



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

License No.: _____

LICENSE AGREEMENT FOR DIGITAL DATA (The "Agreement")

_____ (the "Licensee") is hereby granted a license from Alberta Data Partnerships Ltd. ("ADP"), through ADP's agent, AltaLIS Ltd. ("AltaLIS"), to use the ADP digital mapping data (the "Supplied Data") described in Schedule "A" ("Standard End User License") on the following terms and conditions. All requests for Supplied Data shall quote the number of this Agreement. The fees payable for the Supplied Data pursuant to this Agreement shall be at the rates and payment schedule set out in Schedule "A". The Licensee acknowledges and agrees that all of the Supplied Data 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 non-transferable and non-exclusive license to use the Supplied Data pursuant to the terms of this Agreement for the Term set out in Schedule "A".
2. The Licensee shall only use the Supplied Data for the Licensee's own internal purposes, which are described more particularly in Schedule "A", and in accordance with this Agreement. The Licensee may share the Supplied Data with third parties if necessary for the reasonable use of the Supplied Data relating to the Licensee's internal purposes. Before sharing or delivery of the Supplied Data 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 ADP or AltaLIS, deliver a copy of same to AltaLIS.
3. In view of the dated nature of the Supplied Data, it is the responsibility of the Licensee to confirm with AltaLIS whether later versions of the Supplied Data are available before making use of the Licensee's copy of the Supplied Data.
4. Redistribution of the Supplied Data 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 product, is not permitted without the prior written authorization of ADP or AltaLIS as agent for ADP.
5. The Licensee agrees that:
 - 5.1. **THE SUPPLIED DATA 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 HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA (THE "CROWN") WITHOUT WARRANTY, REPRESENTATION OR CONDITION AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, WHETHER THE SUPPLIED DATA 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 THE CROWN PROVIDE THE SUPPLIED DATA, ANY RELATED COMMUNICATION AND ANY STORAGE MEDIA WITHOUT LIABILITY TO ALTALIS, ADP, THE CROWN 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, THE CROWN, 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, THE CROWN, 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 SUPPLIED DATA OR ANY STORAGE MEDIA, AND ANY OTHER DEALINGS, ACTIVITY OR OCCURRENCE IN RESPECT OF THE SUPPLIED DATA OR STORAGE MEDIA.**

7. The Licensee further covenants and agrees that ADP 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 Supplied Data as ADP sees fit and in any format and storage media as ADP 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 ADP.
8. Nothing in this Agreement shall reduce or diminish the ownership of or copyright in the Supplied Data, or its compilation or arrangement, whether in ADP or the Crown. Any of ADP's or AltaLIS's analyses, programs, systems, software and formatting in the Supplied Data or the storage media shall remain the property of either ADP or 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 ADP or its agent AltaLIS. The parties agree that a facsimile signature shall be as effective as an original signature. ADP may assign and novate its rights and obligations under this Agreement to a third party without the consent of the Licensee.
10. This Agreement shall terminate:
 - 10.1. on the earlier of the expiration of the Term or the cancellation of the Mapping Data License Agreement dated September 1, 1997, including all amendments or substitutions thereto, between the Government of Alberta and ADP;
 - 10.2. on seven (7) days notice by ADP for failure by the Licensee to pay any fees payable by the terms of this Agreement; and
 - 10.3. on thirty (30) days notice by ADP 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 Supplied Data shall, on ADP's written request, be returned to ADP. Paragraphs 4, 5, 6, 7 and 8 shall survive the termination of this Agreement.
11. AltaLIS covenants that it is the duly authorized agent of ADP. The Licensee acknowledges that, until the Licensee receives written notice from ADP that such agency has been revoked, all actions taken by AltaLIS under this Agreement on behalf of ADP shall be binding on the Licensee; all notices, information, reports or payments to be given or made by the Licensee to ADP shall be given or made to AltaLIS and all rights of ADP under this Agreement may be enforced by AltaLIS.
12. The Licensee hereby agrees that, from time to time, AltaLIS may, for marketing purposes, publish the name of the Licensee as a licensed user of the Supplied Data.
13. This Agreement is intended to apply only to projects as set out in Schedule "A". The Licensee acknowledges that ADP has the right to restrict the delivery of the Supplied Data and to require the Licensee to enter into a different licensing agreement for projects deemed by ADP not to be permitted as set out in Schedule "A".
14. The Licensee hereby agrees to notify AltaLIS of any errors or defects found in the Supplied Data.
15. This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.
16. Any disputes arising out of this Agreement shall be resolved by the Courts of the Province of Alberta.
17. 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.
18. 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.

AltaLIS Ltd. as agent for
 Alberta Data Partnerships Ltd.

 (Licensee Name or Corporation)

Per: _____
 (Authorized Officer)

Per: _____
 (Authorized Officer)

Print Name
 of signatory: _____

Date: _____

Date: _____

SCHEDULE "A"

STANDARD END-USER LICENSE

1. "Supplied Data" means digital map data as offered by ADP through its agent AltaLIS including various dataset products within the ADP & AltaLIS Dataset product lines.
2. Fees are at standard product and service rates as periodically invoiced by ADP through its agent AltaLIS and are payable on receipt of the invoice. Any amount not paid when due will bear interest at the rate of 24% per annum calculated monthly.
3. "Term" means a period of one (1) year commencing _____. The Term shall automatically renew for successive one (1) year periods unless ADP 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.
4. The Licensee's use of the Supplied Data shall be restricted to the Licensee's own internal use and may be shared with third parties subject to the following:
 - a) Any of the Supplied Data provided to third parties in the normal course of the Licensee's business can be provided in hard copy, one copy per third party, with copyright notifications as directed by AltaLIS. Hardcopy distribution of the Supplied Data by a third party, is not permitted; and,
 - b) Any of the Supplied Data can be provided in digital copy to a third party in the normal course of the Licensee's business if the third party has either signed a Third Party License (Written Undertaking) or the third party has signed an End User License for the same Supplied Data. Digital copy distribution of the Supplied Data by a third party is not permitted.

All other uses of the Supplied Data are prohibited unless approved in writing by AltaLIS.

ADP/AltaLIS

LICENSEE

Initials

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Date

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