AODA Toolkit

Service Provider Master Agreement

BETWEEN:

Local Authority Services

a corporation incorporated under the laws of Ontario

hereinafter referred to as “LAS”

-And-

Global Learning Inc.

a corporation incorporated under the laws of Ontario

hereinafter referred to as “Global”

THIS AGREEMENT is made on the 5th day of November, 2026 (the "**Effective Date**").

WHEREAS Global is an Accessibility Training company that is able to provide public sector organizations with solutions related to AODA Toolkit;

AND WHEREAS Global was a successful bidder on RFP 2025-002 (AODA Accessible Services Toolkit)

AND WHEREAS LAS wishes to retain Global to perform certain AODA Toolkit Services as set forth herein;

NOW THEREFORE, this Agreement witnesses that, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 In this Agreement:

"Administration Fees" means the administration fees payable by Global to LAS as set out in Schedule 2;

"Agreement" means this AODA Toolkit Service Provider Master Agreement together with all Schedules attached hereto and as it may be amended, restated or replaced from time to time;

"AMO" means the Association of Municipalities of Ontario;

"Contract" means a written Agreement between a Member and Global pursuant to which Global, directly, or through a Third-Party Service Provider, agrees to provide accessibility training and associated services to the Member;

"Deliverables" means the solution(s), product(s) and/or associated technology provided by Global under the AODA Toolkit and as outlined in Schedule 1.

"includes" or "including" means includes or including without limitation;

"Global Services" means the Responsibilities of Global as set out on Schedule 1; "LAS Services" means the Responsibilities of LAS as set out in Schedule 1;

"Member" or "Members" means every municipality, local government professional body, public sector organization, school board, colleges, universities, hospitals, not-for-profit organization, or indigenous self-governing body that is active in the local government sector in Ontario as defined under the *Municipal Act*, 2001 S.O. 2001 c.25, or an association, board, or community that is a member of LAS, or any potential member of LAS;

''Party" means each of LAS and Global, and LAS and Global are collectively referred to as the "Parties";

"Project" means any individual project or transaction with a Member related to AODA Toolkit or its Deliverables.

''Third Party Service Providers" means any unaffiliated person, company, or entity that (a) performs contracted services on behalf of Global in connection with this Agreement or (b) is

otherwise engaged by or on behalf of Global in an agreement related to AODA Toolkit with LAS, its affiliates or Ontario's municipal sector, and as outlined in Schedule 1.

1.2 In this Agreement:

(a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;

(b) any reference to a statute shall mean the statute in force in the Province of Ontario as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;

(c) all dollar amounts are expressed in Canadian dollars;

(d) the division of this Agreement into separate Articles, Sections, Subsections, Schedule(s) and Appendices and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and

(e) words or abbreviations which have well known or trade meanings are used herein in accordance with their recognized meanings;

1.3 The Schedule(s) set out below are attached to and form part of this Agreement:

Schedule 1 – AODA Toolkit Roles & Responsibilities

Schedule 2 – Administrative Fees & Pricing

Schedule 3 – AODA Toolkit Scope of Work

Schedule 4 - Reserved

Schedule 5 – RFP Submission Package

ARTICLE 2
TERM

2.1 The term of this Agreement shall commence upon signing and shall remain in full force and effect for a period of four (4) years from the date of this agreement subject to extension or earlier termination as set forth in this Agreement.

2.2 The term of this Agreement may be extended by the Parties for a further period of up to two (2) one (1) year renewal periods, commencing on the day immediately following the last day of the then-current term or the renewal term, as applicable, provided that the Parties mutually agree to such extension on or before that date which is sixty (60) days prior to expiry of the then-current term or renewal term, as applicable. If such mutual agreement is not made by the required date, this Agreement shall expire on the last day of the then-current term or renewal term, and shall be of no further force and effect. If this Agreement is extended, all terms and conditions, with the exception of this extension clause, contained herein shall remain in full force and effect.

2.3 This Agreement may be terminated at any time by either one of the Parties by giving sixty (60) days written notice to the other party. The Parties specifically agree that the notice and consideration provisions set forth in this Agreement constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Parties as a result of the termination of this Agreement. In no event shall either Party be liable to the other for any special, incidental, indirect, punitive or consequential loss or damage however caused and regardless of legal theory or foreseeability, including without limitation, loss of profits or revenue.

ARTICLE 3
FEES AND DISBURSEMENTS

3.1 In consideration of LAS providing the LAS Services, Global shall pay to LAS the Administration Fees set out in Schedule 2 as provided herein. Notwithstanding the terms of this Agreement, Global may, in its sole and absolute discretion, decide on what terms and conditions it shall enter into a Contract with each Member and shall not be obliged to enter into any Contract on terms and conditions not acceptable to it.

3.2 Global will submit every quarter, in the one-week period after the quarter ends, a report to LAS containing the following information:

3.2.2 Refer to Schedule 2 for required data and metrics.

3.3 Following receipt of the quarterly report, LAS shall provide to Global, an invoice setting forth the Administration Fees, and taxes due in connection therewith by Global to LAS with respect to the reported quarter.

3.3 Within thirty (30) days after receipt of the invoice from LAS, Global shall by pay the Administration Fees and taxes due in connection therewith to LAS.

3.4 If either Party fails to pay any amounts payable hereunder when due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the prime rate plus two percent (2%) per annum.

ARTICLE 4
STANDARD OF SERVICE AND PRODUCT SELECTION

4.1 Global shall perform the Global Services using suitably qualified and experienced personnel in a professional, diligent and timely manner.

4.2 Global shall, at its sole expense obtain and maintain during the Term of this Agreement, all permits, licenses and approvals required by applicable law in the Province of Ontario to perform its duties and obligations under this Agreement and upon request by LAS shall provide it with proof thereof.

4.3 Global and LAS agree that LAS has the exclusive right to determine the Deliverables utilized under AODA Toolkit.

4.4 Global agrees to work with LAS and cause Global's Third-Party Service Provider(s) to work as the service provider for this term of this Agreement, unless otherwise agreed to in writing. This includes honouring LAS-negotiated pricing, payment terms, and contractual obligations to be outlined in a joint letter of understanding between program partners.

4.5 During the Term of this Agreement, Global hereby agrees that Global will not compete against LAS in sales of other Deliverables not listed but similar to those provided hereunder to Members in Ontario.

4.6 During the term of this Agreement, LAS hereby agrees to use reasonable commercial efforts to promote and negotiate the sale of the AODA Toolkit to Members and to promote the Global Services (set out in Schedule 1) in connection with any applicable Project awarded to LAS by Members.

ARTICLE 5
MODIFICATION OF SERVICES AND FEES

5.1 If there is any material change to the applicable law in the Province of Ontario governing this Agreement or the Global Services or LAS Services, or if there is a material change to the level of Service required under this Agreement due to changes in Third Party Service Provider operating procedures or requirements which adversely affects the Services to be provided by a Party hereto, such Party has the right to request modifications to this Agreement. The Party requesting modifications shall send the other Party written notice identifying the material change, its position on why modifications are required and the modifications sought. The other Party agrees to consider such requests acting reasonably.

5.2 In the event that the Party requesting modifications is unable to reach Agreement with the other Party on such modifications, including through the Dispute Resolution in Article 17, the requesting Party shall have the right to terminate the Agreement in accordance with Article 14 – Orderly Termination.

ARTICLE 6
INDEMNIFICATION AND LIMITATIONS OF LIABILITY

6.1 Global shall indemnify and hold LAS, its affiliated companies (including for certainty, AMO), directors, officers, employees, agents and contractors harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses and accrued interest thereon (including the costs and expenses of, and accrued interest on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and reasonable lawyers' fees and reasonable disbursements in connection therewith) asserted against or suffered by LAS relating to, in connection with, resulting from, or arising out of (a) breaches of Global's obligations herein; (b) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by Global contained in this Agreement; and/or (c) any Global negligent acts or omissions.

6.2 LAS shall indemnify and hold Global, its directors, officers, employees, agents and contractors harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses and accrued interest thereon (including the costs and expenses of, and accrued interest on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and reasonable lawyers' fees and reasonable disbursements in connection therewith) asserted against or suffered by Global relating to, in connection with, resulting from, or arising out of (a) breaches of LAS's obligations herein; (b) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by LAS contained in this Agreement; and/or (c) any of LAS's negligent acts or omissions.

6.3 Each Party's liability in connection with this Agreement will be limited to direct damages and neither Party will be liable to the other for any special, incidental, indirect or consequential damages, lost business revenue, loss of profits, failure to realize expected profits or savings, or any damages or losses, whether based on breach of contract or tort (including negligence) or otherwise, even if the Party causing such loss or damages has been advised of the possibility of same.

ARTICLE 7
INSURANCE

7.1 Global shall, during the Term, and at its own expense, maintain and keep in full force and effect general liability insurance on an occurrence basis having a minimum inclusive coverage limit, including person injury and property damage of not less than five million dollars ($5,000,000.00) per occurrence. LAS shall be named as additional insured. A Member may request additional insurance to be negotiated with Global at time of contract.

7.2 If applicable, Global shall, during the Term, and at its own expense, maintain and keep in full force and effect errors and omissions professional liability covering the work and services described in this agreement, such policy to provide coverage for an amount not less than two million ($2,000,000.00) dollars with a minimum two million ($2,000,000) aggregate and shall continue for twelve (12) months following completion of work. LAS shall be named as additional insured.

7.3 If applicable, Global shall, during the Term, and at its own expense, maintain and keep in full force Network/Cyber Security and Privacy Liability insurance which shall cover liability for financial loss, imposed by law or assumed under contract for the failure or breach of network security, failure to safeguard against breach caused by hacking or viruses, unauthorized release of and/or failure to protect private personal or corporation information, theft of hardware on which data is stored, and costs to restore and/or recreate lost data.

7.4 If applicable, all Third-Party contractors utilized by Global for the provision of Deliverables under this Agreement shall also provide proof of insurance to LAS. All such third parties shall maintain and keep in full force and effect general liability insurance on an occurrence basis having a minimum inclusive coverage limit, including person injury and property damage of not less than two million dollars ($2,000,000.00) per occurrence.

7.5 Global shall provide a certificate of insurance confirming the above minimum coverage to LAS when requested. The Insurance Policy will not be altered, cancelled, or allowed to expire or lapse, without thirty (30) days written notice to LAS, and any renewal, or change in coverage or limit shall immediately be communicated to LAS.

ARTICLE 8
NOTICE OF PROCEEDINGS

8.1 Each Party shall promptly give notice to the other Party of all actual or potential claims, proceedings, notice of regulatory non-compliance from any governmental authority, disputes (including labour disputes) or litigation which it reasonably believes could have an adverse effect on the fulfillment of any of the terms hereof by that Party (whether or not any such claim, proceeding, dispute or litigation is covered by insurance) in respect of its own operations of which any of them is aware. Each Party shall also provide the other Party with all information reasonably requested from time to time concerning the status of such claims, proceedings, notices, disputes, or litigation, and any developments relating thereto.

ARTICLE 9
UNCONTROLLABLE CIRCUMSTANCES

9.1 If the performance of any part of this Agreement by Global (other than the payment of any amounts payable under this Agreement) is prevented, hindered, delayed or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, pandemic or any other cause beyond the reasonable control of Global, Global shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes. Upon the occurrence of any such event, Global shall promptly notify LAS of the nature and extent of any such condition and shall use commercially reasonable efforts to remedy the condition. Global shall promptly resume its obligations as soon as the condition has been overcome.

9.2 If the performance of any part of this Agreement by LAS is prevented, hindered, delayed or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, pandemic or any other cause beyond the reasonable control of LAS, LAS shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes. Upon the occurrence of any such event, LAS shall promptly notify Global of the nature and extent of any such condition and shall use commercially reasonable efforts to remedy the condition. LAS shall promptly resume its obligations as soon as the condition has been overcome.

ARTICLE 10
CONFIDENTIALITY

10.1 "Confidential Information" comprises all information, in any form and medium directly or indirectly disclosed by a Party or its affiliates (collectively, the “Disclosing Party”) to the other (the

"Receiving Party") in connection with this Agreement, whether provided before or after the date hereof and shall include: (a) any information relating to the Disclosing Party, including any trade secret, technical, financial or business information, data, idea, concept or know-how, that is considered and treated as being confidential by the Disclosing Party, including any of the foregoing information that is identified by the Disclosing Party as being provided on a privileged or without prejudice basis; and (b) the terms and conditions of this Agreement (including, without limitation, the price structure of this Agreement). Confidential Information does not include information that (i) is generally available in the public domain through no breach or default of the Receiving Party, (ii) was in the Receiving Party's possession on a non-confidential basis prior to receipt or access as contemplated in this Section, (iii) was disclosed by a third-party to the Receiving Party through no breach of any obligation of confidentiality to the Disclosing Party, or (iv) is independently developed by the Receiving Party as evidenced by records kept in the ordinary course of the Receiving Party's business.

10.2 Neither Party or their respective employees or representatives shall disclose Confidential Information to third Parties, other than required for the purposes of this Agreement or on a confidential basis to legal counsel, financial advisors or other contractors and institutions, or as required by law or by any court with jurisdiction. The Parties shall inform their respective employees and agents of these obligations and take reasonable steps to ensure their compliance with this Agreement.

10.3 Global acknowledges that it will be exposed to and acquire Confidential Information of LAS, its affiliates and its or their Members while performing this Service. Global shall not use any Confidential Information of LAS, its affiliates and its or their Members either during the Term of this Agreement or thereafter in a manner detrimental or adverse to LAS, its affiliates and its or their Members.

10.4 Information shared by Global with LAS will comply with any privacy and confidentiality agreements in place between Global and the Member.

10.5 Confidential Information is and shall at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any expressed or implied license, other than the limited right of the receiving Party to use the Confidential Information in the manner and to the extent permitted by this Agreement.

10.6 Upon termination of this Agreement either Party may request the return or destruction of any or all Confidential Information held by the other Party. The other Party shall forthwith destroy or return to the requesting Party, as applicable, the Confidential Information without retaining any copies thereof.

ARTICLE 11
OWNERSHIP OF DOCUMENTS

11.1 Subject to Section 11.2, nothing in this Agreement shall be deemed to transfer, license, assign, permit the use of or otherwise convey an interest to a Party in whole or in part in any of the other Party's trademarks, logos, designs, copyright, patents, or any other intellectual property (collectively, the "Intellectual Property"). Each Party shall not have the right to use the name of the other Party or any of the other Party's Intellectual Property in any manner whatsoever, including in any advertising, press

releases, or promotions, or in reference to the Deliverables, without the express prior written consent of the other Party and without approval of content prior to its submission for release.

11.2 The Deliverables and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of Global and its licensors. Global and its licensors reserve all rights in and to the Deliverables not expressly granted to LAS in this Agreement. All suggestions or feedback provided by LAS or a Member to Global with respect to the Deliverables and any associated development shall be Global's property and deemed Confidential Information of Global.

11.3 Notwithstanding the foregoing, all reports created exclusively for LAS and that would not be covered in Section 11.2, and that are prepared in whole or in part by Global during the Term that arise from or are incidental to the Global Services and any related work, shall be the exclusive property of LAS, and Global hereby waives any moral rights and assigns to LAS any such rights, and agrees to give LAS all assistance as may be reasonably required to perfect such rights. Any information shared in these reports related to sales, customers, commissions, or any LAS customer activities shall be deemed Confidential Information of LAS and shall not be utilized in any form without prior written authorization from LAS. To facilitate LAS's requirements for aggregated statistics and other needs, LAS commits to collaborating with Global on co-marketing materials that spotlight LAS's specific needs on a case-by-case basis, which may include, without limitation, the sharing of aggregate, anonymized data collected in connection with Global's Deliverables or the AODA Toolkit.

11.4 Notwithstanding anything to the contrary herein, and without limiting the generality of the foregoing, upon the termination or expiration of this Agreement for any reason, any license, consent, or right to use a Party's Intellectual Property that was previously granted to the other Party shall automatically terminate and be deemed revoked as of the effective date of termination or expiration. Upon (a) termination or expiration of this Agreement, or (b) at the request of the other Party, each Party shall immediately cease to make any use of the other Party's Intellectual Property, and shall cease to hold itself out as having and remove any public references to any ongoing association or authorization in relation to the other Party or to such Intellectual Property, in each case except as otherwise expressly agreed in writing between the Parties.

ARTICLE 12
REPRESENTATIONS AND WARRANTIES

12.1 Each Party represents and warrants to the other on an ongoing basis that:

(a) it has the capacity and authority to execute this Agreement and perform its obligations and has taken the necessary action to authorize the execution and performance of this Agreement and the person signing this Agreement is authorized and empowered to do so;

(b) it has obtained or submitted any authorization or approval or notice to with any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Agreement;

(c) the execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it;

(d) this Agreement constitutes a valid and legal binding obligations enforceable against it in accordance with its terms;

(e) there are no bankruptcy, insolvency, receivership, interim-receivership, seizure, realization, liquidation or other similar proceedings pending against it or being contemplated by it or to its knowledge being threatened against it.

ARTICLE 13
DEFAULT AND TERMINATION

13.1 The occurrence of any one or more of the following shall constitute an event of default on the part of a Party ("Event of Default"):

(a) if a Party defaults in the payment of any amount due and owing to the other Party under this Agreement and such default shall continue un-remedied for fifteen (15) days following notice thereof to the defaulting Party by the non-defaulting Party;

(b) if a Party fails to perform or observe any covenant or obligation under this Agreement and such failure is not corrected within fifteen (15) days following notice thereof to the defaulting Party by the non-defaulting Party;

(c) any representation and warranty made by either Party contained in this Agreement is or becomes untrue or incorrect at any time during the term of this Agreement and the representation and warranty is not made true and correct in all material respects by the Party providing the representation or warranty within fifteen (15) days following notice thereof;

(d) if proceedings in bankruptcy or receivership or insolvency or a voluntary or involuntary nature are instituted by or against either Party, or if a Party becomes insolvent, or if a receiver is appointed for a significant amount of the assets of either Party, then in such event the other Party may terminate this Agreement upon notice.

13.2 Upon the occurrence of an Event of Default under this Agreement which is not cured within any applicable time period that may be specified herein, the non-defaulting Party shall have the right to terminate this Agreement by giving notice of termination to the defaulting Party whereupon this Agreement shall terminate as at the effective date of termination specified in the notice.

13.3 Upon termination of this Agreement for any reason:

(a) the relevant provisions of this Agreement shall continue in effect after termination to the extent necessary to provide for any billings, adjustments and payments related to any Deliverables completed in the period prior to termination, including, for certainty, the provisions of Article 14 (where applicable); and

(b) the termination shall not affect any rights or obligations which may have accrued for the benefit of the terminating Party prior to such termination or any other rights which the terminating Party may have arising out of the termination or the event giving rise to the

termination and shall not effect the continuing obligations of either Party under this Agreement which are expressed to continue after termination of this Agreement; and

(c) except as provided in (a) or (b) above and Article 14, the terminating Party shall have no liability whatsoever to the other Party arising from such termination. For greater certainty, the terminating Party shall have no liability whosoever to the other Party for any special, incidental, indirect or consequential damages, lost business revenue, loss of profits, failure to realize expected profits or savings, or any damages or losses, whether based on breach of contract or tort (including negligence) or otherwise, even if the Party causing such loss or damages has been advised of the possibility of same, which the other Party may incur as a result of the termination.

ARTICLE 14
ORDERLY TERMINATION

14.1 If this Agreement is terminated in accordance with Article 2 and 13, Global shall, within the remaining term of this Agreement, without additional payment by or charge to LAS, assist LAS or any third Party designated by LAS to:

(a) Fulfill its obligations to the Members contracted in connection with this Agreement, and pay LAS any Administration Fees it is entitled to as set out in Schedule 2.

(b) Provide any LAS or Member information in the possession of Global related to an ongoing Deliverable under AODA Toolkit;

(c) Reconcile any outstanding accounts relating to agreements as between the Parties; or take any other steps which may be necessary to ensure an orderly transition between Global and LAS or any third Party designated by LAS.

ARTICLE 15
AUDIT

15.1 Subject to Article 10, each Party shall keep complete and accurate books and records and all other data required by such Party for the proper administration of this Agreement. All such books, records and data shall be maintained for a period of seven (7) years from date of Project or for such longer period as required by applicable law.

15.2 Subject to any specific agreement with a Member, Global shall provide to LAS and its auditors and professional advisers, upon prior reasonable notice, access to any systems, books, records or other information of Global as may be reasonably required to audit:

(a) the accuracy of an invoice or any charge or computation made thereunder;

(b) the overall fairness, accuracy and reliability of the financial data provided by Global;

(c) the adequacy and effectiveness of existing controls for the management of risk;

(d) to audit the basis for any claim by Global under AODA Toolkit;

(e) to otherwise confirm and verify compliance by Global with the terms of this Agreement and applicable law;

(f) effectiveness, efficiency and economy of the Services provided by Global;

and shall provide to LAS and such auditors and advisors any assistance they may reasonably require in connection with such audits. For clarity, this section relates exclusively to information related to agreements and services directly related to this Agreement and does not include rights of access to any other Global information.

ARTICLE 16
NOTICES

16.1 Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by email to the addresses set out in this Section. Any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

In the case of a notice to Global to:

Global Learning Inc.
1398 Mount Pleasant Road, Toronto, Ontario M4N2T8
Attention: Elaine Newman
Title: CEO
Email: enewman@egloballearning.com

and in the case of a notice to LAS to:

Association of Municipalities of Ontario
155 University Ave., Suite 800, Toronto, Ontario M5H 2B7
Attention: Christina Pavone
Title: Director, Business Services
Email: cpavone@amo.on.ca

ARTICLE 17
DISPUTE RESOLUTION

17.1 Any controversy, dispute, difference, question or claim arising between the Parties in connection with this Agreement that cannot be resolved by a project manager from each Party

(collectively, the "Dispute") within thirty (30) days of the occurrence of such Dispute shall be settled in accordance with this Article.

17.2 The aggrieved Party shall send the other Party written notice identifying the Dispute, its position on the Dispute and the remedy sought. Upon receipt of such written notice, a senior officer of the other Party shall enter into good faith negotiations with a senior officer of the aggrieved Party to resolve the Dispute.

17.3 If the Dispute has not been resolved within thirty (30) days after such written notice has been given, either Party may avail itself of any process or means legally available to resolve the dispute.

ARTICLE 18
GENERAL PROVISIONS

18.1 Each Party shall comply with all applicable laws in performing their duties and obligations under this Agreement and upon request, shall provide the other Party with proof thereof.

18.2 This Agreement supersedes and replaces all existing Agreements between Global and LAS relating generally to the same subject matter.

18.3 Each Party shall cooperate with the other Party to the extent reasonably necessary to permit and facilitate the provision of the Services and the performance of that Party's obligations hereunder.

18.4 No Party may assign this Agreement or any rights under this Agreement without the prior written consent of the other Party which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party shall be entitled to assign this Agreement in its entirety without the prior written consent, only, to a "subsidiary", "holding corporation" or "affiliate", as such terms are defined in the Business Corporations Act (Ontario), but the assigning Party shall remain liable for the performance of all its obligations in this Agreement.

18.5 Global may, with LAS's prior written consent, subcontract the performance of part or all of the Services to one or more third Parties. Global shall remain liable to LAS for the fulfillment of all of its obligations under this Agreement.

18.6 This Agreement may not be amended or modified, except by amendment in writing duly executed by the original and duly authorized signatories of the Parties hereto.

18.7 No waiver of any term of this Agreement is binding unless it is in writing and signed by the Party entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term.

18.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of Ontario.

18.9 The terms and provisions of this Agreement shall be deemed severable, and if any term or provision hereof or portion thereof is deemed or held to be invalid, illegal or unenforceable, the remaining terms and conditions shall nevertheless be deemed to be in full force and effect. The Parties

shall engage in good faith negotiations to replace any term or provision which is deemed or held to be invalid, illegal or unenforceable with a valid and enforceable term or provision, the economic effect of which comes as close as possible to that of the invalid or illegal or unenforceable provision which it replaces.

18.10 Nothing in this Agreement shall be deemed to constitute a partnership or a joint venture between the Parties.

18.11 This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. This Agreement may be executed by the Parties electronically in accordance with the Electronic Commerce Act, 2000, S.O., c. 17.

In Witness Whereof, the Parties hereto have executed and delivered this Agreement by their duly authorized signatories thereto with full force and effect as of the date of execution by both Parties.

Local Authority Services
155 University Avenue, Suite 800
Toronto, ON M5H 2B7

Christina Pavone
Signed with ConsignO Cloud (2026/11/06)
Verify with verifio.com or Adobe Reader.
notarius

_____
Signature

Christina Pavone
_____
Print Name

Director, Business Services
_____
Title

Global Learning Inc.
1398 Mount Pleasant Road
Toronto ON M4N2T8

Elaine Newman
Signed with ConsignO Cloud (2026/11/05)
Verify with verifio.com or Adobe Reader.
notarius

_____
Signature

Elaine Newman
_____
Print Name

Founder/Chief Executive Officer
_____
Title