

SOURCE 44 Consulting Incorporated
General Terms and Conditions

These general terms and conditions, together with the other documents referenced herein (these “**Terms**”), constitute a legally binding agreement between you (“**Customer**”), the recipient of Services and/or Products (each hereinafter defined) and SOURCE 44 Consulting Incorporated (“**Source44**”), the provider of such Services and/or Products. These Terms govern the provision and receipt of Services and the purchase and sale of Products as between you and Source44.

BY ENTERING INTO A SERVICES AGREEMENT (HEREINAFTER DEFINED), YOU AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN, SOURCE44 MAY TERMINATE THE SERVICES AGREEMENT.

1. Applicability.

(a) If Source44 and Customer have executed a separate written agreement governing the purchase of Hardware or Software (each hereinafter defined, and collectively, a “**Product**”) or the provision of services (“**Services**” and the “**Master Services Agreement**” respectively), then the terms of the Master Services Agreement shall exclusively apply and these Terms shall not govern the purchase of the Product or the provision of Services. An order form without accompanying terms and conditions shall not constitute a Master Services Agreement.

(b) If Customer has ordered Services or a Product from Source44 and the Parties have not executed a Master Services Agreement, then these Terms shall apply if Source44 agrees to accept such order. Subject to Section 1(a), these Terms, along with any order, shall comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral (the “**Services Agreement**”).

(c) These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Products and Services. Source44 shall provide the Products or Services as agreed to by Source44 and Customer in accordance with the Services Agreement.

3. Performance Dates. Source44 shall use commercially reasonable efforts to meet any performance dates agreed to.

4. Customer's Obligations. Customer shall:

(a) cooperate with Source44 in all matters relating to the Products and Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Source44, for the purposes of delivering the Products or performing the Services;

(b) respond promptly to any Source44 request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Source44 to perform Services or deliver the Products in accordance with the requirements of the Services Agreement;

(c) provide such Customer materials or information as Source44 may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and

(d) obtain and maintain all necessary licences and consents and comply with all applicable laws in relation to the Services or Products before the date on which the Services are to start or before the Products are delivered.

5. Customer's Acts or Omissions. If Source44's performance of its obligations under the Services Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Source44 shall not be deemed in breach of its obligations under the Services Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Change Orders.

(a) If either party wishes to change the scope or performance of the Services or the Products ordered, it shall submit details of the requested change to the other party in writing. Source44 shall, within a reasonable time after such request, provide a written estimate to Customer of:

(i) the likely time required to implement the change;

(ii) any necessary variations to the fees and other charges for the Services arising from the change;

(iii) the likely effect of the change on the Services or Products; and

(iv) any other impact the change might have on the performance of the Services Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 27.

(c) Notwithstanding Section 6(a) and Section 6(b), Source44 may, from time to time, change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees set out in the Services Agreement.

(d) Source44 may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis.

7. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) Customer shall pay the fees set forth in the Services Agreement.

(b) Customer agrees to reimburse Source44 for all reasonable travel and out-of-pocket expenses incurred by Source44 in connection with the performance of the Services or delivery of the Products.

(c) Customer shall pay all invoiced amounts due to Source44 within thirty (30) days from the date of Source44's invoice. Customer shall make all payments hereunder in Canadian dollars.

(d) In the event payments are not received by Source44 within thirty (30) days after becoming due, Source44 may:

- (i) charge interest on any such unpaid amounts at a rate of eighteen percent (18%) per annum or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid;
- (ii) suspend performance for all Services until payment has been made in full;
- (iii) withhold delivery of any Products until payment is made.

8. Taxes. Customer shall be responsible for all harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by Customer hereunder.

9. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under the Services Agreement or prepared by or on behalf of Source44 in the course of performing the Services, including any items identified as such in the Services Agreement (collectively, the "**Deliverables**") except for any Confidential Information of Customer or Customer materials shall be owned by Source44. Source44 hereby grants Customer a licence to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, and royalty-free basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

10. Confidential Information.

(a) All non-public, confidential, or proprietary information of Source44, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Source44 to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the provision of the Services and the Services Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Source44. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to Customer at the time of disclosure; or
- (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables.

(c) Source44 shall be entitled to injunctive relief for any violation of this Section 10.

(d) Source44 shall be permitted to disclose Confidential Information pursuant to an investigation or an order from a court or government authority with jurisdiction over Source44. Source44 shall give Customer notice of such disclosure (if permitted by such order).

11. Representation and Warranties for Services

(a) Source44 represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

(b) The Source44 shall not be liable for a breach of the warranty set forth in Section 11(a) unless Customer gives written notice of the defective Services, reasonably described, to Source44 within five (5) days of the time when Customer discovers or ought to have discovered that the Services were defective.

(c) Subject to Section 11(b), Source44 shall, in its sole discretion, either:

- (i) re-perform such Services (or the defective part); or
- (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN SECTION 11(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(a).

12. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OR CONDITION OF MERCHANTABILITY; OR (B) WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OF TRADE OR OTHERWISE.

13. Product Sales

(a) The following terms and conditions shall apply to hardware sales ("**Hardware**"):

- (i) Source44 shall facilitate the sale of the hardware set forth in a Services Agreement in the quantities and at the prices and upon the terms and conditions set forth therein in accordance with the terms and conditions of the Hardware manufacturer. Source44 shall submit the order to the Hardware manufacturer. Customer acknowledges that Source44 is the agent of the Hardware manufacturer and the Source44 shall not be liable for any delays, loss, or damage in transit.
- (ii) Source44 shall coordinate with the manufacturer to ensure the Hardware is delivered to the address indicated in the Services Agreement (the "**Delivery Point**") using the manufacturer's standard methods for packaging and shipping such Hardware. Customer shall take delivery of the Hardware upon Source44's or the Hardware manufacturer's written notice that the Hardware have been delivered to the Delivery Point.
- (iii) Hardware may be made in partial shipments to Customer by manufacturer of the Hardware.
- (iv) If for any reason Customer fails to accept delivery of any of the Hardware on the date fixed under Source44's notice that the Hardware have been delivered at the Delivery Point, or if delivery of Hardware is unable to occur because Customer has not provided appropriate instructions, documents, licenses, or authorizations: (i) risk of loss to the Hardware shall pass to Customer; (ii) the Hardware shall be deemed to

have been delivered; and (iii) Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

- (v) The quantity of any instalment of Hardware as recorded by Source44 on dispatch from where Hardware is shipped is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary. Source44 shall not be liable for any non-delivery of Hardware. Any liability of Source44 for non-delivery of the Hardware shall be limited to delivering the Hardware within a reasonable time or adjusting the invoice respecting such Hardware to reflect the actual quantity delivered.
 - (vi) As collateral security for the payment of the purchase price of the Hardware, Customer hereby grants to Source44 a security interest in and to all of the right, title, and interest of Customer in, to and under the Hardware, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase-money security interest under the British Columbia *Personal Property Security Act*.
 - (vii) Customer shall inspect the Hardware upon receipt thereof ("**Inspection Period**"). Customer will be deemed to have accepted the Hardware unless it notifies Source44 in writing of any non-confirming Hardware during the Inspection Period and furnishes such written evidence or other documentation as required by Source44.
 - (viii) If Customer timely notifies Service Provider of any non-conforming Hardware, Service Provider shall use commercial reasonable efforts to help the Customer coordinate with the manufacturer to replace such non-conforming Hardware with conforming Hardware. Customer shall ship, at its expense and risk of loss, the non-conforming Hardware to a location specified by manufacturer.
 - (ix) Except as set out above, all sales of Hardware to Customer are made on a one-way basis and Customer has no right to return Hardware purchased under this Agreement to Source44.
- (b) The following terms and conditions shall apply to software sales ("**Software**"):
- (i) Source44 shall supply the Software to the Customer by delivering a password or access key to access the full functionality of the Software selected by the Customer ("**License Key**"). Source44 shall make the documentation pertaining to the Software available to Customer via download or shall direct Customer to a webpage accessible by the Customer to download such documentation.
 - (ii) Customer acknowledges and agrees that the Software manufacturers' standard terms and conditions for the Software, as updated from time-to-time, shall apply to the Customer's use of the Software. Customer acknowledges and agrees that they shall be required to agree to such manufacturer's terms and conditions directly with the Software manufacturer and Source44 is not party to such terms and conditions. If Customer does not consent to or agree to the manufacturer's standard terms and conditions for the Software, the Customer shall not use such Software. THIS AGREEMENT AND ANY ORDER FORM PERTAINING TO THE PURCHASE OF SOFTWARE SHALL NOT APPLY TO THE CUSTOMER'S USE OF SUCH SOFTWARE.

CUSTOMER SHALL BE ENTERING INTO A DIRECT RELATIONSHIP WITH THE SOFTWARE MANUFACTURER AND NOT WITH SERVICE PROVIDER.

- (iii) Unless the Customer enters into a Services Agreement for Source44 to provide Services to set-up, operate and maintain the Software, the Customer shall be responsible for the operation of the Software and shall direct all questions pertaining to use, operations or problems with the Software to the manufacturer in accordance with the manufacturers' standard terms and conditions and associated service obligations thereto.
- (iv) No ownership rights to the Software or associated documentation is transferred to Customer pursuant to this Agreement and all intellectual property rights shall remain with the Software manufacturer (except as otherwise set out in the manufacturer's terms and conditions). Customer shall not copy, recreate, adapt, engineer, disassemble, decompile, modify, make derivative works of, distribute, sell, license, lease, loan or otherwise use or deal with the Software for any purpose except as otherwise expressly permitted herein. Customer further shall not remove any proprietary, trademark, copyright or other legends from the Software or the documentation.
- (v) Customer acknowledges that Source44's role is limited to facilitating introductions and promoting the Software on behalf of the manufacturer. Source44 is not the developer, licensor, or manufacturer of the Software.

14. Manufacturer's Warranties and Disclaimer

(a) Source44 does not manufacture, produce, design, or otherwise control any of the Hardware or Software. The availability of the Hardware or Software does not indicate an affiliation with or endorsement of any product, service, or manufacturer. Accordingly, Source44 does not provide any conditions or warranties with respect to the Hardware or Software. However, the Hardware or Software may be covered by the manufacturer's warranty as included in the Hardware or Software purchase. To obtain warranty service for defective products, please follow the instructions included in the manufacturer's warranty.

(b) ALL HARDWARE IS SOLD "AS IS" WITHOUT ANY WARRANTY OR CONDITION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION: (A) OF MERCHANTABILITY OR MERCHANTABLE QUALITY; (B) OF FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR SUITABILITY; (C) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (D) OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) ALL SOFTWARE IS SOLD "AS IS" WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SOFTWARE. SERVICE PROVIDER SPECIFICALLY DISCLAIMS, AND CUSTOMER WAIVES, ALL IMPLIED REPRESENTATIONS, WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SERVICE PROVIDER HAS BEEN INFORMED OF SUCH PURPOSE), PERFORMANCE OR SUITABILITY, AND ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, OR OTHERWISE. EXCEPT AS SET FORTH IN THIS AGREEMENT, CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR: (A) DETERMINING THAT THE SOFTWARE PROVIDED HEREUNDER MEET THE BUSINESS REQUIREMENTS OF CUSTOMER, AND (B) THE RESULTS OBTAINED FROM THE SOFTWARE ANY REPRESENTATION OR

WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OF THE THIRD-PARTY MATERIALS.

(d) CUSTOMER AFFIRMS THAT SERVICE PROVIDER SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY OR CONDITION CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOUR ITS WARRANTY OBLIGATIONS TO CUSTOMER. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SERVICE PROVIDER OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS LIMITED WARRANTY STATEMENT. THE HARDWARE OR SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE HARDWARE OR SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE.

15. LIMITATION OF LIABILITY.

(a) IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE SERVICES AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16. Termination. In addition to any remedies that may be provided under the Services Agreement, Source44 may terminate the Services Agreement with immediate effect upon written notice to Customer, if Customer:

(a) fails to pay any amount when due under the Services Agreement;

(b) has not otherwise performed or complied with any of the terms of the Services Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

17. Waiver. No waiver by Source44 of any of the provisions of the Services Agreement is effective unless explicitly set forth in writing and signed by Source44. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Services Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Force Majeure. The Source44 shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached the Services Agreement, for any failure or delay in fulfilling or performing any term of the Services Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Source44 including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not),

terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemics, pandemics, lock-outs, strikes, or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.

19. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under the Services Agreement without the prior written consent of Source44. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under the Services Agreement.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Services Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law. All matters arising out of or relating to the Services Agreement are governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of British Columbia.

23. Choice of Forum. Any legal suit, action, litigation or proceeding arising out of or relating to the Services Agreement shall be instituted in the courts of the Province of British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. The Parties irrevocably waive and agree not to plead or claim in any such court that any such action, litigation, or proceeding brought in any such court has been brought in an inconvenient forum. Each party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

24. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under the Services Agreement (other than routine communications having no legal effect) (each, a "**Notice**") in writing and addressed to the parties at the addresses set forth in the Services Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); (b) upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment), if delivered by email; (c) when sent, if sent by facsimile (with confirmation of transmission) on the date of transmission if a Business Day or if not a Business Day or after 5:00 p.m. on the date of transmission, on the next following Business Day; or (d) on the fifth day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

25. Severability. If any term or provision of the Services Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Services Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Services Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, Choice of Forum/Arbitration, and Survival.

27. Amendments and Modifications. This Agreement may only be amended or modified in a writing which specifically states that it amends the Services Agreement and is signed by an authorized representative of each party.