
- (c) pays the Annual Fee, as applicable;

CST-GA shall, for the limited purposes set out in Sections 2.02 and 5.01, deliver an Authorized User List to the Contractor:

- (d) identifying Participant as an Authorized User; and
- (e) indicating that Participant is entitled to Access the Solution.

Thereafter, subject to the requirements set forth in Sections 2.02 and 2.03, and provided that Participant executes and delivers a User Agreement, without limiting any other obligation or right of Participant under this Agreement, Participant shall be entitled to all rights and subject to all obligations contained in the User Agreement to Access the Solution.

2.02 Limited Access to Solution. Participant agrees that it shall Access the Solution solely to participate in STIR/SHAKEN and Authenticate Calls. For greater certainty, and without restricting any other provision of this Agreement, Participant may not otherwise access the Solution for any purpose (including connecting to, uploading, downloading, or otherwise accessing the Solution) for its own benefit or for the benefit of any Person.

2.03 Access is Conditional. CST-GA is undergoing a review of its existing structure and governance ("**Governance Review**"). The purpose of the Governance Review is to determine whether changes to such structure and governance are necessary or advisable in light of the determinations arising from the Decision regarding participation by Non-Shareholder TSPs in STIR/SHAKEN. Examples of such changes may include: (i) participation by Non-Shareholder TSPs in user groups, or other fora, to provide input on CST-GA operations, policies and procedures; and (ii) nomination by the Non-Shareholder TSPs of representatives to be appointed to the CST-GA Board. The Governance Review may result in amendments to this Agreement, or the implementation of other requirements, as may be determined by CST-GA to be necessary to implement the outcomes of the Governance Review. Participant agrees, as a condition to its ongoing Access to the Solution under this Agreement, to execute and deliver any required amendments and/or take such other steps or actions as may be reasonably required by CST-GA, acting reasonably, to implement the outcomes of the Governance Review, within thirty (30) days of written notice of same, or such other timeline as determined by

CST-GA, acting reasonably, provided such amendments, steps or actions are implemented broadly and consistently to all Non-Shareholder TSPs and on a non-discriminatory basis.

- 2.04 Certification and Compliance.** Participant shall, annually within thirty (30) days of the commencement of each calendar year, certify its compliance with the terms and conditions of this Agreement, in the form of the certification attached as Schedule B hereto, or such other form as may be provided by CST-GA from time to time. Participant shall also notify CST-GA forthwith in writing following any change to the information set out in the Application Form, or other change or circumstance that would render Participant non-compliant with any of the Eligibility Criteria. Participant acknowledges that it will be required to execute such further documentation or conduct such testing as may reasonably be determined by CST-GA or the Contractor, from time to time, to be necessary to protect the integrity of the Solution.
- 2.05 Execution of User Agreement.** Participant shall, following the execution and delivery of this Agreement and placement by CST-GA on the Authorized User List, execute and deliver the User Agreement. Participant covenants and agrees that it shall, at all times during the Term, observe, perform and discharge all of its obligations under the User Agreement.
- 2.06 Compliance with Policies.** Participant shall be subject to and shall comply at all times with all applicable CST-GA Policies. Participant confirms that it has been provided with access to the CST-GA Policies.

ARTICLE 3 TERM, TERMINATION AND RENEWAL

- 3.01 Term.** This Agreement shall commence on the Effective Date, and shall, subject to termination in accordance with Section 3.03 hereof, continue for a period of twelve (12) months from the Effective Date ("**Initial Term**").
- 3.02 Renewal.** Provided that Participant is not in default of any of its respective obligations under this Agreement or the User Agreement, and this Agreement has not terminated as contemplated in Section 3.03, this Agreement shall renew automatically on each anniversary of the Effective Date for successive terms of one (1) year each (each, a "**Renewal Term**").
- 3.03 Termination.**
- (a) Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically and immediately terminate upon:
 - (i) expiry of the thirty (30) day notice period following the delivery of notice of termination by CST-GA to Participant in the circumstances described in Section 12.03;

- (ii) the termination or expiry of the User Agreement, or the removal of Participant from the Authorized User List by CST-GA, or such Participant otherwise ceases to Access the Solution;
 - (iii) the termination or expiry of the Master Contract; or
 - (iv) the exercise by CST-GA of its rights under this Agreement, including any CST-GA Policy, that may require Contractor to terminate the User Agreement.
- (b) Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically and immediately terminate in its entirety, at the option of CST-GA upon the delivery by CST-GA of notice to Participant that an Event of Default has occurred and, if applicable, that such Event of Default has not been cured within the cure period specified in Section 9.01.
- (c) Notwithstanding the automatic renewal provided for in Section 3.02, Participant may, on not less than sixty (60) days prior written notice to CST-GA, terminate this Agreement.
- (d) Upon termination of this Agreement, Participant shall not be entitled to access the Solution for any purpose.

ARTICLE 4 ANNUAL FEE

- 4.01 Annual Fee; Invoicing.** Commencing as of the Effective Date, Participant shall pay to CST-GA, the Annual Fee in accordance with and as described in Schedule C. The Annual Fee is exclusive of applicable taxes.
- 4.02 Late Payment.** Without restricting any other right or remedy of CST-GA hereunder, any payment required to be made by Participant that is not paid and becomes overdue and payable, shall bear monthly interest calculated at the prime rate charged from time to time by CST-GA's bankers, plus three percent (3%), effective on the first day after which payment was due.
- 4.03 Amendment of Fees by CST-GA.** From time to time (but no more frequently than once in each calendar year), on not less than ninety (90) days written notice from CST-GA to Participant, CST-GA may, in its sole discretion, acting reasonably, amend the amount of the Annual Fee.

ARTICLE 5 OWNERSHIP

- 5.01 Ownership.** Participant acknowledges and agrees that, as between the Parties, all intellectual property rights associated with the Solution, and any associated data, information, or other property, tangible or intangible, including all patents, trademarks, copyrights, trade secrets and industrial designs, shall vest in and at all times remain the

property of CST-GA. All software, drawings, diagrams, specifications or other materials which may be accessed by Participant pursuant to the terms of this Agreement shall remain the property of CST-GA. All of the foregoing shall constitute "Confidential Information" of CST-GA and shall be subject to Article 6.

ARTICLE 6 CONFIDENTIALITY

- 6.01 Confidentiality.** During the Term, either Party may receive or have access to the Confidential Information of the other Party and third parties. The Receiving Party and its directors, officers or management shall not, without first receiving the Disclosing Party's written consent, disclose or otherwise directly or indirectly communicate to any third party, or use for any purpose other than the performance of its obligations under this Agreement, any Confidential Information, or information or materials developed by the Receiving Party based on the Confidential Information, that it has received or to which it has had access during the Term. Each party shall use no less than the same means (but in any event not less than reasonable means) it uses to protect its similar confidential and proprietary information to prevent the disclosure and to protect the confidentiality of the Confidential Information it receives or has access to.

ARTICLE 7 AUDITS AND INVESTIGATIONS

- 7.01 Audits.** Participant agrees that CST-GA shall have the right, on not less than seven (7) days prior notice and during normal business hours, to have its authorized representatives enter Participant's place of business to review and examine its documents, records and any other information ("**Records**") necessary for the purpose of assessing compliance of Participant with the terms and conditions of this Agreement, including CST-GA Policies, and Participant agrees that it will permit CST-GA's authorized representatives to access the Records at such time and for such purposes. CST-GA shall be responsible for its own expenses incurred in conducting any such review and examination.
- 7.02 Investigations.** Participant acknowledges and agrees that STIR/SHAKEN relies upon a community of trust in order to preserve its integrity. Participant therefore agrees that it will provide all reasonable cooperation and assistance in connection with any good faith investigation conducted by CST-GA or its representatives in connection with this Agreement or Participant's Access to the Solution.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

- 8.01 Representations and Warranties.** Participant represents and warrants to CST-GA that:
- (a) it has the full authority to enter into and perform all of its obligations under this Agreement, has read and understood this Agreement, and agrees to be bound by all of the terms, conditions and provisions of this Agreement and the End-User Agreement;

- (b) its software and/or hardware does not contain, either now or in the future, any malicious code, program, or other internal component (including, for example, software virus, software worm, software time bomb, trojan horse), which could damage, destroy or alter any information accessed through or processed by the Solution in any manner, or which could adversely affect the operation of a computer, or computer system, or its memory, used by CST-GA or other users of the Solution. Participant shall immediately advise CST-GA, in writing, upon reasonable suspicion or actual knowledge that its software or hardware may result in the harm described above; and
- (c) it complies with the Eligibility Criteria.

ARTICLE 9

EVENTS OF DEFAULT

9.01 Events of Default. The occurrence of any one of the following events (each, an “**Event of Default**”) shall constitute a breach of this Agreement:

- (a) if Participant breaches any material term, condition or covenant of this Agreement (including Section 2.03) or the User Agreement, and Participant does not cure such breach within fifteen (15) days of written notice from CST-GA of such breach;
- (b) if Participant makes default in the payment of any amount payable by it under this Agreement, or the User Agreement, when same becomes due and payable, and Participant does not cure such default within seven (7) days of written notice from CST-GA or the Contractor, as the case may be, of such default;
- (c) if CST-GA determines, in its sole discretion, that Participant’s software or hardware systems (i) become incompatible with the Solution resulting in failures of the Solution or the software or hardware systems of other users of the Solution, such failures result from Participant’s connection to the Solution independent of Participant’s incompatibility with the Solution, or (ii) Participant’s software or hardware systems otherwise constitute a threat to the Solution or the software or hardware systems of other users of the Solution and Participant does not cure such default within five (5) days of written notice from CST-GA of such default;
- (d) if any of the representations and warranties made in Article 7 shall prove at any time to be materially incorrect;
- (e) if a receiver, trustee or liquidator is appointed with respect to the affairs of, or to dispose of the assets or a substantial part of, the assets of Participant; or
- (f) if Participant makes an assignment for or takes any other action for the benefit of its creditors, or becomes, is declared or is adjudged bankrupt or insolvent, or takes the benefit of, or becomes subject to, the *Bankruptcy and Insolvency Act* (Canada) or any other similar legislation in force in any other jurisdiction relating to

bankruptcy, insolvency or legislation seeking reorganization, readjustment, arrangement, composition or similar relief.

ARTICLE 10 EXCLUSION OF WARRANTY

- 10.01** CST-GA MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR SERVICES PROVIDED TO THE PARTICIPANT BY CONTRACTOR UNDER THE USER AGREEMENT, OR WITH RESPECT TO THE PARTICIPANT'S CONNECTIVITY TO THE SOLUTION OR OTHERWISE IN RELATION TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING STATUTORILY, FROM A COURSE OF CONDUCT, PERFORMANCE OR DEALING, TRADE USAGE OR OTHERWISE, AND ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE HEREBY EXCLUDED. CST-GA DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFICIENCIES, ERRORS, DEFECTS OR NON-CONFORMITIES WILL BE OR ARE CAPABLE OF BEING CORRECTED, OR THAT CONNECTIVITY TO THE SOLUTION WILL MEET THE PARTICIPANT'S SPECIFIC REQUIREMENTS.

ARTICLE 11 LIMITATIONS OF LIABILITY

- 11.01 Limited Liability.** CST-GA's liability arising under or pursuant to this Agreement shall be limited to direct, provable damages, and shall not exceed, per claim and in the aggregate, an amount equal to the Annual Fee. Under no circumstances will CST-GA be liable to Participant for any loss of data, loss of income, loss of profit or failure to realize expected savings, or for any indirect, special, consequential, incidental, economic or punitive damages, arising directly or indirectly from breach of contract (including fundamental breach or otherwise), negligence, any act or omission of CST-GA or its representatives under this Agreement, any interruption, failure of or errors in relation to the Solution or the connection of Participant thereto or data obtained therefrom, or under any theory of law or equity, even if CST-GA had been advised of, had knowledge of, or reasonably could have foreseen the possibility of such damages.
- 11.02 No Liability.** Participant acknowledges and agrees that CST-GA is entitled, in its sole and complete discretion, to exercise oversight of Contractor's compliance with, negotiate amendments to, and terminate the Master Contract in accordance with its terms. Participant agrees that it has and shall have no cause of action of any type or character against CST-GA and that it shall make no claim, under any theory of liability, including any contract claim, for any cause whatsoever including interference with contractual relationships or any related cause of action against CST-GA for its administration, renegotiation or termination of the Master Contract.

- 11.03 Indemnification.** Participant shall indemnify and hold CST-GA, its directors, officers, employees, agents and the Shareholders (collectively, the “**Indemnified Party**”) harmless from and against any and all loss, cost, claim, liability, damage or expense (direct or indirect), plus reasonable legal fees, resulting from any claim that relates to or arises out of: (1) Authenticating Calls; (2) Participant’s access to or use of the Solution; or (3) Participant’s breach of contract, negligence or misconduct, or wrongful acts or omissions of their employees, agents, affiliates or contractors in the performance of this Agreement, and shall defend any action or suit brought against the Indemnified Party by any third party for any such loss, cost, claim, liability, damage, or expense as set forth herein.
- 11.04 Notice of Claim.** The Indemnified Party shall notify the Participant promptly in writing of any written actions, suits, claims, or demands for which the Indemnified Party claims that Participant is responsible under Section 11.02. The Indemnified Party shall cooperate, at the sole expense of Participant, in every reasonable manner with the defense or settlement of such actions, suits, claims, or demands. Participant shall not be liable under Section 11.02 for settlement by the Indemnified Party unless Participant has approved the settlement in advance or unless the defense of the action, suit, claim or demand has been tendered to Participant in writing and Participant has failed to promptly undertake the defense.

ARTICLE 12 GENERAL

- 12.01 Assignment.** Participant shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CST-GA, which consent may be unreasonably or arbitrarily withheld.
- 12.02 Notice.** All notices and other communications that are required or may be given in connection with this Agreement shall be in writing and shall be deemed received when delivered by hand to, or when received by the other Party as evidenced by a certified mail receipt, courier receipt, or, when delivered by e-mail, a “read receipt” (or similar confirmation) or a direct confirmation of receipt (by reply e-mail or other proper form of notice) from the other Party, at the following address, or such other address as a Party shall specify in a notice to the other:

CST-GA: Jacques R. Sarrazin, President
Canadian Secure Token Governance Authority Inc.
350 Palladium Dr., Suite 208
Kanata, ON K2V 1A8
Tel: 613-287-0227
Email: sarrazin@clnpc.ca

Copy to: Project Executive
Canadian Secure Token Governance Authority Inc.
350 Palladium Dr, Suite 208
Kanata, ON K2V 1A8

Tel: 613-287-0225

Email: info@cstga.ca

Copy to: J. Scott Fletcher
Gowling WLG (Canada) LLP
Barristers and Solicitors
2600 - 160 Elgin Street
Ottawa, Ontario
K1P 1C3
Tel: 613-786-0167
Email: scott.fletcher@gowlingwlg.com

Participant:

Matt Meier
The Internet Centre Canada Inc.
4130 95 Street NW,
Edmonton, Alberta T6E 6H5
Email: support@incentre.com

12.03 Regulatory; Subject to Compliance. Participant expressly acknowledges that CST-GA, its Shareholders and the Solution may be subject to certain federal and provincial statutes, and rules and regulations promulgated thereunder, as well as rules, regulations, orders, opinions, decisions and possible approval of the CRTC and other regulatory bodies having jurisdiction over CST-GA, the Shareholders and the Solution. The Parties acknowledge and agree that, notwithstanding any other provision of this Agreement, this Agreement shall be subject to amendment by CST-GA, in its sole discretion, resulting from any of those matters described in the first sentence of this Section 11.03, and CST-GA shall have no liability to Participant at law or in equity as a result of any such amendment. Notwithstanding anything to the contrary above, CST-GA may terminate this Agreement if the required amendment is, in CST-GA's sole discretion, technically or economically unfeasible, or if the regulatory change requires CST-GA to terminate this Agreement, except that, in such circumstances, CST-GA shall make commercially reasonable efforts to provide Participant at least thirty (30) days advance written notice of termination of this Agreement. CST-GA shall have no liability to Participant at law or in equity as a result of any such termination. Participant shall at all times comply with all applicable laws and, where required, obtain the approval of the appropriate regulatory and governmental tribunals. If any provision of this Agreement conflicts with any law, then, to the extent required by such law, this Agreement shall be automatically modified by such conflicting law, but shall remain in effect, subject to the termination rights of CST-GA provided in this Agreement.

12.04 Inurement. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns.

- 12.05 Further Assurances.** Participant shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required for the carrying out of this Agreement.
- 12.06 Amendments.** This Agreement may only be amended with the prior written consent of CST-GA.
- 12.07 Survival.** The following provisions survive termination or expiry of this Agreement: Articles 5, 6, 9, 10, and 11, and any other provisions which survive by operation of law or are, by their nature, intended to survive.
- 12.08 Time.** Time shall be of the essence in this Agreement.
- 12.09 Counterparts.** This Agreement may be executed in counterparts, and delivered by e-mail as a PDF or similar attachment. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.
- 12.10 Disputes.**
- (a) Should any dispute or disagreement of any kind arise with respect to this Agreement, the Parties agree that the dispute or disagreement shall be resolved by arbitration. There shall be a single arbitrator. The place of arbitration shall be in the City of Ottawa, the Province of Ontario. The arbitration shall be final and binding and shall be governed by the *Arbitration Act, 1991* (Ontario) ("**Arbitration**"). The Arbitration shall be conducted pursuant to the Arbitration Rules (the "**Rules**") of the ADR Institute of Canada Inc. (the "**Institute**"), as same may be amended from time to time, with the modifications described below;
 - (b) upon a Party's (a "**Claimant**") decision to refer the dispute to Arbitration, the Claimant shall issue a notice of arbitration in accordance with Rule 2 of the Rules (the "**Arbitration Notice**"). In addition to the requirements of Rule 2, the Arbitration Notice also shall include a list of three (3) arbitrators proposed by the claimant;
 - (c) within five (5) Business Days of delivery of the Arbitration Notice, the responding Party either shall deliver notice of its acceptance of one of the proposed arbitrators, or shall deliver to the Claimant a written list of three (3) alternate arbitrators acceptable to the responding Party. The Parties then shall have five (5) Business Days from such delivery in which to agree on the selection of the single arbitrator;
 - (d) if the Parties cannot agree on the selection of the single arbitrator within such period, then any Party may refer the selection of an arbitrator to the Institute, which shall select a single arbitrator from its commercial panel in accordance with its Rules. The selection of the arbitrator (whether by mutual agreement of the Parties or by appointment by the Institute) shall be concluded no later than fifteen (15) Business Days after delivery of the Arbitration Notice to the responding Party;

- (e) within ten (10) Business Days of the delivery of the Arbitration Notice specified in Rule 2 (as modified herein), the responding Party shall submit a written response;
- (f) within twenty (20) Business Days of the delivery of the Arbitration Notice, the Parties shall meet with the arbitrator to discuss and agree upon the matters listed in Rule 4.6 (the “**Preliminary Meeting**”). At the Preliminary Meeting, the arbitrator shall determine whether there should be an oral hearing for the presentation of the evidence or oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials (and if an oral hearing is to be held, the dates by which the Parties are to make their written submissions for consideration by the Arbitrator);
- (g) discovery shall be conducted within fifteen (15) Business Days following the Preliminary Meeting, or such longer period as may be mutually agreed between the Parties. Any disagreement as to discovery matters shall be brought to the arbitrator’s attention no later than ten (10) Business Days after the end of the period of discovery. The arbitrator shall resolve the discovery disagreement within ten (10) Business Days from the date of the notification to the arbitrator of the discovery disagreement;
- (h) if it has been determined that an oral hearing should be held, such oral hearing shall take place no more than forty-five (45) Business Days after the Preliminary Meeting;
- (i) within fifteen (15) Business Days:
 - (i) following the submission to the arbitrator of written documents; or
 - (ii) in the event that an oral hearing is held, following the conclusion of such an oral hearing,
 the arbitrator shall issue the arbitral award decision;
- (j) during the entire period of the efforts to resolve disputes under this Section, the Parties will continue to perform their obligations under this Agreement;
- (k) all the proceedings under this Section 12.10 shall be confidential and shall be subject to the confidentiality provisions described in Article 6 of this Agreement; and
- (l) this Section shall survive termination or expiration of this Agreement.

12.11 Force Majeure. No Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a force majeure condition, including fires, strikes, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, epidemics, water, the elements, labour disputes, civil disturbances, government requirements, acts of civil or military authorities, acts of God or a public enemy, or other

causes beyond its reasonable control, whether or not similar to the foregoing conditions (a "**Force Majeure Condition**"). If any Force Majeure Condition occurs, the Party whose performance fails or is delayed because of such condition (the "**Affected Party**") shall give prompt notice to the other Party and shall take reasonable steps to cure the Force Majeure Condition. Upon cessation of the Force Majeure Condition, the Affected Party shall give like notice and commence performance hereunder as promptly as reasonably practicable. Notwithstanding anything in this Agreement, in the event that a Party is unable to secure satisfactory replacement arrangements and where such delay or failure to perform has lasted for a continuous period of ninety (90) days or more as a result of the Force Majeure Condition, any Party shall have the right to terminate this Agreement, without further liability, upon written notice to the other Party.

IN WITNESS WHEREOF, each of the Parties acting with proper authority has caused this Agreement to be executed and delivered as of the Effective Date.

**CANADIAN SECURE TOKEN
GOVERNANCE AUTHORITY INC.**

Date: December 1, 2021

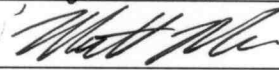
Per: 

Name: Jacques R. Sarrazin

Title: President

**THE INTERNET CENTRE CANADA
INC.**

Date: November 29, 2021

Per: 

Name: Matthew Meier

Title: President

SCHEDULE A
USER AGREEMENT

A copy of the User Agreement may be obtained from CST-GA upon request.

SCHEDULE B

FORM OF STATUTORY DECLARATION OF PARTICIPANT

I, **Matthew Meier**, of the City of **Edmonton**, in the Province/State of **Alberta**, solemnly declare for and on behalf of **The Internet Centre Canada Inc.** ("Participant"), in my capacity as **President** of Participant, that Participant is, as of the date hereof, in full compliance with each and every term of the Agreement, including the Eligibility Criteria (as defined in the Agreement).

I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing it is of the same force and effect as if made under oath.

DECLARED before me at the City of
Edmonton, in the
Province/State of Alberta,
this 29 day of November,
2021.

Signature



A Commissioner, etc.

JODI M. KEIL
BARRISTER & SOLICITOR

SCHEDULE C

ANNUAL FEE

Commencing as of the Effective Date, with respect to each annual billing period (May 1 to April 30) during the Term, Participant shall pay to CST-GA a fee for each such billing cycle ("**Annual Fee**"). As of the Effective Date, the Annual Fee is \$15,000.

CST-GA will issue invoices for the Annual Fee on or before February 1 for the subsequent billing period. This invoice is payable prior to April 15.

For any partial billing period at the commencement of the Term, the Annual Fee shall be prorated to the beginning of the nearest calendar month, for the balance of the billing period. For example, a November 15 Effective Date would be prorated for the period November 1 to April 30; a November 16 Effective Date would be prorated for the period December 1 to April 30. This invoice is payable within thirty (30) days of receipt.