MISSION CONTROL NOC AND HELPDESK

MASTER SERVICES AGREEMENT (CANADA)

Governing law: Province of Ontario · Forum: Toronto, Ontario

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1. Services; Order of Precedence.

1.1 Service.

During the term of this **MSA** and subject to the terms and conditions herein, **Mission Control** agrees to provide certain: (i) Remotely Managed IT Services ("**Managed Services**") purchased by Partner in accordance with the terms of this Section 1.1. These Services may include NOC, HelpDesk, Projects and Dispatching, and other remotely managed IT services provided by **Mission Control**, however combined or separated.

The Services being purchased by Partner are to be specified in a physical, digital or online service order ("**Service Order**") or Master Agreement / Statement of Work ("**Master Agreement**" or "**Statement of Work**" or "**SOW**") executed (or, if online, accepted pursuant to an online order process) by the parties which references this **MSA**. A detailed description of the specific **Managed Services** being purchased is set forth in the service description and service level agreement ("**SLA**") for such **Managed Services** and attached to (or "linked to" / "linked from" if the Partner is purchasing online) the **Service Order** or **SOW** and incorporated therein by reference. All **Service Order**s and **SOW**s (whether signed or accepted pursuant to an online order process) are subject to the terms and conditions of this **MSA** and will include the following:

a) the Services to be performed, including, if applicable, any SLAs;
b) the term of the Services;
c) the compensation and billing method for the Services; and
d) any other applicable information agreed to by the parties.

1.2 Order of Precedence.

In the event of a conflict between the terms of the **MSA** and a **Service Order**/**SOW** (including any exhibits or attachments thereto), the terms of the **Service Order**/**SOW** shall govern.

2. Service Fees; Taxes; Invoicing and Payment.

2.1 Services

Mission Control's fees for the Services are set forth on each Service Order/SOW.

2.2 Managed Services Service Fees.

The contract term for the **Managed Services** specified on each **Service Order**/**SOW** will begin on the first day in which: (a) **Mission Control** is requested to start the service; (b) Partner has received login details and is able to access a **Mission Control** online portal ("**Portal**"), and/or (c) **Mission Control** has verified and completed all appropriate onboarding, (the "**Service Commencement Date**").

Invoicing commences on the GO-LIVE Date as defined in the applicable **Service Order**/**SOW**. Billing Cycles, proration, recurring and non-recurring charges, and overages are invoiced as set out in that **Service Order**/**SOW**. Billing will commence for the entire service even if there are devices, systems, or services not yet implemented by Partner.

2.3 Change Control.

"Change" means any change to the Services that 1) would modify or alter the delivery of the Services or the composition of the Services, 2) would alter the cost to Partner for the Services, or 3) is agreed by Partner and **Mission Control** in writing to be a Change. From time to time during the term of the Services, Partner or **Mission Control** may propose Changes to the Services. In order for any Change to the applicable **Service Order**/**SOW** to be effective, it shall be memorialized in a change order ("**Change Order**") or other written amendment signed by **Mission Control** and Partner, that specifically identifies the portion of the **Service Order**/**SOW** that is the subject of the modification or amendment and the changed or new provision.

2.4 Taxes

Partner shall be responsible for the payment of all taxes and fees assessed or imposed on the **Managed Services** for itself, and/or its customers, including taxes and fees charged under the **Service Order**/**SOW** in any country or territory in which the Partner receives the benefit of the Services, including any sales, use, excise, value-added, or comparable taxes, but excluding taxes: 1) for which the Partner has provided a valid resale or exemption certificate, or 2) imposed on **Mission Control**'s income or arising from the employment relationship between **Mission Control** and its employees. If Partner is required by law to withhold or deduct an amount from payments due to **Mission Control** for taxes or other impositions by a government entity under this **MSA**, Partner shall include such additional amount to **Mission Control** with its payment to ensure that **Mission Control** receives, after such withholding or deduction, the amount that it would have been paid had no withholding or deduction been required. The preceding sentence shall not apply in the case of any execution or other legal process served on Partner relating to the collection of judgments against **Mission Control**.

2.5 Invoices and Payment

Mission Control will invoice Partner in accordance with the billing terms set out in the applicable **Service Order** or **SOW**, including the currency, Billing Cycle, payment method, and the period within which Partner may review and dispute each invoice before payment is processed. All undisputed amounts are payable on the date payment falls due under the applicable **Service Order** or **SOW** (the "**Invoice Due Date**").

2.6 Disputes and Nonpayment

Partner shall have the right to reasonably, and in good faith, dispute any invoice or any portion of any invoice claimed by Mission Control as due and payable provided that, prior to the Invoice Due Date, Partner (i) timely pays any undisputed portion of the amount due and payable, and (ii) provides Mission Control with written notice specifying the disputed amount and the basis for the dispute in reasonable detail.

Except for amounts disputed in good faith by Partner in accordance with this Section 2.6, late fees, processing charges, suspension or withholding of Services, and reactivation fees for amounts not paid by the Invoice Due Date are as set out in the applicable **Service Order**/**SOW**. **Mission Control** will not suspend Services in respect of any amount that is the subject of a good faith dispute under this Section 2.6.

3. Term of MSA; Service Order(s) and SOW(s).

3.1 Term of MSA.

The term of this MSA shall commence on the Effective Date and shall continue until terminated as provided herein. Notwithstanding any termination of this MSA, its terms shall remain in effect for the limited purpose of governing the completion or expiration of the Services set forth on any Service Order/SOW that is still in effect at the time of termination.

3.2 Term of Service Orders/SOW(s).

The term for the Services is specified on the **Service Order** and/or **SOW**.

4. Termination.

4.1 Termination for Breach.

Either party may terminate this **MSA** or any or all **Service Order**s and/or **SOW**s, if the other party materially defaults in performing any obligation under this **MSA** (including any **Service Order**/**SOW**) and such default continues un-remedied for a period of ninety (90) days following written notice of default, except that where the default is a failure to pay any undisputed amount when due, the cure period shall be thirty (30) days following written notice of default. If this **MSA** or the **Service Order** and/or **SOW** is terminated by Partner prior to the expiration date of the term for the Services for any reason other than **Mission Control**'s breach, Partner agrees to pay to **Mission Control**: (i) for **Managed Services**, all unpaid **Managed Services** Service Fees as set forth on the **Service Order** for the **Managed Services** performed through the effective termination date plus a termination fee equal to the **Managed Services** Service Fees that will become due during the remaining term of the **Service Order**(s). If Partner terminates this **MSA** or the **Service Order** and/or **SOW** because of **Mission Control**'s breach, then to the extent that Partner has prepaid any Service fees, **Mission Control** shall refund to Partner any prepaid Service fees on a pro-rata basis to the extent such Service fees are attributable to the period after such termination date.

4.2 Termination for Insolvency

This **MSA** will terminate, effective upon delivery of written notice by either party to the other party upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party. For purposes of Section 4.1, a termination by **Mission Control** under this Section shall be deemed a termination for its breach.

4.3 Termination for Convenience.

Unless otherwise specified on the **Service Order** and/or **SOW**, either party may terminate this **MSA** or any or all **Service Order**s and/or **SOW**s for convenience by providing ninety (90) days written notice.

5. Proprietary Rights

5.1 Partner's Proprietary Rights.

Partner represents and warrants that it has the necessary rights, power and authority to transmit and allow access to Partner Data (as defined below) to **Mission Control** under this **MSA** and that Partner has and shall continue to fulfill all obligations with respect to individuals as required to permit **Mission Control** to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Partner. As between Partner and **Mission Control**, Partner will own all right, title and interest in and to (i) any data provided by Partner to **Mission Control** and/or Partner's data accessed or used by **Mission Control** or transmitted by Partner to **Mission Control** in connection with **Mission Control**'s provision of the Services, including, but not limited to, Partner's data included in any written or printed summaries, analyses or reports generated in connection with the Services (Partner's data, is the "**Partner Data**"), (ii) all intellectual property, including patents, copyrights, trademarks, trade secrets and other proprietary information ("IP") of Partner that may be made available to **Mission Control** in the course of providing Services under this **MSA**, and (iii) all confidential or proprietary information of Partner or Partner Affiliates, including, but not limited to, Partner Data, any reports prepared by **Mission Control** for Partner in connection with the Services ("**Partner Reports**"), and other Partner files, documentation and related materials, in each case under this clause (iii), obtained by **Mission Control** in connection with this **MSA**.

Partner grants to **Mission Control** a limited, non-exclusive license to use the Partner Data to perform the Services. **Mission Control** may process NOC Event Data during and after the term hereof to develop and enhance its products and services. "NOC Event Data" means information, collected during **Mission Control** provision of **Managed Services**, related to security events. Partner grants to **Mission Control** a limited, non-exclusive, perpetual, worldwide, irrevocable license to use and otherwise process the NOC Event Data during and after the term hereof to develop, enhance and/or improve its security services and the products and services it offers and provides to partners. To the extent such NOC Event Data includes information about individuals, **Mission Control** will be the controller. This **MSA** does not transfer or convey to **Mission Control** or any third party any right, title or interest in or to the Partner Data or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this **MSA**.

6. Confidentiality.

In the performance of the Services, Partner and **Mission Control** may have access to or be exposed to information of the other party not generally known to the public, including, but not limited to software, product plans, marketing and sales information, partner lists, "know-how," or trade secrets which may be designated as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "**Confidential Information**").

Confidential Information may not be shared with third parties unless such disclosure is to personnel of **Mission Control** or Partner, including employees, agents and subcontractors, on a "need-to-know" basis in connection with its performance obligations pursuant to this **MSA** or any **Service Order** or **SOW**, so long as such personnel have agreed to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take precautions to maintain the confidentiality of Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like-kind nature, but in no case less than a commercially reasonable standard of care. The foregoing shall not include information, which:

(A) was known by one party prior to its receipt from the other or is or becomes public knowledge without the fault of the recipient,
(B) is received by the recipient from a source other than a party to this **MSA**,
(C) is independently developed by a party without causing a breach of the terms hereunder, or
(D) a party is required to disclose in response to an order by a court or governmental agency, but as much advance notice of the disclosure as reasonably possible is to be provided to other party prior to the making of the disclosure.

During the term of this **MSA** and the Services, **Mission Control** shall employ and maintain reasonable and appropriate safeguards designed to: (a) reasonably protect all Partner Data in **Mission Control**'s possession from unauthorized use, alteration, access or disclosure; and (b) ensure that **Mission Control**'s employees and agents are appropriately trained to maintain the confidentiality and security of Partner Data in **Mission Control**'s possession.

An unauthorized intrusion by a third party into **Mission Control**'s network or systems, not directly caused by **Mission Control**'s negligence or willful misconduct, that results in unauthorized access to Partner's Confidential Information or Partner Data shall not be considered a breach of this Section 6.

Mission Control agrees to notify Partner promptly (within 48 hours), upon becoming aware of a confirmed use, accidental or unlawful destruction, loss or unauthorized disclosure of Partner Data or Partner Information in violation of this **MSA**.

This Section 6 shall survive any expiration or termination of this MSA; provided that with respect to any Confidential Information remaining in the receiving party's possession following any termination or expiration of this **MSA**, the obligations under this Section 6 shall survive for as long as such Confidential Information remains in such party's possession.

7. Warranties; Limitation of Liability.

7.1 Warranties

Mission Control WARRANTS THAT:
1) ITS PERSONNEL ARE AND WILL THROUGHOUT THE TERM BE ADEQUATELY TRAINED AND COMPETENT TO PERFORM THE SERVICES, AND 2) THE SERVICES SHALL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE SERVICE ORDER/**SOW** AND THIS **MSA**. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7.1, **Mission Control** (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "**MISSION CONTROL PARTY(IES)**") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE PRODUCTS, SERVICES OR PARTNER REPORTS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR NON-INFRINGEMENT. PARTNER UNDERSTANDS THAT **MISSION CONTROL'S** SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF PARTNER'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK.

7.2 Limitation of Liability

7.2.1 NEITHER THE **MISSION CONTROL** PARTIES NOR PARTNER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR

IN CONNECTION WITH THIS **MSA**, INCLUDING ANY SERVICE ORDER OR **SOW**.

7.2.2 NEITHER THE MISSION CONTROL PARTIES NOR PARTNER, SHALL HAVE ANY LIABILITY FOR THE FOLLOWING: (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, OR (D) BUSINESS INTERRUPTION OR DOWNTIME.

7.2.3 EXCEPT AS PROVIDED IN SECTION 9.1, THE **MISSION CONTROL** PARTIES' AND PARTNER'S RESPECTIVE AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS **MSA** SHALL NOT EXCEED: (A) FOR THE **MANAGED SERVICES**: THE AMOUNTS PAID BY PARTNER FOR THE SPECIFIC **MANAGED SERVICES** GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE (12) MONTH PERIOD; AND (B) FOR ANY CONSULTING SERVICES: THE AMOUNT OF THE **SOW.**

7.2.4 The foregoing limitations, exclusions and disclaimers shall apply, regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, and tort or otherwise. Insofar as applicable law prohibits any limitation herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation permitted to the fullest extent possible under such law. The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk constituting in part the consideration for **Mission Control**'s sale of Services and/or Products to Partner, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of such liabilities.

This Section 7 shall survive any expiration or termination of this MSA.

8. Data Privacy

8.1 Partner authorizes **Mission Control** to collect, use, store, transfer and otherwise process the personal data **Mission Control** obtains from its customers as a result of providing the Services for the purpose of complying with **Mission Control**'s rights and obligations under this **MSA** and for any additional purposes described pursuant to this **MSA**.

9. Indemnification.

"Indemnified Parties" shall mean, in the case of **Mission Control**, **Mission Control**, its Affiliates and subcontractors, and each their respective directors, officers, employees, contractors and agents and, in the case of Partner, Partner, and each of their respective directors, officers, employees, contractors and agents.

9.1 Mutual General Indemnity.

Each party agrees to indemnify, defend and hold harmless the other party from any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or willful misconduct (as to which the exclusions and limitations of liability set out in Section 7 shall not apply).

9.2 Indemnification Procedures.

The Indemnified Party will i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party.

This Section 9 states each party's exclusive remedies for any third-party claim or action, and nothing in this MSA or elsewhere will obligate either party to provide any greater indemnity to the other. This Section 9 shall survive any expiration or termination of this MSA.

10. Government Entity

Partner represents and warrants that it is not a national, provincial, Federal, state, county or municipal government or any governmental agency, department, subdivision, instrumentality, body, corporation or other arm or extension of any of the foregoing and, in executing and delivering this **MSA** and receiving the Products and Services hereunder, is not acting under the authority or color of authority of any of the foregoing.

This Section 10 shall survive any expiration or termination of this MSA.

11. Important Additional Terms.

11.1 Independent Contractor Relationship; No Publicity; Assignment; Subcontracting.

The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this **MSA**. Neither party will use the other party's name (except internal use only), trademark, logos, or trade name without the prior written consent of the other party. **Mission Control** has the right to assign, subcontract or delegate in whole or in part this **MSA**, or any rights, duties, obligations or liabilities under this **MSA**, by operation of law or otherwise, provided **Mission Control** shall remain responsible for the performance of Services under this **MSA**. Otherwise, neither party may assign this **MSA** without the permission of the other party which permission shall not be unreasonably withheld, conditioned or delayed; except that either party may assign this **MSA** without the consent of the other party to a successor in connection with a merger, sale of all, or substantially all, of such party's assets, or other change of control.

11.2 Entire Agreement; Amendments; Severability; Binding Effect.

This **MSA**, including any appendices, applicable **Service Order**s and/or **SOW**(s), including related and linked documents declared within the **Service Orders** and/or **SOW**(s) are the entire agreement between **Mission Control** and Partner with respect to its subject matter and supersede all prior oral and written understandings, agreements, communications, and terms and conditions between the parties including, without limitation, any terms contained within a purchase order issued by Partner in connection with the Services, including, but not limited to, any separate security or privacy agreements executed by the parties. This **MSA**, **Service Orders**, and **SOW**(s) may be amended from time to time by **Mission Control**, as reasonably necessary, in its reasonable discretion as long as such amendments (a) will have no material adverse impact on the Services or Service Levels currently being provided to Partner by **Mission Control**; and (b) are being effected with respect to all similarly situated **Mission Control**

Partners. If any provision of this **MSA** is void or unenforceable, the remainder of this **MSA** will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of this **MSA**. This **MSA**, along with all related **Service Order(s)** and **SOW(s)** shall be binding upon, inure to the benefit of, and be enforceable by **Mission Control** and **Partner**, and their respective affiliates, successors, heirs, executors, administrators and permitted assigns.

11.3 Force Majeure.

Neither party shall be liable to the other party for any failure to perform any of its obligations under this **MSA** during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, acts of God, terrorism, strikes, failure of suppliers, fires, floods, earthquakes, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, or fifteen (15) business days as to a Force Majeure delaying Partner's performance of its payment obligations, the other party may immediately terminate the applicable **Service Order** and/or **SOW** by giving written notice to the delayed party.

11.4 Notices

Any notices required under this **MSA** shall be sent to the addresses of the parties stated on the **Service Order** / **SOW** and shall be deemed received if delivered personally, on the day of delivery; if sent by mail or courier three (3) days after dispatch; if sent by facsimile or electronic mail, upon successful completion of transmission to the party to whom the notice is given.

Either party may change its notice address at any time by giving notice of the change to the other party as provided in this Section.

This Section 11.4 shall apply for formal contract notices only and shall not limit the parties' ability to communicate via e-mail or other agreed to methods for routine communications.

11.5 Governing Law, Forum and Language

THE PARTIES AGREE THAT THIS **MSA**, AND THE SERVICES HEREUNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN PARTNER AND MISSION CONTROL ARISING FROM OR RELATING TO THIS **MSA**, THE SERVICES, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS **MSA** OR ANY RELATED PURCHASE SHALL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, CANADA, WITHOUT REGARD TO CONFLICTS OF LAW.

Subject to Section 11.9, the parties agree that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the **MSA** and/or the Services its interpretation, or the breach, termination or validity thereof, the relationships which result from this **MSA** or any related purchase shall be brought exclusively in the courts located in Toronto, Ontario, Canada, provided, however, that any third-party action between **Mission Control** and Partner may be brought in any jurisdiction in which the main litigation is pending so long as such litigation is

within Canada. Partner and **Mission Control** agree to submit to the personal jurisdiction of the courts located within Toronto, Ontario, Canada and to any other court within Canada for purposes of a third party action and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

11.6 Compliance with Laws.

Each party agrees to comply with all laws and regulations applicable to such party during performance of its obligations under this **MSA**.

11.7 Third Party Beneficiaries.

The parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary rights with respect to either of the parties.

11.8 Non-Solicitation.

During the term of this **MSA**, and for a period of three (3) years thereafter, neither party shall directly or indirectly employ, solicit or retain the services of the personnel of the other party, for its own benefit or for the benefit of another. Notwithstanding the foregoing, the provision shall not restrict in any way the right of either party to solicit generally in the media for required personnel, and shall not restrict employees, contractors, or other representatives of either party from pursuing on their own initiative employment or contract opportunities from or with either party.

11.9 Dispute Resolution.

The parties will first attempt in good faith to resolve any dispute, claim or controversy arising out of or relating to this **MSA** or the Services hereunder (a "**Dispute**") through discussion and negotiation between persons fully authorized to resolve it. A party raising a Dispute shall notify the other party in writing, describing the Dispute and the remedy sought. If the Dispute is not resolved within thirty (30) days after the other party's receipt of that notice, either party may refer it to final and binding arbitration administered by the ADR Institute of Canada, Inc. under its Arbitration Rules then in effect, before a single arbitrator. The seat of arbitration shall be Toronto, Ontario, and hearings may be conducted in person or virtually. Each party shall bear its own costs and legal fees, and the parties shall share the administrative fees and the arbitrator's fees equally. The arbitrator's award shall be final and binding upon the parties, and judgment on the award may be entered in any court of competent jurisdiction. The existence, content and results of any negotiation or arbitration under this Section shall be treated as Confidential Information.

Notwithstanding the foregoing, the following may be brought directly in the courts specified in Section 11.5 without first following the procedure in this Section 11.9: (a) any action by **Mission Control** to collect fees or other amounts invoiced under this **MSA** or any **Service Order**/**SOW**; and (b) any application by either party for a temporary restraining order, injunction or other equitable relief to preserve the status quo, prevent irreparable harm, or avoid the expiration of any applicable limitation period.

11.10 Execution

A digital copy of the signature of any party on the **Service Order** / **SOW** in connection or linked to/from this **MSA** shall be deemed an original signature for all purposes and a counterpart of this **MSA** may be delivered by email in PDF format. The Effective Date of this **MSA** shall be the date on which the last of **Mission Control** and Partner to sign has signed the related **Service Order** / **SOW**