

OPERATION AND MAINTENANCE SERVICES

SERVICES DESCRIPTION AND TERMS AND CONDITIONS

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PART I - AGREEMENT

General

1. These are the Operation and Maintenance Services Description and Terms and Conditions included as part of the "**Service Agreement**" between HCE Energy Inc. ("**Supplier**") and the Customer ("**Customer**") identified in a particular Services Agreement.

The Service Agreement provides for the provision by Supplier to Customer of those operation and maintenance services (the "**Services**") identified in the Service Agreement.

These Operation and Maintenance Services Description and Terms and Conditions include any other terms and conditions, policies and other provisions expressly included in the Service Agreement by the provisions of the Service Agreement and collectively constitute the "**Terms and Conditions**" applicable to the provision of the Services pursuant to the Service Agreement.

The "**Service Agreement**" includes all Terms and Conditions.

Entire Agreement, Previous Agreements and Assignment

2. The Service Agreement: (i) constitutes the entire basis, understanding and agreement between Customer and Supplier with respect to the provision by Supplier to Customer of the Services to which the Service Agreement relates; and, (ii) supersedes and merges all prior agreements, contracts, commitments, understandings, quotations, purchase orders, representations, advertising and promotional materials, correspondence and communications, whether written or oral, between Supplier and Customer with respect only to the provision by Supplier to Customer of the specific Services to which the Service Agreement relates; (iii) may not be assigned or transferred by Customer without the prior written consent of Supplier, which may be withheld; and, (iv) may be assigned by Supplier, without the consent of Customer, to the purchaser of or successor howsoever to all or substantially all of the assets or business of Supplier.

Purchase Orders

3. Notwithstanding any contrary language in any purchase order or similar document issued by Customer to Supplier with respect to the Services, any such purchase order or similar document shall be deemed and agreed to be for Customer's internal use only and the provisions thereof shall have no effect whatsoever upon the provisions of the Service Agreement or the provision of the Services.

Amendments and Interpretation

4. The Service Agreement may only be amended by a written agreement signed by the authorized representatives of Customer and Supplier. Any additional or different terms proposed by Customer or Supplier shall be of no effect unless expressly agreed to in writing by Supplier and Customer and expressly form part of the Service Agreement. Prior dealings, usage of trade and course of conduct shall not be relevant to determine the meaning of the Service Agreement. Headings in the Service Agreement shall not be considered in the interpretation of the Service Agreement. All dollar amounts in the Service Agreement are Canadian currency.

Definitions

5. In the Service Agreement the following terms shall have the meanings provided therefor below:

"**Good Industry Practices**" means, generally, the practices, methods and acts engaged in or approved by a significant portion of the utilities industry related to the Services in North America during the relevant time period, or, generally, the practices, methods and acts which, in the exercise of reasonable judgment in the light of facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. Good Industry Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be practices, methods and acts generally accepted in North America.

"**O & M Equipment**" means the equipment to be operated and/or maintained by Supplier pursuant to the Service Agreement.

"**Parties**" means Supplier and Customer collectively, and "**Party**" means either one of the Parties.

Terms used and not defined herein shall have the meanings, if any, given thereto elsewhere in the Service Agreement.

Unless otherwise expressly defined in the Service Agreement, words having well known technical or trade meanings within the telecommunications industry shall have such meanings.

Priorities and Conflicts

6. In the event of a conflict between any of the Terms and Conditions and the Service Agreement, the Service Agreement shall prevail and govern.

PART II – SERVICES

Provision of Services:

7. Supplier will use commercially reasonable efforts to commence the provision of the Services upon the date provided therefor in the Service Agreement and thereafter shall provide the Services to Customer throughout the Term.

Authority & Limitation

8. Customer hereby delegates to Supplier the authority to make all decisions necessary in order for Supplier to provide the Services. The authority hereby delegated by Customer to Supplier does not include the right or power to incur any expense for which Customer will be responsible unless the expense has either been approved by Customer or is included in a Budget.

Standards for Services

9. Supplier shall use commercially reasonable efforts to provide the Services to Customer in accordance with: (i) Good Industry Practices; and (ii) the provisions of the Service Agreement.

Relationship Between Parties

10. The relationship between Customer and Supplier by virtue of the Service Agreement is contractual only and is limited to the express terms of the Service Agreement and additional terms are not to be implied. Nothing in the Service Agreement conveys from a Party any interest in the property, assets or intellectual property of the other Party. The Service Agreement does not grant any right or authority to Customer or Supplier to bind, commit or otherwise howsoever to act on behalf of the other except as expressly provided for in the Service Agreement.

Operating and Capital Expenses

11. Customer shall indemnify and hold harmless Supplier, and reimburse Supplier if paid by Supplier, for any and all amounts paid by Supplier with respect to the operating or capital expenses related to the provision by Supplier of the Services.

Official Representatives

12. Each Party shall appoint, and shall have at all times throughout the entire Term, a representative (an "**Official Representative**") that is authorized to represent, make decisions for and to communicate on behalf of, the Party as regards all matters pertaining to operations pursuant to the Service Agreement. An Official Representative may be appointed and changed by a Party giving Notice thereof to the other Party. A Party shall provide, and keep current at all times, the business and cellular telephone numbers, telefacsimile numbers and e-mail and business addresses of its Official Representative to the other Party.

Authority to Negotiate Only

13. Customer hereby authorizes and empowers Supplier to negotiate any and all contracts necessary to procure anything required for operations and maintenance in relation to the Services to be provided, however, that Supplier is not hereby authorized or empowered to, and Supplier shall not, and shall not purport to, enter into any agreements on behalf of Customer without the prior consent thereto from Customer.

Mutual Obligations

14. Each Party shall:

- (i) co-operate with the other Party in good faith with respect to the performance by the other Party of its obligations under the Service Agreement;
- (ii) conduct its operations and cause the operations of its representatives to be conducted in such manner as to enable the other Party to perform its obligations and take advantage of its rights under the Service Agreement; and
- (iii) bear its own expenses with respect to the negotiation and execution of, due diligence with respect to and carrying out of its obligations under the Service Agreement.

Customer's Obligations

15. Customer shall:

- (i) relinquish to Supplier access to and control over all of the O & M Equipment;
- (ii) be solely responsible for the provision and maintenance of all of its equipment ("**Customer's Equipment**") except the equipment to be operated and maintained by Supplier pursuant to the Service Agreement (the "**O & M Equipment**") and except as expressly otherwise provided in the Service Agreement;
- (iii) ensure that all of Customer's Equipment and its other equipment that interacts with the O & M Equipment is installed and maintained in accordance with the manufacturer's specifications, with the requirements of Supplier and of Supplier's suppliers and with the requirements of the Canadian Standards Association and any other regulatory body having jurisdiction;
- (iv) provide all necessary infrastructure including, without limitation, electricity, electricity outlets, grounding and temperature, humidity, anti-static and other manufacturer or supplier compliant environments required for the safe and efficient operation and maintenance of the O & M Equipment;
- (v) not re-arrange, disconnect, remove or otherwise tamper with the O & M Equipment or Supplier's equipment or facilities;

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- (vi) not modify, alter, decompile, reverse engineer, disassemble, reproduce or tamper with any of the software, hardware, systems, applications or components used by Supplier in providing the Services to Customer;
- (viii) be solely responsible to pay for all materials relating to the operation and maintenance of the O & M Equipment and Supplier shall have no financial obligation in such regards;
- (viii) continue to own 100% of the O & M Equipment;
- (ix) respond in a timely manner to the requests of Supplier;
- (x) not use the name, trademarks, service marks, trade names, tag lines, slogans and/or any other right in or to the identity of Supplier or any purpose whatsoever without the prior written approval of Supplier;
- (xi) provide Supplier with prompt and safe access to the O & M Equipment for the purposes of providing the Services;
- (xii) provide Supplier and its employees and representatives with prompt and safe access, during and after business hours, to the property and premises in which the O & M Equipment is located and, (ii) obtaining and maintaining all access and property rights that Supplier needs in order to provide the Services to Customer.
- (xiii) Upon termination of the Service Agreement Customer shall allow or secure all requisite permission for Supplier to remove Supplier's equipment from the property and premises in which the O & M Equipment is located;
- (xiv) comply with all laws, regulations, rules, codes, guidelines, licences and other governmental or regulatory mandates applicable to Customer relative to the Services; and
- (xv) take all action and refrain from all action necessary or desirable by Customer in order for Supplier to perform its obligations under the Service Agreement.

Supplier's Obligations

16. Supplier shall:

- (i) respond to requests of Customer in a timely manner;
- (ii) prepare, assemble and maintain all appropriate documentation related to Supplier's provision of the Services;
- (iii) comply with all laws, regulations, rules, codes, guidelines, licences and other governmental or regulatory mandates applicable to Supplier relative to the Services; and
- (iv) take all action and refrain from all action necessary or desirable by Supplier in order for Customer to perform its obligations under the Service Agreement.

Accounting

17. Supplier shall keep or cause to be kept all books of account and other records required or desirable to sufficiently account for the activities undertaken by Supplier pursuant to the Service Agreement, including keeping vouchers, statements, receipts and invoices covering all receipts, disbursements and other data in connection with such activities. The books of account kept by Supplier for the purposes of the Service Agreement shall be maintained in accordance with IFRS, consistently applied. Customer shall have the right at all reasonable times during the business hours of Supplier to audit, examine and make copies of or extracts from the books of account and other records account kept by Supplier for the purposes of the Service Agreement. Such right may be exercised through any agent or employee of Customer designated by it or by an independent chartered accountant or lawyer designated by Customer. Customer shall bear all expenses incurred in any examination made for its purposes.

PART III – TERM

Term of Service Agreements

18. The Service Agreement shall have the term (the "**Term**") and shall be in effect as provided for in the Service Agreement, until and unless otherwise terminated as provided for in the Service Agreement, or herein.

Overholding

19. If Customer continues to use the Services after the end of the Term then: (i) the Service Agreement shall continue in effect on a month to month basis until terminated at the end of any calendar month by either Customer or Supplier giving the other 30 days prior written notice of termination; and (ii) Customer shall pay for Services provided to Customer after the end of the Term at a price (the "**Overholding Price**") that is twenty per cent (20%) greater than Supplier's prices at the end of the Term for the Services for a one year term. For all other purposes, the month to month extension of the Term shall be regarded as part of the Term.

PART IV – PRICE & PAYMENT

Price

20. The prices (the "**Prices**") for the Services provided by Supplier to Customer are those provided for in the Service Agreement and/or elsewhere in any of the Terms and Conditions.

Taxes

21. The Prices do not include any taxes. Customer shall be responsible for the payment of Harmonized Sales Tax ("**HST**") and other taxes of a similar nature applicable to, or arising from the price or value, the purchase or sale or the provision or use of any of the Services, regardless of when, or who is, actually taxed. In order for Supplier to not charge

Customer initials

Customer HST or any such other tax, Customer must provide Supplier with an exemption certificate satisfactory to Supplier.

Invoices & Payment

22. Supplier shall invoice Customer monthly at the first of each calendar month for services provided in the preceding calendar month. Invoices will be sent to Customer's address in the Service Agreement unless Customer provides Supplier with written notice of an alternative address to which invoices should be sent. The monthly charges for the Services shall be pro-rated for any month when the Services are provided for part only of the month. Invoices are due and payable within thirty days of the date of the invoice sent to Customer.

Payment by Electronic Funds Transfer

23. Invoices may be paid by cheque payable to Supplier. Where the Service Agreement authorizes, amounts payable by Customer to Supplier may be made by Customer to Supplier by Electronic Funds Transfer (EFT) (to be received by Supplier in full without any deduction on account of any bank or other charges whatsoever) into the bank account of Supplier, the co-ordinates for which Supplier shall notify Customer upon the Service Agreement becoming binding on Supplier and Customer.

Suspension for Non-Payment

24. If an invoice is unpaid thirty days after its payment due date, Supplier may, by ten days prior written notice to Customer, in addition to and without prejudice to all other rights and remedies under the Service Agreement and at law and in equity, suspend the supply of any or all Services to Customer pursuant to the Service Agreement. Any suspension of the supply of Services shall not constitute a termination of the Service Agreement and shall not relieve Customer from liability to make the payments to Supplier required by the Service Agreement during the period that the provision of the Services to Customer is suspended. The supply of Services pursuant to the Service Agreement shall resume upon payment by Customer to Supplier of all outstanding invoices, any and all costs of Supplier to suspend and restore service and a reinstatement charge in amount which is two times the "Operations Fixed Monthly Fee" provided for in the Service Agreement. No liability to Customer or any other party shall attach to Supplier for suspending the supply of the Services.

Termination for Non-Payment

25. If an invoice is unpaid sixty days after its payment due date identified in the invoice, Supplier may, in addition and without prejudice to all other rights and remedies under the Service Agreement and at law and in equity, terminate the supply of the Services and terminate the Service Agreement by ten days prior written notice to Customer whereupon all payments not yet paid by Customer to the end of the Term shall become immediately due and payable as liquidated damages, and not as a penalty. If Supplier is required to bring legal action to recover any amount due to Supplier by Customer under the Service Agreement, Customer agrees to pay to Supplier the amount of the reasonable legal fees and

costs incurred by Supplier in such regards. No liability to Customer or any other party shall attach to Supplier for terminating the supply of the Services or terminating the Service Agreement.

Interest

26. Customer shall pay Supplier interest on all amounts not paid by Customer to Supplier when due at a simple interest rate of 18.00% per annum, before and after judgement. This obligation of Customer to pay, and/or the payment of, interest on amounts not paid by Customer to Supplier when due shall not prejudice the right of Supplier to immediate payment of amounts due to Supplier.

Additional Work

27. Should Supplier incur additional expense in order to provide the Services to Customer as a result of: **(i)** the action or inaction of Customer; or **(ii)** any error, omission, defect or other problem contained in the information, equipment, materials or instructions provided to Supplier by Customer, Customer shall reimburse Supplier for the reasonable amount of such additional expense within thirty days from the date of the invoice therefor from Supplier to Customer.

Assurances

28. If, in the judgment of Supplier, the financial condition of Customer, at any time during the Term, does not afford Supplier adequate assurance that Supplier will be paid in accordance with the provisions of the Service Agreement, Supplier may require assurances satisfactory to Supplier as a pre-condition for Supplier to provide or continue to provide the Services to Customer. If Supplier requests such assurances and these are not provided by Customer as and when requested, Supplier may, by ten days prior written notice to Customer, in addition to and without prejudice to all other rights and remedies under the Service Agreement and at law and in equity, suspend and/or terminate the supply of any or all Services to Customer pursuant to the Service Agreement.

Customer hereby consents to Supplier and Supplier's bank obtaining credit and consumer reports and information with respect to Customer from financial institutions and credit reporting agencies and, further, Customer hereby authorizes all financial institutions and credit reporting agencies to provide such reports and information relative to Customer to Supplier and Supplier's bank.

Other Bases for Suspension/Termination

29. Supplier may by thirty (30) days prior notice to Customer suspend or terminate the Service Agreement and/or the provision of all or any of the Services to Customer pursuant to the Service Agreement if: **(i)** except where otherwise specifically provided in the Service Agreement (including sections 24 and 25 hereof), Customer fails to fulfill any of its obligations under the Service Agreement within ten days of written notice thereof by Supplier to Customer; **(ii)** Customer becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or bankruptcy trustee

Customer initials

appointed for it or becomes subject as a debtor to the provisions of any creditor arrangement, winding-up, bankruptcy or insolvency laws; (iii) Customer transfers, assigns or sub-licences howsoever any part of its interest in the Service Agreement or attempts to do so. Any such suspension shall not constitute a termination of the Service Agreement and shall not excuse Customer from liability to make the payments to Supplier required by the Service Agreement during the period of such suspension. The supply of Services suspended pursuant to this Section shall resume upon Customer no longer being in breach of the requirements of this Section and of the Service Agreement and the payment by Customer to Supplier of any and all costs of Supplier to suspend and restore service to Customer and a reinstatement charge in amount which is two times the "Operations Fixed Monthly Fee" provided for in the Service Agreement. If Supplier terminates the Service Agreement for reasons set forth in this Section, then all payments under the Service Agreement not yet paid to Supplier by Customer for the balance of what would have been the Term of the Service Agreement shall become immediately due and payable by Customer to Supplier as liquidated damages and not as a penalty. No liability to Customer or any other party shall attach to Supplier for suspending or terminating the supply of the Services or suspending or terminating the Service Agreement.

PART V - LIABILITY

Force Majeure

30. Neither Party shall be liable for failure to perform or delay in performance due to anything beyond the reasonable control of such Party including, without restricting the generality of the foregoing, any fire, flood, windstorm, ice or snow storm, natural disaster or other act of God, strike, lockout, slowdown, boycott, picketing or other labour difficulty, the act of any governmental, regulatory or judicial authority, any act or negligence of the other Party or of a third party affecting the provision of the Services, fuel or energy shortage, unavailability of materials or equipment or delays in transportation (collectively and separately "**Force Majeure**"). In no event shall lack of money constitute Force Majeure. In the event of delay in performance due to Force Majeure, any date for performance (but not a date for payment) will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Insurance

31. Supplier and Customer shall each maintain reasonable insurance to cover itself and the other with respect to any activities that could possibly cause damage to the other.

Liability re: Services

32. Subject to express provision otherwise elsewhere in the Service Agreement, Supplier shall not be responsible or liable to Customer, to anyone claiming by, through or under Customer or to any third party for any loss, cost (including lawyers and court costs), damage, injury, liability, claim, penalty, fine, interest or cause of

action whatsoever resulting howsoever from the interruption or quality of the provision by Supplier to Customer of the Services, or any of them, which results from the acts and/or defaults (including negligence and/or misconduct) of, or is otherwise howsoever caused by, Supplier or its employees, officers, directors, representatives and/or suppliers.

General Liability

33. Supplier shall not be liable howsoever for damage to tangible property or for bodily damage or death unless, and only to the extent that, Supplier has been grossly negligent.

Limitation on Liability

34. Notwithstanding any other provision in the Service Agreement or otherwise howsoever, in no event shall Supplier be liable on any basis for: (i) any indirect, special, incidental, consequential, punitive or exemplary damages howsoever caused; (ii) any damages for any anticipated or lost profit, revenue or expense reduction, business interruption loss, loss of contract or goodwill, loss of customers, loss of data, loss of use of any information, software or system, failure to realize expected savings or other business, commercial or economic loss whatsoever and howsoever caused, whether arising in negligence, tort, statute, equity, contract, common law or any other cause of action or legal theory even if Supplier has been advised or could foresee of the possibility; (iii) where a specific remedy or credit is provided to Customer under the Service Agreement in respect to any circumstance, Supplier shall not have any liability to Customer beyond the specific remedy or credit provided for Customer; (iv) any liability whatsoever unless Supplier receives from Customer a written claim in respect thereof within thirty days of the basis for the claim, or any part thereof, first arising; and (v) any liability in excess of what has been paid by Customer to Supplier pursuant to the Service Agreement. Customer agrees that the limitations on liability contained herein and elsewhere in any Service Agreement are fair and reasonable in the circumstances of the Service Agreement and that Supplier would not have entered into the Service Agreement unless Customer agreed to limit Supplier's liability in the manner and to the extent provided herein.

Indemnity

35. Customer shall indemnify and hold harmless Supplier and its employees, officers, directors and representatives against any and all loss, cost (including lawyers and court costs), damage, injury, liability, claim, penalty, fine, interest or cause of action whatsoever resulting howsoever from; (i) the breach of the Service Agreement or from any act or omission whatsoever by Customer or its employees, officers, directors and representatives; or (ii) without limiting any other provision herein, the breach of Section 15 hereof.

Customer initials

Limited Warranty

36. Supplier represents and warrants that it has sufficient rights to provide the Services to Customer and that, to the actual knowledge of Supplier, such provision of the Services will not infringe or violate any patent, trademark, trade name, copyright, trade secret or other intellectual or proprietary right. Except as expressly provided for otherwise elsewhere in the Service Agreement, Supplier does not give any representation or warranty, whether express, implied or statutory, as to description, quality, merchantability, completeness or fitness for any purpose of any of the Services or as to any other matter, all of such representations and warranties are, to the extent permitted by applicable law, excluded, disclaimed by Supplier and waived by Customer.

Change of Services

37. Supplier shall not have any liability to Customer or otherwise if the Services cause hardware or software of Customer to become obsolete, require modification or attention or otherwise affects the performance thereof.

Scheduled Outages

38. Supplier shall endeavour to conduct maintenance of the O & M Equipment between 6:00 a.m. and 3:00 p.m. on weekdays. If an outage of the O & M Equipment is expected, Supplier shall provide Customer with one week's advance notice of the outage, such notice to advise of the time, date and expected duration of the outage. No notice will be given to Customer of outages associated with unscheduled emergencies or of regular maintenance where no outage of the Services provided to Customer is expected.

PART VI – CUSTOMER SUPPORT**Requesting Service**

39. Service requests are to be made by telephone to 905-645-0100 or by e-mail to hceoperator@HCE.net.

Information to be Provided

40. Service requests must provide Customer's name, address, phone number and a description of the problem.

Customer Support Required

41. Supplier's commitment to respond to and fulfill service requests from Customer is conditional upon and limited by the co-operation of Customer both generally and specifically in assigning the personnel and technical resources required by Supplier from Customer to enable Supplier to respond to the service request. Whenever joint testing by Customer and Supplier is necessary in relation to responding to a Service Request, Customer shall assign the personnel and technical resources of Customer required by Supplier in such regards.

PART VIII - MISCELLANEOUS**Permitted Activities and Non-Competition**

42. Customer agrees that it shall not be a breach of the Service Agreement for Supplier to provide to others services the same or similar to the services provided by Supplier to Customer pursuant to the Service Agreement provided that in so doing Supplier does not breach the provisions of the Service Agreement.

No Third Party Beneficiaries

43. Nothing in the Service Agreement shall entitle any entity that is not a Party or their respective successors to any claim, cause of action, remedy or right of any kind in respect of the Service Agreement or the subject matter of the Service Agreement.

Confidentiality

44. The terms and provisions of the Service Agreement and information of Supplier which Customer may learn in the course of Supplier's performance of its obligations under the Service Agreement are strictly confidential and shall not be disclosed by Customer to any third party except: (i) with the express prior written consent of Supplier, which consent may be arbitrarily withheld by Supplier; or, (ii) pursuant to applicable law or court or regulatory order. Customer shall protect all of Supplier's information by using no less than a reasonable standard of care, to prevent the unauthorized use, dissemination, or publication thereof as it uses to protect its own confidential information.

Proprietary Rights

45. No patent, copyright, trademark, trade secret or technological, proprietary or intellectual property right whatsoever is licensed, granted or otherwise transferred to Customer by the Service Agreement except for the right to benefit therefrom in the course of the use of the Services.

Dispute Resolution

46. Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to: (i) the Service Agreement; or (ii) the Services (collectively, the "Claim") shall be referred to and determined by arbitration (to the exclusion of the courts). Customer waives any and all rights to commence or participate in any class proceeding against Supplier and, where applicable, Customer agrees to opt out of any class proceedings against Supplier. Arbitrations shall be conducted in accordance with the following: (1) upon written demand of either Customer or Supplier to the other, their representatives shall attempt to agree to a single arbitrator. If within ten days a person to be the single arbitrator cannot be agreed to, then the single arbitrator shall be appointed by any Justice of the Ontario Superior Court of Justice; (2) the arbitrator shall be qualified by education, experience and training to pass judgement upon the particular disagreement; (3) the arbitrator shall complete a hearing of the

Customer initials

dispute within thirty days after appointment and will render a decision within seven days following completion of the hearing; (4) the decision of the arbitrator shall be in writing and shall be final, and binding upon and non-appealable by each Party to this Agreement; (5) each Party shall bear and pay its own costs; and (6) the arbitration shall be governed in all respects by The *Arbitrations Act, 1991* (Ontario) and regulations thereunder.

Time / Waiver / Invalid Provisions / Governing Law / Notice

47. Time is of the essence in respect of the Service Agreement. Any waiver with respect to one event is without prejudice and shall not constitute a waiver of any similar or other event. Failure to insist upon or enforce strict performance of any provision of the Service Agreement shall not be construed as a waiver of any such provision or right. If any provision of the Service Agreement is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the other provisions of the Service Agreement which shall remain in full force and effect. The Service Agreement shall be governed, interpreted and construed by and in accordance with the laws in effect in the Province of Ontario, Canada. Written notice to Customer shall be deemed received by Customer three days after being mailed to Customer's address in the Service Agreement.

Future Regulation

48. In the event that the Service Agreement or any part or provision thereof, the provision of any Services or the Services should become subject to regulation or approval by any authority having lawful jurisdiction, then Customer shall co-operate with Supplier to make reasonable amendments to the Service Agreement and to obtain any required approvals with respect to the provision of the Services in order to comply with applicable regulatory requirements and to allow the continued supply of the Services by Supplier to Customer under circumstances as close as practicable to those provided for in the Service Agreement.