



CORPORATE SUPPLY ARRANGEMENT # CS-000503

AUTOMATIC EXTERNAL DEFIBRILLATORS, ACCESSORIES AND SERVICES

THIS CORPORATE SUPPLY ARRANGEMENT is made the 5th day of
December 2008

MediQuest Technologies Inc.
1401 Bewicke Avenue
North Vancouver, British Columbia
V7M 3C7

Contact Name: Chris Metcalfe, President
Phone: 604-998-1200 ext. 116
Fax: 604-987-6119
Email: Chris.metcalfe@mediquest.ca

(the "Offeror")

HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE GOODS AND/OR SERVICES DESCRIBED IN SCHEDULE "A", TO HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AND SUCH OTHER PUBLIC ENTITIES AND ON THE TERMS AND CONDITIONS DESCRIBED BELOW.

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Corporate Supply Arrangement:
 - a) "Administrative Requirements" means those requirements set out in Schedule "C";
 - b) "Corporate Supply Arrangement" or "CSA" means this offer to supply the Goods and/or Services at the prices set out in Schedule "A" and on the terms and conditions set out in the attached Schedules;
 - c) "Draw Down" means accessing this CSA and sending a Draw Down Form to the Offeror;
 - d) "Draw Down Form" means any written form of an Entity that lists the Goods and/or Services set out in the CSA and is sent to the Offeror;
 - e) "Entity" means a Public Entity or the Province;
 - f) "Goods" means the Equipment described in Schedule "A";

- g) "Offeror" means MediQuest Technologies Inc.;
- h) "Offeror's Representative" means the contact(s) as set forth above, who is the representative assigned by the Offeror to oversee the CSA;
- i) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes Purchasing Services and any ministries of the Province;
- j) "Public Entity" means a legal entity separate from the Province which is (i) a "government body", including any "government corporation", as defined in the *Financial Administration Act*, (ii) a "public body" as defined in the *Freedom of Information and Protection of Privacy Act*, or (iii) any other public body in British Columbia provided any such entity has been authorized by the Province to access the Goods and/or Services described in this CSA, such entities are listed at: www.pss.gov.bc.ca/csa/pdfs/approved_csa_users.pdf;
- k) "Province's Representative" means Kai Robinson, Procurement Specialist, or such other individual designated from time to time by the Province to oversee this CSA on behalf of the Province;
- l) "Pricing" means the prices set out in Schedule "A";
- m) "Purchasing Services" means the branch within the Common Business Services division of the Ministry of Labour and Citizens' Services; and,
- n) "Services" means the services described in Schedule "A" to the CSA.

EXPIRY

2. This CSA will expire on December 5, 2011, unless withdrawn in accordance with paragraph 8, or made available for up to three further one year terms, at the mutual agreement of the Offeror and the Province.

THE CORPORATE SUPPLY ARRANGEMENT

3. The Offeror understands and agrees that:
- a) a Draw Down Form will form an agreement between the Entity and the Offeror for the purchase and supply of those Goods and/or Services which have been Drawn Down, provided always that such Draw Down is made in accordance with the provisions of this CSA, including Schedule "D" and "D2";
 - b) the issue and distribution of this CSA does not oblige the Province or a Public Entity to authorize or order all or any of the Goods and/or Services described in this CSA;
 - c) the Offeror will not apply restrictions regarding the Entities wishing to use the CSA;
 - d) the terms and conditions as applicable, set out in a Draw Down Form will apply to each Draw Down. Public Entities will have the option of including in their Draw Down Form general terms and conditions that differ from those contained in Schedule D or D2 ("Counter Offer"). Any Draw Down made by the Province will be in accordance with the terms and conditions in Schedule D and/or D2. The Province has no control over a Public Entity's terms and conditions. The Offeror reserves the right to refuse to accept a Counter Offer from a Public Entity; however, if the Offeror accepts the Draw Down Form from a Public Entity by providing the Goods and/or Services requested, the Offeror will be deemed to have accepted the Counter Offer;

- e) all references to dollars, currency, and money shall mean Canadian dollars (\$CAD);
- f) an Entity will pay to the Offeror the Prices and any applicable sales taxes for the Goods and/or Services that have been specified on the Draw Down;
- g) an Entity reserves the right to procure the specified Goods and/or Services by any other means it deems necessary including the use of other agreements, or by other procurement and contracting methods;
- h) **the Province disclaims any and all liability in respect of any Draw Down made by a Public Entity. The Province disclaims any and all liability in respect of this CSA;**
- i) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Draw Downs. The Province shall promptly notify the Offeror of such action;
- j) despite any acceptance of a Counter Offer, as provided in section 3(d), no change to this CSA will be valid unless it is by way of an addendum signed by both the Offeror and the Province;
- k) at the request of the Province's Representative, the Offeror will provide product descriptions, pricing grids if requested, and other relevant information in hard copy or in mutually agreeable electronic media and format;
- l) the Offeror's Representative, and a designated back-up individual, will be available during the Province's normal business hours, and will have the authority to represent the Offeror with respect to all issues arising under this CSA;
- m) Schedule C, Administrative Requirements applies to, and must be complied with by the Offeror for all Draw Downs made against this CSA, including those made by a Public Entity;
- n) where the purchaser is an Entity that is exempt from the application of Goods and Services Tax, the Offeror agrees that the Goods and/or Services purchased pursuant to this offer are for the sole use of, and are being purchased by that Entity, with Crown funds, and are not subject to the Goods and Services tax;
- o) notwithstanding section 3 (n) of this CSA, the Offeror acknowledges that the application of Goods and Services Tax may apply differently to some Public Entities accessing this CSA and the Offeror should inquire at the time of order regarding the application of Goods and Services Tax; and
- p) the Offeror will provide the Province's Representative with 60 days written notice of any changes to the list of Goods and/or Services included in Schedule "A".

DRAW DOWN MECHANISM

- 4. The Goods and/or Services may be ordered by issuance of a Draw Down.
- 5. The Offeror will treat as valid any Draw Down Form that includes the following:
 - (a) this CSA Reference Number CS-000503;
 - (b) the Public Entity's purchase order number;

- (c) the Goods and/or Services that are being ordered and applicable pricing;
 - (d) letterhead or other graphics identifying the Public Entity making the Draw Down; and
 - (e) location to which the Goods and/or Services are to be delivered.
6. If the Province issues a Draw Down Form to the Offeror prior to the expiry of this CSA and receives the Goods and/or Services, then the Province will pay to the Offeror amounts payable as described in Schedule "A" to this CSA. Draw Downs against a CSA paid for with the Province's acquisition card will be accorded the same prices and terms and conditions as any other Draw Down.
7. If there is any conflict or inconsistency among any of the provisions of the following documents:
- (a) this CSA; and
 - (b) a Draw Down,

then the order of precedence will be (a) and then (b), except in the event that the Offeror accepts a Counter Offer, in which case the order of precedence will be (b) and then (a) in respect of Schedule D.

NOTIFICATION OF WITHDRAWAL

8. In the event that the Offeror wishes to withdraw this CSA, the Offeror will provide no less than thirty (30) days' prior written notice to the Province's Representative, and such withdrawal of this CSA will not be effective until receipt of such notification by the Province's Representative and the expiry of such notice period.
9. The Offeror agrees to fulfil any Draw Downs, which may be made before the expiry of such notice period.

REPRESENTATIONS

10. The Offeror represents and warrants to the Province that:
- (a) it is a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and is fully legally authorized, licensed and permitted to provide the Goods and/or Services;
 - (b) it has the power and capacity to enter into the CSA and to comply with each and every term and condition in the CSA and of any agreement resulting from a Draw Down;
 - (c) all necessary proceedings have been taken to authorize the Offeror to offer the Goods and/or Services on the terms and conditions set out in the CSA;
 - (d) all statements, representations or information, whether oral or written, made, furnished or given by the Offeror, its directors, officers or anyone acting on behalf of the Offeror, to the Province in connection with this CSA are materially correct and accurate;
 - (e) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its condition or its ability to fulfil its obligations under this

CSA or any agreement resulting from a Draw Down;

- (f) it is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfil its obligations under this CSA;
- (g) it has filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, has complied with all workers compensation legislation and other similar legislation to which it is subject, and has paid all taxes, fees, and assessments due as of the date of this CSA;
- (h) it is not in breach of any law, statute, regulation, or by-law applicable to its operations;
- (i) it holds all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct its business; and
- (j) it has, and will provide and maintain throughout the term of this CSA, sufficient staff, servants, employees, subcontractors, materials and appropriate resources in place and available to it to fully perform and provide their obligations under this CSA in a proper and timely manner.

11. All representations, warranties, covenants and agreements made in this CSA are material and the Province has relied on them, notwithstanding any prior or subsequent investigation by the Province.

SIGNED by the Offeror

(Authorized Signatory)

Title

(Print Name)

SCHEDULE "B"

ORDERING AND CONTACT INFORMATION

Offeror's Representative(s)

Chris Metcalfe, President
1401 Bewicke Avenue
North Vancouver, British Columbia V7M 3C7
Phone: 604-998-1200 ext. 116
Fax: 604-987-6119
Email: Chris.metcalfe@mediquest.ca

SCHEDULE "C"

ADMINISTRATIVE REQUIREMENTS

The following are the administrative requirements and procedures applying to CSA Number CS-000503.

PURCHASING SERVICES CSA CONTACTS

1. For further information or clarification regarding:

Administration:

Shirley Boon

Email: Shirley.Boon@gov.bc.ca

Phone: 250-828-4322

Province's Representative:

Kai Robinson, Procurement Specialist

Email: purchasing@gov.bc.ca Attn: Kai Robinson *in subject line*

Phone: 250-387-7300

DRAW DOWN REPORTING PROCEDURES

2. Offeror is solely responsible for providing all Draw Down information to Purchasing Services. Draw Down reports must be submitted on a monthly basis.

3. Monthly Draw Down information must be sent either by mail, fax or electronically by the Offeror to:

Purchasing Services Branch
Minister of Labour and Citizens' Services
Attn: Shirley Boon
2nd Floor, 455 Columbia Street
Kamloops BC V2C 6K4
Fax: 250-371-3890
Email: Shirley.Boon@gov.bc.ca

4. The report must contain at a minimum, for each Draw Down made:

CSA #;

Public Entity making the Draw Down

Draw Down Form number;

Item(s) ordered

Part number ordered

Quantity ordered

Price

The information should be provided in columns in the following order:

CSA #	Entity	Draw Down #	Item	Part #	Quantity	Price
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5. The Offeror shall provide a monthly report regardless of whether or not any Draw Downs are received in that month.
6. Each quarter the Offeror must submit to Purchasing Services Branch a cheque for one percent of all sales (exclusive of taxes and freight charges) that were reported to Purchasing Services on the monthly draw down reports, including sales to any Public Entity making a Draw Down against this CSA. The cheque must be payable to the Minister of Finance, and sent to Shirley Boon, Purchasing Services Branch, 2nd floor, 455 Columbia Street, Kamloops, BC V2C 6K4. The cheque must clearly identify the CSA number and the months represented in the payment. The cheque must be submitted no more than 1 month after the end of the quarter:

The fee for:
January, February, March
April, May, June
July, August, September
October, November, December

Is due:
April 30
July 31
October 31
January 31

7. Draw Down reports will be checked against the Purchasing Services Branch copies of the Draw Downs to verify accuracy. Purchasing Services shall promptly notify Offeror of any discrepancy, and will be given one month to respond to or rectify the report.
8. More than two occurrences of inaccuracies may result in the CSA being suspended, until such time as the Offeror can demonstrate to Purchasing Services that they are capable of managing the terms of their CSA agreement.
9. Failure to submit a reimbursement cheque within two months of the end of a quarter in which sales were reported may result in the CSA being suspended until such time as reimbursement is received.

SCHEDULE "D"

GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS MADE BY THE PROVINCE FOR GOODS

- 1) In this schedule, the "Contractor" means the Offeror, upon acceptance of a Draw Down Form.
- 2) The terms and conditions contained in this Schedule D, the Draw Down Form and CSA Number CS-000503 (including the attached schedules) will constitute the full and complete agreement between the parties (the "Agreement").
- 3) The Province reserves the right to cancel this Agreement, if promised or specified delivery is not met or if Goods fail to meet specification requirements. Over shipments against this order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
- 4) The Province has the right of inspection and approval. Inspection by the Province of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the Province and confirmed in writing.
- 5) The Contractor must indemnify the Province, its agents, employees, successors and assigns from and against any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the Goods covered by this Agreement or incidental or ancillary thereto, including without limitation any claim of any person, firm, or corporation alleging that the sale by the Contractor to the Province hereunder constitutes an infringement of patent rights, copyright or any other intellectual property rights,
- 6) The Contractor must obtain and maintain insurance in the types and amounts sufficient to cover the provision of Goods under this Agreement, including without limitation product liability risk, and must produce evidence of such insurance to the Province on request at any time during the Term.
- 7) The Contractor is an independent contractor and not an employee, agent or partner of the Province.
- 8) The Contractor must not change prices, terms or conditions without the prior written permission of the Province's Representative.
- 9) Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor under the Agreement is subject to:
 - a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c.138, as amended from time to time (the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due under this Agreement, to make that payment; and
 - b) Treasury Board, as defined in the Act, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 10) Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
- 11) The Contractor must not provide any Goods to any person, which in the Province's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's obligations to the Province under the Agreement.
- 12) Time will be of the essence in this Agreement.
- 13) The Agreement is governed by the laws of the Province of British Columbia.
- 14) The Contractor must comply with all applicable laws in providing the Goods specified.
- 15) The Province is dedicated to successful negotiation with the Contractor to resolve any conflict arising in the performance of this Agreement. In the event of unsuccessful informal negotiations however, disputes rising out of or in connection with this Agreement will be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*. The place of arbitration will be Victoria, British Columbia, Canada.

SCHEDULE “D2”

TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS ON CORPORATE SUPPLY ARRANGEMENTS FOR SERVICES

- 1) In this Schedule D2,
 - (a) “CSA” means CS-000503;
 - (b) “Draw Down” means a written draw down form issued by a Purchaser against a CSA for the provision of a specified quantity of Services at the Prices;
 - (c) “Entity” means those entities eligible to make a Draw Down against the CSA as listed on the Purchasing Services’ website;
 - (d) “Prices” means the prices as set out in Schedule “A” of the CSA;
 - (e) “Purchasing Services” means the Purchasing Services Branch of the Ministry of Labour and Citizens’ Services, of the Province of British Columbia;
 - (f) “Purchaser” means the Province or an Entity that has issued a Draw Down;
 - (g) “Services” means the services described in Schedule “A” to the CSA; and
 - (h) “Supplier” means the Offeror under the CSA who is in receipt of a Draw Down;
- 2) In the event that a Draw Down is issued, the terms and conditions contained in this Schedule D2 will constitute the full and complete agreement between the parties (the “Agreement”). In the event of a conflict, the CSA will govern.
- 3) The Contractor must provide the Services in accordance with this Agreement. The Contractor must provide the Services for the period described in Schedule “A” to the CSA.
- 4) The Contractor must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to provide the Services.
- 5) The Contractor must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 6) The Contractor must ensure that all persons employed or retained by the Contractor to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
- 7) The Contractor must comply with the Purchaser’s instructions in performing the Services, but unless otherwise specified between the parties, the Contractor may determine the manner in which those instructions are carried out.
- 8) The Contractor must, upon the Purchaser’s request, fully inform the Purchaser of all work that the Contractor does in connection with providing the Services.
- 9) The Contractor must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content and for a period satisfactory to the Purchaser.
- 10) The Contractor must permit the Purchaser at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
 - (a) produced by the Contractor or a subcontractor (the “Produced Material”, which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a subcontractor (the “Incorporated Material”), or
 - (b) received by the Contractor or a subcontractor from the Purchaser or any other person (the “Received Material”).

In this Agreement, the Produced Material and the Received Material is collectively referred to as the “Material”.

- 11) The Contractor must treat as confidential all Material and all other information accessed or obtained by the Contractor or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement and not permit its disclosure without the Purchaser’s prior written consent except

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable law,
- (b) it is information that is generally known to the public other than as a result of a breach of this Agreement, or
- (c) if it is information in any Incorporated Material.

12) The Contractor must

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
- (b) comply with the Security Schedule, if attached to this Agreement;

13) If the Contractor receives a request for access to any of the Material from a person other than the Purchaser, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must advise the person to make the request to the Purchaser.

14) The Purchaser exclusively owns all property rights in the Material which are not intellectual property rights, and the Contractor must deliver any Material to the Purchaser immediately upon the Purchaser's request.

15) The Purchaser exclusively owns all intellectual property rights, including copyright, in

- (a) Received Material that the Contractor receives from the Purchaser, and
- (b) Produced Material, other than any Incorporated Material.

Upon the Purchaser's request, the Contractor must deliver to the Purchaser documents satisfactory to the Purchaser waiving in the Purchaser's favour any moral rights which the Contractor or the Contractor's employees or subcontractors may have in the Produced Material and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in the Purchaser.

16) Upon any Incorporated Material being embedded or incorporated in the Produced Material, the Contractor grants the Purchaser a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.

17) The Contractor must comply with the Privacy Protection Schedule, if attached to this Agreement.

18) The Contractor must apply for and, immediately on receipt, remit to the Purchaser any refund or remission of federal or provincial tax or duty that the Purchaser has paid, or has agreed to pay, to the Contractor under this Agreement.

19) The Contractor must comply with all applicable laws.

20) The Contractor must indemnify and save harmless the Purchaser and its employees and agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, or directors in providing the Services.

21) The Contractor must not assign its rights without the Purchaser's prior written consent.

22) The Contractor must not subcontract any obligation with respect to the Services without the Purchaser's prior written consent. No subcontract, whether consented to or not, relieves the Contractor from any of its obligations. The Contractor must ensure that any subcontractor fully complies with these terms and conditions in performing the subcontracted Services.

23) The Contractor must not provide any services to any person in circumstances which, in the Purchaser's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Purchaser under the Agreement.

24) The Contractor must not do anything that would result in personnel hired by the Contractor being considered employees of the Purchaser.

25) The Contractor must not commit or purport to commit the Purchaser to pay any money except as authorized by the Agreement.

PAYMENT

26) The Purchaser must pay the Contractor in accordance with the Prices for the Services delivered pursuant to a Draw Down.

27) The Contractor must submit written statements of account to the Purchaser as specified in Schedule A of the CSA.

28) The Purchaser may withhold from any payment due to the Contractor an amount sufficient to indemnify the Purchaser against any liens or other third party claims that have arise or could arise in connection with the provision of the Services.

29) The Purchaser's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Purchaser during which payment becomes due.

30) Unless otherwise specified, all references to money are to Canadian dollars.

31) The Purchaser certifies to the Contractor that the Services purchased under the Agreement are for the Purchaser's use and are being purchased by the Purchaser with Crown funds and are therefore not subject to the Goods and Services Tax. However, if the Purchaser is not the Province, then the application of GST may be different for those Purchasers and it is the sole responsibility of the Contractor to inquire at the time of Draw Down about the application of GST.

32) If the Contractor is not a resident in Canada, the Purchaser may be required by law to withhold income tax from the Prices and then remit that tax to the Receiver General of Canada on the Contractor's behalf.

TERMINATION

33) The Purchaser may terminate this Agreement

(a) for the Contractor's failure to comply with this Agreement, immediately on giving written notice of termination to the Contractor, and

(b) for any other reason, on giving at least 10 days' written notice of termination to the Contractor.

If the Purchaser terminates this Agreement under paragraph (b), the Purchaser must pay the Contractor that portion of the Prices which equals the portion of the Services that was completed to the Purchaser's satisfaction before termination. That payment discharges the Purchaser from all liability to the Contractor under these terms and conditions.

34) If the Contractor fails to comply with this Agreement, the Purchaser may terminate the Agreement and pursue other remedies as well.

GENERAL

35) The Contractor is an independent contractor and not the Purchaser's employee, agent, or partner.

36) The Purchaser must make available to the Contractor all information in the Purchaser's possession which the Purchaser considers pertinent to the Contractor's performance of the Services.

37) This Agreement is governed by and are to be construed in accordance with the laws of British Columbia.

38) Time is of the essence.

39) Any notice contemplated by this Agreement, to be effective, must be in writing and either:

(a) sent by fax to the addressee's fax number specified in the CSA,

(b) delivered by hand to the addressee's address specified in the CSA, or

(c) mailed by prepaid registered mail to the addressee's address specified in the CSA.

Any notice mailed in accordance with subsection (c) is deemed to be received 96 hours after mailing. Either of the Parties may give notice to the other of a substitute address or fax number from time to time.

40) A waiver of any term of this Agreement or of any breach by the Contractor of this Agreement is effective only if it is in writing and signed by the Purchaser and is not a waiver of any other term or any other breach.

41) No modification of these terms and conditions is effective unless it is in writing and signed by the Parties.

42) All disputes arising out of or in connection with these terms and conditions or the Services must, unless the Parties otherwise agree, be finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

43) Sections 8 to 18, 20, 28, 29, 32 to 34 and 42 continue in force indefinitely, even after the Services are completed.

44) If there is a conflict between the terms and conditions in this Agreement and the CSA, the provision in the CSA will govern.