



These Standard Service Terms and Conditions are incorporated by reference into the contract (such contract, together with these terms, the “Contract”) entered into between INGU SOLUTIONS INC. (“INGU”) and CLIENT or AGENT (as identified in the Contract) (each, a “Party” and collectively, the “Parties”) with respect to the provision by INGU of certain services to the CLIENT or AGENT (for the purposes of these Standard Service Terms and Conditions all references to “CLIENT” shall include both CLIENT AND AGENT, as applicable) . The Contract, including these Standard Service Terms and Conditions, govern the relationship between the Parties with respect to INGU providing certain Services (as defined below) to CLIENT.

1. **TERM OF ENGAGEMENT.** Unless otherwise set forth in the body of Contract, the term of the Contract shall commence as of the effective date identified in the body of the Contract (the “Execution Date”), and terminate on the earlier of: (a) the date the Services (as set forth in the body of the Contract) have been fully completed and fully paid for; and (b) such date that the Contract is earlier terminated in accordance with its terms, whichever is earlier (the “Term”).

2. **NATURE OF SERVICES.**

- a. INGU shall perform the services which are set forth in the body of the Contract (the “Services”). In the event of a conflict between a provision in these Standard Service Terms and Conditions and a provision in the body of the Contract, the provision in the body of the Contract shall prevail.
- b. The Services shall be performed by INGU in a professional and workmanlike manner.
- c. Unless otherwise set forth in the body of Contract, the Services, deliverables, and other materials provided by INGU to CLIENT are for the sole use and benefit of and by CLIENT, with no intended or unintended third party beneficiary. CLIENT will not apportion, assign, utilize or otherwise exploit the Services, deliverables, and other materials provided by INGU to or for the benefit of any other entity or individual.

3. **CONTRACT ADMINISTRATION.**

- a. CLIENT shall appoint at least one individual (a “Client Representative”) to serve as the point of contact and contract coordinator for any and all matters related to the Contract. CLIENT may designate another individual to serve as Client Representative.
- b. During the course of INGU's performance of the Services, CLIENT may request changes in the Services, however, a change to the Services requires the mutual agreement of both Parties. The Parties may mutually incorporate any such changes in a document which shall include, at a minimum: (i) the amended scope of work and specifications; (ii) delivery dates; and (iii) the adjusted compensation and payment terms (“Change Order” or “CO”). In the event of any conflict between the body of these Standard Terms and Conditions and the body of the Contract, on the one hand, and a Change Order, on the other hand, the Change Order shall govern.

4. **ACCEPTANCE OF DELIVERABLES.**

- a. All deliverables will be made available to CLIENT for review to ensure that such deliverables materially comply with the specifications, if any, set forth in the body of the Contract (“Acceptance Criteria”). If a series of deliverables are to be made available based on milestones or other timeline, then each deliverable shall be inspected and accepted individually, and the procedures, obligations and other terms of this Section 4 shall apply to each deliverable. The number of business days (the “Review Period”) may be set forth in the Contract, and if not so indicated, shall be five (5) business days, commencing on the date INGU makes the deliverables available to CLIENT.

b. If, during a Review Period of a deliverable, CLIENT provides notice to INGU that such deliverable is not accepted and does not conform to the Acceptance Criteria, INGU shall, within a reasonable period of time, remedy such nonconformities and deliver a corrected deliverable to CLIENT for an additional Review Period. Unless otherwise set forth in the body of the Contract or as otherwise provided in this paragraph, this process shall be repeated as necessary until each deliverable conforms to the Acceptance Criteria. If a deliverable does not conform to the Acceptance Criteria by the applicable due date, then CLIENT may: (i) immediately terminate the Contract and return the nonconforming deliverable to INGU; or (ii) allow INGU to remedy the nonconformities for a period of time agreed to by the Parties. When a deliverable has satisfied the Acceptance Criteria, CLIENT shall give INGU prompt notice thereof. If no notice is received by INGU before the conclusion of a Review Period, the deliverable will be deemed accepted.

c. INGU shall have no obligations under this Section 4 if: (i) the deliverable was not used in accordance with the specifications, if any, set forth in the body of the Contract; (ii) the deliverable was altered, modified or converted by CLIENT or any third party; (iii) CLIENT’s equipment or software malfunctioned and such malfunction caused the nonconformity; (iv) CLIENT has not paid all amounts then due and owing to INGU; (v) any nonconformities in the deliverable is due to any work, product or other contribution to the deliverable by CLIENT or any party not a signatory to the Contract; or (vi) any other cause outside the reasonable control of INGU caused the nonconformity.

5. **RELATIONSHIP OF THE PARTIES.**

- a. Nothing contained herein or in the Contract shall be deemed to create any association, partnership, joint venture, or employer/employee between INGU on the one hand and CLIENT on the other hand. INGU is an independent contractor and shall perform all Services as such.
- b. Neither Party shall have the authority to make financial commitments on behalf of the other Party, nor shall either Party have the authority to incur any financial obligations in the other Party’s name without the express written approval of the other Party or as expressly stated in the body of the Contract.
- c. INGU shall be responsible for the payment of compensation to its own employees and subcontractors. Neither Party shall be responsible for the responsibilities, taxes, or otherwise of the other Party.
- d. CLIENT agrees to cooperate with INGU to the extent reasonably necessary for INGU to perform the Services. In addition to any such activities specified in the body of the Contract, such CLIENT cooperation shall include, but not be limited to, providing INGU with all information necessary for INGU to perform the Services and providing prompt review and decision-making regarding any item requiring CLIENT. CLIENT shall also provide INGU with access to CLIENT-designated personnel during regular business hours, including, but not limited to, the persons that may be listed in the body of the Contract.
- e. In performing CLIENT’s obligations, including requests made to and materials provided to INGU under the Contract, CLIENT will comply with all applicable laws, statutes, ordinances, codes, policies, guidelines, rules, regulations, and orders applicable to it.

6. **FEES AND TAXES.** The fees in respect of the Services will be as set forth in the Contract. Invoices shall be in accordance with Section 8 below. All taxes exigible on the Services will be added to the price of the Services and shall be paid by CLIENT.



7. **EXPENSES.** CLIENT shall be responsible for any and all out-of-pocket expenses INGU reasonably incurs on behalf of CLIENT in connection with the performance of Services to CLIENT ("Expenses"). Invoices shall be in accordance with Section 8 below. INGU may bill CLIENT in advance of such Expenses.
8. **BILLING AND PAYMENT PROCEDURES.**
- a. Except as otherwise set forth in the body of the Contract, CLIENT shall pay to INGU all amounts due, including Expenses and any applicable taxes exigible on the Services, within thirty (30) calendar days of CLIENT's receipt of INGU's invoice. All invoices will be submitted by INGU to CLIENT on a monthly basis, or as INGU may otherwise deem appropriate.
  - b. Any payment not received within thirty (30) calendar days of CLIENT's receipt of the invoice shall be subject to a late payment fee of 1.5% per month or the highest amount allowed by law, whichever is less.
9. **INDEMNITIES.**
- a. INGU agrees to indemnify and hold harmless CLIENT from, and reimburse CLIENT for, any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, liabilities, costs, and expenses arising as a result of (a) any breach by INGU of its obligations under the Contract and these Standard Service Terms and Conditions, and (b) any infringement of any patent, copyright, trademark, trade secret or other proprietary rights as a result of INGU providing the Services.
  - b. CLIENT agrees to indemnify and hold harmless INGU from, and reimburse INGU for, any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, liabilities, costs, and expenses arising as a result of (a) any breach by CLIENT of its obligations under the Contract and these Standard Service Terms and Conditions, (b) any material supplied by CLIENT to INGU and used as expressly authorized by CLIENT, (c) any rights or licenses granted by CLIENT to INGU, and (d) any infringement of any patent, copyright, trademark, trade secret or other proprietary rights as a result of INGU's compliance with CLIENT's designs, specifications or instructions or inclusion in a deliverable of any material provided by or through CLIENT.
  - c. The Party seeking indemnification (the "Indemnified Party") agrees the obligation of other Party (the "Indemnifying Party") to indemnify is conditioned upon the following:
    - i. The Indemnified Party shall notify the Indemnifying Party in writing promptly but no later than thirty (30) calendar days from the date the Indemnified Party knew or should have known of the potential of any claim, action or demand for which indemnity is claimed;
    - ii. The Indemnifying Party, at its option, shall have complete control of the defense and all negotiations for any settlement of any claim, action or demand for which indemnity is claimed; no settlement or compromise of an indemnified claim shall be made without the written consent of the Indemnified Party, such consent not to be unreasonably withheld, conditioned, or delayed; and
    - iii. The Indemnified Party shall provide the Indemnifying Party with reasonable cooperation in the defense and settlement process as the Indemnifying Party may request. The Indemnified Party shall have the right to participate in the defense against the indemnified claims with counsel of its choice and at its own expense. The Indemnified Party may assume sole control of its defense, at the Indemnifying Party's expense, if the Indemnifying Party fails or refuses to defend the Indemnified Party or, if having agreed to defend the Indemnifying Party, fails to do so vigorously.
10. **LIMITATION OF LIABILITIES.**
- a. The foregoing indemnification provisions state the entire liability of INGU and the exclusive remedy of CLIENT with respect to the Services and the use thereof.
  - b. Except as specifically set forth these Standard Service Terms and Conditions and in the body of the Contract, INGU makes no warranties, express or implied, in respect of the Services and specifically disclaims any warranties and conditions implied by law, including any warranties of merchantability or fitness for a particular purpose.
  - c. Except for damages arising from any breach of confidentiality or non-solicitation obligation or as result of fraud, in no event will a Party be liable to the other Party or any third party under the Contract and these Standard Service Terms and Conditions for any type of incidental, punitive, indirect or consequential damages.
  - d. Except for damages arising from any breach of confidentiality or as a result of fraud, INGU's aggregate liability under the Contract and these Standard Service Terms and Conditions, whether arising under theory of contract, tort or otherwise, will be limited to the total amount of fees paid to or collected by INGU under the Contract.
11. **TERMINATION.**
- a. Either Party may terminate the Contract on account of other Party's material breach (other than non-payment) that remains uncured after the expiration of 10 days' written notice to the other Party specifying the basis for the breach. Irrespective of the cure, the non-breaching Party shall retain all its rights in law and equity regarding the breach.
  - b. A Party's rights to terminate the Contract for convenience, if any, shall be as set forth in the body of the Contract.
  - c. The Contract may be terminated, by either Party, effective immediately upon written notice to the other Party, in the event of: (i) the dissolution, termination of existence, liquidation or insolvency of a Party, voluntarily or otherwise; (ii) the appointment of a custodian or receiver for a Party; (iii) the institution by or against a Party of any proceeding under the *Bankruptcy and Insolvency Act* (Canada) or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally not dismissed within a sixty (60) day period; (iv) the making by a Party of a composition of, or any assignment or trust mortgage for the benefit of, creditors; or (v) an arrangement with creditors. In the event of CLIENT's dissolution, termination of existence, liquidation, insolvency, appointment of a custodian or receiver, or the institution of bankruptcy, receivership, insolvency or other similar proceedings, or the composition of, or assignment of trust mortgage for, the benefit of creditors, or an arrangement with creditors, the licenses granted under the Contract for which INGU was not paid in full shall immediately be forfeited and returned to INGU.
  - d. In the event CLIENT fails to pay in full any amount due under the Contract when due ("Overdue Payment"), INGU may suspend performance of any Services until the Overdue Payment is paid in full. In the event an Overdue Payment is not cured within five (5) calendar days of its due date, INGU shall have the right to immediately terminate the Contract, suspend any and all Services and withhold the transfer of any and all materials, including deliverables, to CLIENT. INGU expressly reserves rights to all remedies which INGU may have at law or in equity



in respect of such non-payment and all such remedies of INGU are cumulative.

- e. Effect of Termination.
- i. Upon the expiration or earlier termination of the Contract, CLIENT shall, within seven (7) calendar days, pay INGU for any and all Services rendered and work performed up to the date of termination, including Expenses, and shall, at its own expense and INGU's direction, return to INGU or destroy all INGU Confidential Information, as defined herein, in CLIENT's possession, including copies thereof. Upon receipt of any and all compensation and Expenses owed by CLIENT to INGU, INGU shall deliver all work products and deliverables whether complete or incomplete, in INGU's possession or control, which have been either supplied by or paid in full by CLIENT.
- ii. Termination of the Contract shall not relieve either Party of its obligations under the Contract that arose prior to such termination or a Party's obligation to protect the Confidential Information of the other Party or perform under any provision the Contract (including these Standard Service Terms and Conditions) which expressly or by its nature survives termination.

12. CONFIDENTIALITY.

- a. The Parties represent and warrant that, except as specifically authorized by either Party in writing, information and other data developed or acquired by or furnished to the other Party in the performance of the Contract shall be used only in connection with the Services provided hereunder. Both Parties agree that all materials and any and all matters concerning the other Party and/or its owners, partners, subsidiaries and affiliates, learned by them during the Term, as well as the terms and conditions of the Contract (including these Standard Service Terms and Conditions), are proprietary or confidential ("Confidential Information") and are not to be disclosed, disseminated or otherwise made accessible, in whole or in part, in any manner whatsoever, either during or after the Term, to anyone other than the Party's lawyers, accountants, or employees, provided such persons have at a minimum the same obligations to maintain confidentiality with respect to the Confidential Information and in any event only on a need-to-know basis. The Parties may disclose Confidential Information in accordance with judicial or other governmental order, provided the Party shall give the other Party prompt notice prior to such disclosure to reasonably allow for an opportunity for such Party to secure a protective order. If a Party is unsuccessful in precluding disclosure of its Confidential Information, the other Party agrees it shall furnish only that portion of Confidential Information that is legally required and shall exercise all reasonable efforts to obtain reliable assurances that confidential treatment shall be accorded the Confidential Information.
- b. Notwithstanding the foregoing, this Section 12 shall not apply to any information or materials that: (i) are or subsequently become publicly available without the receiving Party's breach of any obligation owed to the disclosing Party; (ii) became known to the receiving Party prior to the disclosing Party's disclosure of such information to the receiving Party; (iii) became known to the receiving Party from a source other than the disclosing Party other than by a breach of an obligation of confidentiality owed to the disclosing Party; or (iv) is independently developed by the receiving Party.
- c. In the event of a breach of this Section 12 or other compromise of Confidential Information of which a Party is or should be aware (whether or not resulting from a breach), such Party will immediately notify the

other Party and provide access to all information related to the security breach as reasonably requested.

- d. The Parties each acknowledge and accept that money damages would not be a sufficient remedy for any breach of this Section 12 and the Party whose Confidential Information is the subject of the breach will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies are not, however, deemed to be the exclusive remedies hereunder and shall be in addition to all other remedies available at law or in equity to each Party.

13. INTELLECTUAL PROPERTY.

- a. Except for the rights expressly granted under the Contract, each Party owns and retains in whole and in part any and all rights to any patents, copyrights, trademarks, and trade secrets developed by such Party prior to the Execution Date.
- b. As between CLIENT and INGU, INGU is the sole and exclusive owner of all intellectual property rights (including all rights to any patents, copyrights, trademarks, and trade secrets) in all materials, whether patentable or unpatentable, registered or unregistered, and including all rights in any application for any of the foregoing, that are developed or prepared in connection with the performance of the Services and the delivery of the deliverables in connection therewith, whether conceived or made alone or with others ("INGU's Intellectual Property"). During and after the Term, CLIENT shall cooperate with and assist INGU in INGU's preparation, recordation, and/or prosecution of any documents relating to INGU's ownership of any rights in and to INGU's Intellectual Property. CLIENT hereby irrevocably appoints INGU as its attorney-in-fact, coupled with an interest, to execute and file any such documents in CLIENT's name.
- c. INGU hereby grants to CLIENT pursuant to the terms of and solely for the purposes expressed in the body of the Contract, a worldwide, royalty-free, fully paid-up, nonexclusive right and license to use and modify INGU's Intellectual Property delivered to CLIENT under the Contract and to create derivative works thereof (the "License").
- d. CLIENT acknowledges and accepts that the License shall not affect or apply to any materials, products or other deliverables transferred to CLIENT, installed by, or configured by INGU not created or owned by INGU which are subject to a separate licensing agreement, or any products owned by INGU which are subject to a separate licensing agreement. CLIENT acknowledges and accepts that the respective licensing agreement(s) shall govern the use of the given products, services, or materials.
- e. CLIENT shall be deemed to have granted to INGU a perpetual, irrevocable, enterprise wide, worldwide, royalty-free, fully paid-up, nonexclusive right and license to use and modify the copyrighted materials or any other property or rights belonging to CLIENT, or any third party obtained by CLIENT for use by INGU in performing the Services for CLIENT. CLIENT represents and warrants that CLIENT shall obtain all releases, licenses, permits and other authorization to use proprietary materials belonging to third parties for use by INGU in performing the Services for CLIENT. CLIENT is responsible for the accuracy, completeness and proprietary information concerning CLIENT materials that it furnishes to INGU.

- 14. TRADEMARKS AND PRESS RELEASES. Neither Party shall use the other Party's name or any trademarks, service marks, trade names, logos, copyrights, or other designations of the other Party in any press release, advertising, promotional material or other public statement, without the prior written consent of the other Party. Notwithstanding the foregoing, CLIENT grants to INGU the right to use its name and any trademarks, service marks, and logos of CLIENT in promotional materials, press releases, advertisements, and other public disclosures, solely for the purposes of identifying past and/or present



representative clientele. No confidential or proprietary information shall be disclosed in such reference, however, INGU may disclose any necessary information as may be required by applicable law or regulation.

15. **EMPLOYEE SOLICITATION/HIRING.** CLIENT agrees not to, and warrants that any individuals, corporations, partnerships, limited liability companies, trusts, or legal entities which control, are controlled by, or are under common control with CLIENT will not, for the period beginning from the Execution Date and ending twelve (12) months after the termination or expiration of the Contract, solicit or attempt to solicit, either directly or indirectly, for employment or hire any employee, service provider or independent contractor of INGU or any of its affiliates who is/was directly involved in the Services being performed pursuant to the Contract.
16. **THIRD PARTY BENEFICIARY.** The terms and provisions of the Contract (including these Standard Service Terms and Conditions) shall be binding upon and enure to the benefit of the Parties, and their respective successors and permitted assigns, and is made solely and specifically for their benefit.
17. **DATA STORAGE, BACKUP AND RECOVERY.** For any Services INGU provides at a location designated by CLIENT, including CLIENT's office, CLIENT understands and agrees that CLIENT shall be solely responsible for ensuring proper backup, storage, and/or disaster recovery capability on such location's servers or equipment (whether owned by CLIENT or a third party) of all data that INGU develops, modifies, processes or utilizes in the performance of the Services.
18. **ASSIGNMENT AND SUBCONTRACTORS.** No Party may assign or transfer the Contract or assign its rights or delegate its obligations under the Contract, without the prior written consent of the other Party; provided, however, that INGU may assign or transfer the Contract or its rights under the Contract without CLIENT's consent (a) to an affiliate of INGU or (b) to a purchaser of all or substantially all of the business or assets of INGU by providing written notice to CLIENT of such assignment or transfer following such assignment or transfer. Any attempted assignment inconsistent with the foregoing shall be void. INGU shall have the right to use subcontractors in performing the Services. INGU shall be responsible for the Services performed by its subcontractors.
19. **GOVERNING LAW.** Unless otherwise expressly set forth in the body of the Contract, the Contract and these Standard Service Terms and Conditions shall be construed in accordance with and governed by the laws of the Province of Alberta and the laws of Canada applicable therein without regard to its conflicts of laws provisions. The Parties hereby submit to the jurisdiction of the Alberta Courts.
20. **FORCE MAJEURE.** Except with respect to any payment obligations, neither Party shall have any liability to the other for any failure to perform or delay in performance under the Contract if such failure or delay is due to circumstances beyond its reasonable control and without such Party's fault or negligence, including, without limitation, acts of God, civil unrest or acts of war or terrorism (including, without limitation, safety or security concerns relating thereto), pandemics, labor disturbances, fire or other casualty, damage to either Party's facilities, failure of transportation facilities, or government acts or regulations. The nonperforming Party shall immediately notify the other Party and shall be excused from further performance of the obligations so affected for as long as such circumstances prevail, and such Party continues to use commercially reasonable efforts to recommence performance.
21. **NOTICES.** All notices and requests required or permitted under the Contract and any other communications contemplated under the Contract shall be given in writing and shall be deemed given as follows: (a) with respect to notices delivered by hand or courier, on the date received, (b) with respect to notices given by email, on the date the recipient thereof has acknowledged receipt in writing by replying thereto (which reply may be an email reply, but shall not include an automated reply), or (c) with respect to notices given by facsimile, on the date the facsimile is sent (with confirmation of receipt). Any notice received after 5:00 pm

local time of the recipient on a day that is not a business day shall be deemed to be received on the next following business day. Unless otherwise specified in the body of the Contract, "business day" shall mean any day other than a Saturday, Sunday or day that is a statutory holiday in the City of Calgary, Alberta, Canada.

Notices shall be sent to the following to names and addresses of the Parties as set forth in the body of the Contract. If at any time the addresses above should change, the Party whose contact information has changed shall give notice to the other Party as soon as practically possible, no later than ten (10) business days after such change.

22. **NO WAIVER.** The failure of either Party to insist on the other Party's strict compliance with the terms and conditions contained in the Contract (including these Standard Service Terms and Conditions) shall not constitute a waiver of such Party's right to request that the non-performing Party in the future strictly comply with any and all of the terms and conditions contained in the Contract.
23. **NON-EXCLUSIVITY.** Unless otherwise set forth in the body of Contract, the Contract is non-exclusive. Nothing in these Standard Service Terms and Conditions nor in the body of the Contract prevents either Party from entering into similar agreements with other individuals or entities.
24. **MODIFICATIONS.** No modification to this Contract is effective unless it is in writing and signed by an authorized representative of each Party and must reference the section of the body of the Contract or these Standard Service Terms and Conditions to be modified.
25. **SEVERABILITY.** If any clause or provision of the Contract (including these Standard Service Terms and Conditions) shall be held to be invalid or unenforceable, such clause or provision shall be construed and enforceable as if it has been more narrowly drawn so as not to be invalid or unenforceable and such invalidity or unenforceability shall not affect or render invalid or unenforceable any other clause or provision of the Contract (including these Standard Service Terms and Conditions).
26. **SURVIVAL.** The conditions, representation, warranties and indemnifications contained in the Contract (including these Standard Service Terms and Conditions) shall survive the termination or expiration of Services and the payment of compensation hereunder.
27. **HEADINGS.** The headings and capitalization contained in these Standard Service Terms and Conditions and in the body of the Contract are for convenience only and are not intended in any way to define or limit the construction or interpretation of any paragraph contained herein or therein.