

## IMPORTANT—READ CAREFULLY

Unless superseded by a modified signed license and services agreement between you and LATITUDE, LATITUDE is willing to license the Solution(s) and provide the Services to you only if you accept all the terms and conditions contained in this Master License and Services Agreement. Please read the terms and conditions carefully. If you do not agree to the terms and conditions as stated, below; please contact LATITUDE Customer Service for assistance.

### MASTER LICENSE AND SERVICES AGREEMENT (05/2018)

This Master License and Services Agreement (“Agreement”) is between you (“Licensee”) and Latitude Geographics Group Ltd. (“LATITUDE”), a British Columbia corporation, with a place of business at 300-1117 Wharf Street, Victoria, British Columbia, Canada, V8W 1T7.

Unless superseded by a modified signed license and services agreement, this Agreement and the Ordering Document, incorporated by this reference, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee’s purchase order. Any modification(s) or amendment(s) to this Agreement must be accepted in writing by an authorized representative of each party.

#### ARTICLE 1 DEFINITIONS

**Definition.** The terms used are defined as follows:

- a. “Data”, except as otherwise provided herein, means any Latitude Geographics Group Ltd. (“LATITUDE”) or third-party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, reports, or associated tabular attributes.
- b. “Documentation” means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings that may be available for the Solution(s).
- c. “Online Services” means software services or third party data components that perform GIS functions, tasks, or data services and are accessed over the Internet.
- d. “Ordering Document” means a LATITUDE proposal setting out the Solution(s) and Services that Licensee orders.
- e. “Perpetual License” means a license to use a version of a Solution for which applicable license fees have been paid, indefinitely, unless terminated by LATITUDE or Licensee as authorized under this Agreement.
- f. “Services” means services for the deployment, technical support, training, implementation or development services required for the Solution.
- g. “Solution” means an application with a defined code base requiring services to deploy and configure licensed under the terms of this Agreement for which LATITUDE retains the intellectual property rights.

#### ARTICLE 2 INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

LATITUDE is the owner of and/or has the right to use all intellectual property rights in the Solution(s), including, without limitation, written materials, logos, names and other support materials provided pursuant to this Agreement and prior to the execution of this Agreement. Subject to the license expressly granted by LATITUDE herein, these terms of use do not transfer from LATITUDE to Licensee any interest in the Solution(s), all right, title and interest in which remains solely with LATITUDE or its licensors. All provisions under this Agreement by LATITUDE to Licensee, including, without limitation, the Solution(s), are licensed and not sold. LATITUDE does not and has not transferred any ownership interests in any form or manner to the Licensee. LATITUDE and its licensors own the Solution(s), which are protected by Canadian law and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of receipt, Licensee agrees to use reasonable means to protect the Solution(s) from unauthorized use, reproduction, distribution, or publication. LATITUDE and its licensors reserve all rights not specifically granted in this Agreement.

#### ARTICLE 3 GRANT OF LICENSE

**3.1 Grant of License.** Subject to the terms and conditions set forth in this Agreement, LATITUDE grants to Licensee a personal, non-exclusive, nontransferable Perpetual License to use the Solution for which appropriate fees have been paid for the limited purposes of Licensee’s own internal business operations only.

**3.2 Consultant Access.** Licensee may provide access to the Solution(s) to any consultant or contractor of the Licensee, provided that the consultant or contractor is using the Solution(s) exclusively for the benefit of the Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this Agreement. Licensee shall require consultants or contractors to discontinue use of, and access to, Solution(s) upon completion of work for Licensee. Access to or use of Solution(s) by consultants or contractors not exclusively for Licensee's benefit is prohibited.

**3.3 Fees.** The Licensee shall pay to LATITUDE the fees for the Solution and related Services required for the development and deployment of the Solution(s) as set out in the Ordering Document.

## **ARTICLE 4 SCOPE OF USE**

**4.1 Permitted Uses** – Subject to the terms and conditions set forth in this Agreement, Licensee may:

- a. Licensees may make routine computer backups for archival purposes.

### **4.2 Uses Not Permitted**

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, **Licensee shall not:**

- a. Sell, rent, lease, sublicense, lend, assign, transfer, translate, export, or time-share the Solution, Data, Online Services or Documentation, except as provided in this Agreement.
- b. Redistribute the Solutions to third-parties, in whole or in part, including, but not limited to, extensions, components, or DLLs without prior written approval of LATITUDE as set forth in an application redistribution license agreement.
- c. Reverse engineer, decompile, cross-assemble, disassemble or otherwise change or reduce in any other form the Solution(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Remove or obscure the Licensor's copyright or trademark notices.
- e. Make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Solution(s).
- f. Use the Solution or Online Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Unbundle individual or component parts of the Solution for independent use.
- h. Incorporate any portion of Solution into any product or service that competes with a Geocortex Solution or Geocortex product.
- i. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with any Product in a manner that would subject such code or any part of the Product to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.
- j. Use the Solution(s) for purposes or actions that are in contravention of the UN Declaration of Human Rights, the Geneva Conventions of 1949, or the Geneva Protocols of 1977 to the extent within Licensee's control.

## **ARTICLE 5 TERM AND TERMINATION**

**5.1** The license for the Solution(s) is effective upon acceptance of this Agreement and shall continue until (i) such time that the Licensee elects in writing to discontinue use of the Solution(s) and terminates the license; or (ii) either party terminates the license for a material breach that is not cured within thirty (30) days of written notice to the other party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination of a license, Licensee shall (i) stop accessing and using affected Solutions(s) and (ii) uninstall and remove the Solution(s) in any form, and execute and deliver evidence of such actions to LATITUDE.

**5.2** In the event of termination for a material breach by Licensee, the due dates of all invoices for amounts owed by Licensee to LATITUDE shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this Agreement. Licensee will pay LATITUDE for all costs incurred by LATITUDE in performing the Services, including licensing costs for the Solution(s), under this Agreement up to the date of written notice, subject to the other provisions of the Agreement. In the case Licensee has pre-paid the Services under this Agreement, Licensee will be reimbursed on a prorated basis.

## ARTICLE 6. PRIVACY

**6.1 Privacy Policy.** Licensee acknowledges it has been informed about the LATITUDE Privacy Policy located at [www.geocortex.com/legal](http://www.geocortex.com/legal) (the "Privacy Policy"), which is applicable to the collection, use and disclosure of personal information by LATITUDE, and which is incorporated by reference into this Agreement.

**6.2 Personal Data.** Licensee acknowledges that data collected or generated through the use of the Online Services may be capable of identifying individual users of the Online Services ("Personal Information"). Personal Information is collected, used and disclosed solely for the purpose of providing the Online Services to Licensee in accordance with this Agreement or otherwise in accordance with the Privacy Policy.

**6.3 Legal Compliance.** Licensee shall comply with all applicable privacy laws in connection with its use of the Products and this Agreement. Without limiting the generality of the foregoing, Licensee will notify all of its personnel and other individuals using the Online Services about the information handling practices detailed in this Article 6 and the Privacy Policy, and will obtain all necessary consents required under applicable privacy law from such individuals with respect to the foregoing. Licensee acknowledges and agrees that: (i) the Online Services are only offered in jurisdictions in which the Online Services are not in violation of applicable privacy laws, including without limitation, any "do not track" legislation, (the "Legal Jurisdictions"); (ii) Licensee is responsible for determining the legality of the Online Services in the Licensee's jurisdiction; and (iii) all licenses and subscriptions granted to Licensee hereunder are not valid outside the Legal Jurisdictions.

## ARTICLE 7 LIMITED WARRANTIES AND DISCLAIMERS

### 7.1 Limited Warranties.

- a. LATITUDE shall provide the Services in a professional manner standard to the software industry.
- b. For a period of ninety (90) days from the date of deployment of the Solution(s) LATITUDE warrants that the Solution will substantially conform to the specifications set out in the applicable Ordering Document.
- c. The foregoing warranty shall not apply, and LATITUDE shall have no liability in respect of, any non-conformity resulting from: (i) installation, integration, modification or enhancement of the Services which have not been carried out by LATITUDE; (ii) failure to use the Solution(s) in accordance with the Documentation, Ordering Document or other reasonable instructions provided by LATITUDE; (iii) any use or combination of the Solution(s) with any software, equipment or services not supplied or approved by LATITUDE; (iv) user error, or other use of the Solution(s) in a manner or in an operating environment for which it was not intended, or other than as agreed in the Documentation or Ordering Document; or (v) failure to install an update or fix which has been made available by LATITUDE to remedy a known error or bug.

**7.2 General Disclaimer.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, LATITUDE DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LATITUDE DOES NOT WARRANT THAT THE SOLUTION(S) OR SERVICES WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, FAIL-SAFE OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. SOLUTION(S) ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE.

**7.3 Exclusive Remedy.** Licensee's exclusive remedy and LATITUDE's entire liability for breach of limited warranties set forth in this Article 6 shall be limited, at LATITUDE's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Solution; or (iii) return of the license fees and Services paid by Licensee for the Solution that does not meet LATITUDE's Limited Warranty, provided that the Licensee uninstalls, removes, or destroys all copies of the Solution and executes and delivers evidence of such actions to LATITUDE.

## ARTICLE 8 LIMITATION OF LIABILITY

**8.1 Disclaimer of Certain Types of Liability.** LATITUDE AND ITS LICENSOR(S) SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOLUTION(S) OR

SERVICES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT LATITUDE OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**8.2 General Limitation of Liability.** EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF LATITUDE AND ITS LICENSOR(S) HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.

**8.3 Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Solution(s) or any other product or service delivered by LATITUDE. The parties agree that LATITUDE has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. LATITUDE DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

## **ARTICLE 9 INFRINGEMENT INDEMNITY**

**9.1** LATITUDE shall defend, indemnify as described below, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorney's fees, arising out of any claims, actions, or demands by a third party alleging that the Solution infringes a U.S. or Canadian patent, copyright, or trademark provided:

- a. Licensee promptly notifies LATITUDE in writing of the claim;
- b. Licensee provides LATITUDE documents describing the allegations of infringement;
- c. LATITUDE has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- d. Licensee cooperates fully in the defense of the claim at LATITUDE's request.

**9.2** If a Solution is found to infringe a Canadian or US patent, copyright, or trademark, LATITUDE, at its own expense, may either (i) obtain rights for Licensee to continue using the Solution or (ii) modify the allegedly infringing elements of the Solution while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing the infringing Solution and shall uninstall and return to LATITUDE any infringing item(s). LATITUDE's entire liability shall then be to indemnify Licensee pursuant to Article 8.1 and refund any license and services fees that Licensee paid for the infringing Solution acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery.

**9.3** LATITUDE shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorney's fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of the Solution with a product, process, or system not supplied by LATITUDE or specified by LATITUDE in its Documentation or Ordering Document; (ii) material alteration of the Solution by anyone other than LATITUDE or its subcontractors; or (iii) use of the Solution after modifications have been provided by LATITUDE for avoiding infringement or use after a return is ordered by LATITUDE under Article 8.2.

**9.4** THE FOREGOING STATES THE ENTIRE OBLIGATION OF LATITUDE AND ITS LICENSOR(S) WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## **ARTICLE 10 CONFIDENTIALITY**

The parties, their employees, sub-contractors and their employees will maintain the confidentiality of all information provided by either Party or acquired by either party under this Agreement, except upon the prior express written

consent of the affected party or an order entered by a court of competent jurisdiction. Each party will promptly give the other party written notice of any judicial proceeding seeking disclosure of such information.

## **ARTICLE 11 INDEPENDENT CONTRACTOR**

**11.1** The Services will be furnished by LATITUDE as an independent contractor and not as an agent or an employee of Licensee. LATITUDE specifically has the right to direct and control LATITUDE's own activities in providing the agreed Services in accordance with the specifications set out in this Agreement.

**11.2** LATITUDE acknowledges that the entire compensation for this Agreement is set forth in the Ordering Document and LATITUDE is not entitled to any Licensee benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to the Licensee's employees.

## **ARTICLE 12 NONDISCRIMINATION**

LATITUDE will not discriminate against any person in the performance of any of its obligations under this Agreement on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

## **ARTICLE 13 GENERAL PROVISIONS**

**13.1 Future Updates.** Use of the Solution(s) licensed under this Agreement is covered by the terms and conditions herein. New or updated Solution(s) may require additional or revised terms of use under the then-current LATITUDE Agreement. LATITUDE will make new or revised terms of use available at [www.geocortex.com/legal](http://www.geocortex.com/legal).

**13.2 Force Majeure.** If the performance of this Agreement, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyber-attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

**13.3 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, reexport or provide the Solution(s), in whole or in part, to (i) with the exception of Cuba, any country to which Canada or the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or import violates any export control laws or regulations including amendments and supplemental additions as they may occur from time to time. Licensee shall not export the Solution(s) or any underlying information or technology to any facility in violation of these or other applicable laws and warrants that it or its employees, consultants, or customers who gain access to the Solution(s) are not a national, resident, or located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

**13.4 Taxes and Fees, Shipping Charges.** All fees quoted to Licensee are exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

**13.5 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or the right of such party thereafter to enforce that or any other provision.

**13.6 Severability.** The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**13.7 Successor and Assigns.** Licensee shall not copy, assign, sublicense, sublease, redistribute, or transfer Licensee's rights or delegate its obligations under this Agreement without LATITUDE's prior written consent, and any attempt to do so without LATITUDE's prior and written consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

**13.8 Survival of Terms**—The provisions of Articles 2, 3, 4, 5, 6, 7, 8, 9, 10 and 13 of this Agreement shall survive the expiration or termination of this Agreement.

**13.9 Equitable Relief**—Licensee acknowledges and agrees with LATITUDE that any breach of this Agreement by Licensee, its employee, representatives, contractors or other third parties may cause serious and irreparable harm to LATITUDE which cannot adequately be compensated in damages. Further, Licensee acknowledges and agrees with LATITUDE that, in the event of such a breach, in addition to any and all remedies available to LATITUDE at law, LATITUDE shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief. Licensee hereby consents to any request made by LATITUDE for an injunction, specific performance or other equitable remedy and to such an injunction, specific performance or other equitable remedy being issued against it restraining it from any further breach of such provision or requiring any action by Licensee whatsoever. Such injunction, specific performance or other equitable remedy shall not be construed to preclude or to be in derogation of any other remedy to which LATITUDE may be entitled under the laws of Canada or the home jurisdiction of Licensee.

### **13.10 Governing Law, Arbitration**

- a. *Licensees in Canada and the United States of America, Its Territories, and Outlying Areas*—This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia without reference to its conflict of laws principles. Except as provided in Article 9.8, any dispute arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the Canadian Commercial Arbitration Centre (in Canada) or the American Arbitration Association (in the US) under their respective Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered into a court of competent jurisdiction. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613), in lieu of the Arbitration provisions of this clause.
- b. *All Other Licensees*— Except as provided in Article 9.8, any dispute arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at Vancouver, British Columbia, Canada.
- c. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.
- d. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.