



AltaLIS Ltd.
2540 - 5 Avenue NW
Calgary, Alberta
T2N 0T5

License No.: _____

LICENSE AGREEMENT FOR LiDAR15 DEM (The "Agreement")

_____ (the "**Licensee**") is hereby granted a license from AltaLIS Ltd. ("**AltaLIS**"), in partnership with Alberta Data Partnerships Ltd. ("**ADP**"), to use the digital LiDAR DEM data as offered by AltaLIS (the "**LiDAR15 DEM**" or "**Supplied Data**") on the following terms and conditions. All requests for LiDAR15 DEM shall quote the number of this Agreement. The fees payable for the LiDAR15 DEM pursuant to this Agreement shall be at the rates and payment schedule as set out by AltaLIS. The Licensee acknowledges and agrees that all of the LiDAR15 DEM provided to the Licensee, regardless of the date of delivery, will be subject to the terms and conditions of this Agreement.

CONDITIONS OF LICENSE

1. The Licensee is hereby granted a world-wide, non-exclusive, non-transferable license to use the LiDAR15 DEM for the Term of this Agreement as set out in Section 10. The license granted to the Licensee is limited to receiving, retrieving, and accessing the LiDAR15 DEM solely for Licensee's own personal or business use, and not for inclusion in full or in part as a resalable derived product or work or redistribution or other transfer or disclosure of the LiDAR15 DEM.
2. The Licensee shall only use the LiDAR15 DEM for the Licensee's own internal purposes and in accordance with this Agreement. The Licensee may share the LiDAR15 DEM with third parties if necessary for the reasonable use of the LiDAR15 DEM in the normal course of the Licensee's business relating to the Licensee's internal purposes. Before sharing or delivery of the LiDAR15 DEM to a third party, the Licensee shall first obtain a written undertaking in the form set out by AltaLIS from each such third party and, upon request by AltaLIS, deliver a copy of same to AltaLIS.
3. Except as otherwise expressly permitted in this Agreement, Licensee shall not:
 - 3.1. alter the LiDAR15 DEM in any way and shall promptly advise AltaLIS of any errors in the LiDAR15 DEM of which it becomes aware;
 - 3.2. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the LiDAR15 DEM; or
 - 3.3. make any use of the LiDAR15 DEM except those permitted in this Agreement.
4. Redistribution of the LiDAR15 DEM in whole or in part, other than as may be permitted in paragraph 2 of this Agreement, whether alone or as part of a value added or derived product, is not permitted without the prior written authorization of AltaLIS.
5. The Licensee agrees that:
 - 5.1. **THE LIDAR15 DEM AND EACH PART THEREOF, ANY FORMATTING OR PRESENTATION THEREOF, ANY STORAGE MEDIA ON WHICH IT IS PROVIDED, AND ANY COMMUNICATION OF ANY KIND, INCIDENTAL OR IN RELATION THERETO, IS PROVIDED TO THE LICENSEE BY ALTALIS, ADP, OR THEIR PARTNERS WITHOUT WARRANTY, REPRESENTATION OR CONDITION AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, WHETHER THE LIDAR15 DEM AND STORAGE MEDIA IS CORRECT, ACCURATE OR FREE FROM ERROR, DEFECT, DANGER, OR HAZARD, AND WHETHER IT IS OTHERWISE USEFUL OR SUITABLE OR FIT FOR ANY USE OR PURPOSE THE LICENSEE MAY MAKE OF IT; and**
 - 5.2. **ALTALIS, ADP, AND THEIR PARTNERS PROVIDE THE LIDAR15 DEM, ANY RELATED COMMUNICATION AND ANY STORAGE MEDIA WITHOUT LIABILITY TO ALTALIS, ADP, OR THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSS OF ANY KIND THE LICENSEE MAY SUSTAIN FOR ANY REASON.**
6. **THE LICENSEE RELEASES, DISCHARGES AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS ALTALIS, ADP, THEIR PARTNERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, OBLIGATIONS, LOSS, ACTIONS, RIGHTS OF ACTION, AND DAMAGES, (INCLUDING ANY DAMAGES THAT ARE INDIRECT, CONSEQUENTIAL OR OTHERWISE) INCLUDING ANY ARISING FROM ANY NEGLIGENCE OR OMISSION OF ALTALIS, ADP, THEIR PARTNERS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES OR AGENTS THAT THE LICENSEE MAY SUSTAIN FROM OR IN CONNECTION WITH THE PREPARATION OF, OR PROVISION TO OR USE BY THE LICENSEE OF, THE LIDAR15 DEM OR ANY STORAGE MEDIA, AND ANY OTHER DEALINGS, ACTIVITY OR OCCURRENCE IN RESPECT OF THE LIDAR15 DEM OR STORAGE MEDIA.**

7. The Licensee further covenants and agrees that AltaLIS has, and shall continue to have, the absolute right, privilege and entitlement to make any such other use, disclosure to any person, application or retention, or any other handling of or dealing with the LiDAR15 DEM as AltaLIS sees fit and in any format and storage media as AltaLIS sees fit, and nothing in or arising from this Agreement shall in any way limit, restrict or impinge upon the rights, privileges and entitlements of AltaLIS.
8. Nothing in this Agreement shall reduce or diminish the ownership of or copyright in the LiDAR15 DEM, or its compilation or arrangement, whether in ADP, AltaLIS, or their partners. Any of AltaLIS's analyses, programs, systems, software and formatting in the LiDAR15 DEM or the storage media shall remain the property of AltaLIS.
9. This Agreement shall not be assigned in whole or in part by the Licensee or by operation of law without the prior written consent of AltaLIS. The parties agree that a facsimile signature shall be as effective as an original signature. AltaLIS may assign and novate its rights and obligations under this Agreement to a third party without the consent of the Licensee.
10. "Term" means a period of one year commencing on the Effective Date. The Term shall automatically renew for successive one (1) year periods unless AltaLIS or the Licensee, by notice in writing given to the other before the expiry of the current Term, advises that the Agreement is to terminate on the expiration of the current Term.
11. This Agreement shall terminate:
 - 11.1. on seven (7) days notice by AltaLIS for failure by the Licensee to pay any fees payable by the terms of this Agreement; and
 - 11.2. on thirty (30) days notice by AltaLIS for breach of the terms of this Agreement which breach is not remedied within the thirty (30) day notice period.
 On termination or expiry of this Agreement, all LiDAR15 DEM shall, on AltaLIS's written request, be returned to AltaLIS. Paragraphs 4, 5, 6, 7 and 8 shall survive the termination of this Agreement.
12. This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.
13. Any disputes arising out of this Agreement shall be resolved by the Courts of the Province of Alberta.
14. This Agreement may be executed and delivered in counterparts; each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement. Transmission by facsimile shall be an accepted mode of delivery of such counterparts to the other Party.
15. If any part of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatever, such part shall be severed from this Agreement and the validity of the remainder of this Agreement shall be unaffected.

Effective Date: _____

AltaLIS Ltd.

(Licensee Name or Corporation)

Per: _____
(Authorized Officer)

Per: _____
(Authorized Officer)

Print Name
of signatory: _____

Date: _____

Date: _____