

## IMPORTANT – READ CAREFULLY

Unless superseded by a modified signed services agreement between you and LATITUDE, LATITUDE is willing to provide the Services to you only if you accept all the terms and conditions contained in this Implementation Services Agreement (the “Agreement”) and supersedes any terms and conditions on your purchase order. Please read the terms and conditions carefully. Your use of the Services constitutes acceptance of the terms and conditions for this Agreement. If you do not agree to the terms and conditions as stated, please contact Latitude Customer Service for assistance.

### IMPLEMENTATION SERVICES AGREEMENT (07/2019)

#### 1. Definitions

“**Services**” means implementation services provided by Latitude on a time and materials basis in exchange for compensation from Customer.

“**Service Order**” means a scope of work for Services as set out in a sales quote, services proposal or services offering provided to Customer by Latitude.

“**Work**” means any work product created by Latitude resulting from providing the Services and includes, but is not limited to, reports, training materials and custom software code.

2. **Ownership of Intellectual Property.** Latitude hereby grants to Customer a nonexclusive, royalty-free license to use the Work. Latitude and its licensors own and retain all right, title, and interest in the Work, unless otherwise set out in the Service Order.
3. **Third Party Software.** Customer is responsible for purchasing licenses for any third-party software that is required in connection with the Services from the third-party licensors. Use of any third-party software will be subject to the terms of the applicable third-party license agreement, and Latitude provides no warranties and will have no liability in connection with Customer’s or any other party’s use of such third-party software.
4. **Payment Terms.** Latitude shall provide the Services on a time and materials basis. Payment terms are net thirty (30) days from Customer’s receipt of Latitude’s correct and undisputed invoice. Unless otherwise specified in the Service Order, Latitude shall issue invoices on a monthly basis for Services delivered on a time and materials basis. Any expenses incurred by Latitude for the provision of on-site Services shall be invoiced with receipts. Services are quoted 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.
5. **Warranties.** Latitude warrants that the Services will substantially conform to the specifications set forth in the applicable Service Order for a period of thirty (30) days from the date of final acceptance. Latitude shall exert commercially reasonable efforts to provide the Services in a timely and professional manner standard to the software industry.
6. **Disclaimer of Warranties.** With the exception of the limited warranties set out in this Agreement, Latitude disclaims, and this Agreement expressly excludes all other warranties, express or implied, including, but not limited to, warranties related to merchantability and fitness for a particular purpose.
7. **Limitation of Liability.** In no event will Latitude be liable to Customer for procurement of substitute goods or services; lost profits, lost sales, or business expenditures; investments; business commitments; loss of any goodwill; or any indirect, special, exemplary, punitive, incidental, or consequential damages arising out of or related to this Agreement, however caused or under any theory of liability, even if Latitude has been advised on the possibility of damages.

Latitude’s total cumulative liability under this Agreement, from all causes of action of any kind, will in no event exceed the amount actually paid by Customer for Services under this Agreement from which the liability directly arose.

8. **Confidentiality.** Any Work provided by Latitude is confidential information. Customer shall not disclose and shall protect such confidential information using commercially reasonable efforts and means no less protective than what the Customer uses to protect its own confidential information. If disclosure is required by law then Customer shall not disclose any confidential information beyond what is required to comply with the law. Customer shall not reverse engineer, decompile, or otherwise attempt to reproduce Work.
9. **Export Controls.** Customer expressly acknowledges and agrees that Customer shall not export, reexport or provide the Work, in whole or in part, to (i) 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.

- 10. Independent Contractor.** The Services will be furnished by Latitude as an independent contractor and not as an agent, an employee or a servant of the Customer. 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 the Service Order. Nothing in this Agreement shall be construed as granting one party the authority to bind the other except as provided herein.
- 11. 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.
- 12. Severability.** If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 13. Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement, except for the obligation of payment, if such failure or delay is caused by a force majeure event, including, but not limited to, acts of God, natural disaster, war, terrorism, civil unrest, strike, or any other event or circumstances reasonably beyond the party's control that render performance impossible.
- 14. Equitable Relief.** Customer agrees that any breach of this Agreement by Customer, its employees, representatives, contractors or other third parties may cause serious and irreparable harm to Latitude which cannot adequately be compensated in damages. In the event of a breach, in addition to any and all remedies at law, Latitude will 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.
- 15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada without reference to its conflict of laws principles.
- 16. Entire Agreement.** This Agreement, including the Service Order, is the sole and entire agreement between the parties for the Services and supersedes any previous agreements, undertakings, and arrangements between the parties relating the subject matter and any terms on Customer's purchase order. Any modification(s) or amendment(s) to this Agreement must be accepted by an authorized representative of each party.