



Agreement No.: _____

VALUE-ADDED SERVICE PROVIDER AGREEMENT (the "Agreement")

THIS AGREEMENT is made effective immediately among **Alberta Data Partnerships Ltd.** ("ADP"), by its agent **AltaLIS Ltd.** ("AltaLIS"), AltaLIS, and the following described party, the value-added service provider (the "VASP"),

VASP Name: _____

VASP Contact: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____ Web: _____

BACKGROUND:

- A. VASP desires to develop application specific software using the Mapping Data (to be defined) marketed by AltaLIS for distribution to third party end users (the "Customers"); and
- B. ADP and AltaLIS have agreed to license the Mapping Data and other rights to VASP for the above purpose.

IN CONSIDERATION of the mutual covenants contained herein, ADP and AltaLIS agree with VASP as follows:

1. INTERPRETATION

1.1. **Definitions:** In this Agreement defined words and phrases shall have the meaning described in Schedule "A", "B" or "C" as applicable.

1.2. **Schedules.** The following schedules are made part of this Agreement:

Schedule "A"	-	Definitions
Schedule "B"	-	License Fee, License Term, and Mapping Data
Schedule "C"	-	Licensed System and VASP Software

2. **GRANT OF RIGHTS**

As of the Effective Date, ADP hereby appoints VASP a non-exclusive value added reseller of the Mapping Data in the Territory and grants to VASP a personal, non-transferable, non-exclusive right:

- 2.1. to use the Mapping Data to develop application specific software and to sublicense such Mapping Data incorporated in such VASP developed software to VASP's Customers in the regular course of VASP's business;
- 2.2. to make copies of the Mapping Data and sublicense same in conjunction with at least one VASP developed software product to VASP's Customers for use on Licensed Systems solely for each Customer's internal business purposes and solely on a View Only basis;
- 2.3. to make and use copies of the Mapping Data for the sole purpose of demonstrating the VASP Software application to the Mapping Data, provided that each such copy shall be used on a single CPU; and
- 2.4. to make and use copies of the Mapping Data solely on a View Only basis, for VASP's own internal business purposes provided that each copy shall be used on a single CPU unless a site License Fee has been paid by VASP.

3. **CUSTOMER LICENSE AGREEMENTS**

- 3.1. VASP shall develop a standard form Customer License Agreement, acceptable to ADP, for use with VASP Software which includes any of the Mapping Data. VASP may amend the standard form Customer License Agreement provided that ADP approves any change which relates in any way to the Mapping Data and AltaLIS approves any change related to the Licensed Mark before agreements in the amended form are entered into with Customers. No Customer shall receive any Mapping Data unless the Customer shall have signed a Customer License Agreement in a form approved by ADP.
- 3.2. AltaLIS shall, at VASP's request and expense, assist VASP in the development of a suitable Customer License Agreement.
- 3.3. Each Customer License Agreement shall set out the name and address of the Customer that has been licensed to view the Mapping Data and details of each Licensed System on which the Customer is licensed to use a copy of VASP Software, which includes any of the Mapping Data, and shall include provisions which ensure that:
 - 3.3.1. only a personal, non-transferable and non-exclusive right to use each copy of the Mapping Data on one concurrent CPU at a time, or multiple CPUs if a site License Fee has been paid, solely for the Customer's internal business purposes and on a View Only basis is granted to the Customer;
 - 3.3.2. no title to the intellectual property in the Mapping Data is transferred to the Customer;
 - 3.3.3. the Customer shall not copy, edit, transform, convert, export or otherwise manipulate the Mapping Data on the licensed CPU, or licensed CPUs if a site license has been granted;
 - 3.3.4. the Customer shall not transfer, provide, disclose or redistribute the Mapping Data in whole or in part or whether alone or as part of a value added product to any other party without the prior written authorization of ADP;
 - 3.3.5. the Waivers/Indemnities set out in Section 7 shall be included in the Customer License Agreement, replacing the reference to "VASP" with "Customer"; and
 - 3.3.6. the Customer License Agreement shall, subject to Section 8.4, terminate on the expiry or termination of this Agreement.
- 3.4. VASP shall assign a unique internal number to each Customer License Agreement signed by a Customer and shall place this number clearly on the agreement for the auditing of each agreement.

4. **LICENSE FEES**

- 4.1. VASP agrees to pay ADP an annual License Fee for each customer accessing the Mapping Data pursuant to a Customer License Agreement (other than demonstrating or marketing the VASP Software's application to the Mapping Data). Such License Fees are to be calculated by reference to the fee schedule for the Mapping Data set out in Schedule "B". ADP may amend the License Fee applicable to the Mapping Data by giving sixty (60) days prior written notice to VASP of the amended License Fee. In the event that a VASP customer terminates within six (6) months, VASP is obligated to pay one-half of the annual License Fee.
- 4.2. VASP shall pay all taxes, however designated, and imposed as a result of the existence or operation of this Agreement, except any tax imposed upon ADP or AltaLIS with respect to their income.
- 4.3. Within thirty (30) days after the end of each month, commencing with the month containing the Effective Date, VASP shall deliver to ADP a statement in a form acceptable to ADP certified by an authorized representative of VASP showing:
 - 4.3.1. for each copy of the Mapping Data furnished to a Customer, the internal number assigned by VASP to the Customer License Agreement for that copy, the name and address of the Customer to whom the copy was furnished, the type of Licensed System on which use of the copy is authorized and the License Fee payable for the copy;
 - 4.3.2. for each copy of the Mapping Data made and used by VASP for its own internal business purposes (other than demonstrating or marketing the VASP Software application to the Mapping Data), the details and location of the CPU on which that copy is used and the License Fee payable for such copy;
 - 4.3.3. for each copy of the Mapping Data made and used by VASP for the sole purpose of marketing and demonstrating the Mapping Data, the details and location of the CPU on which that copy is used; and
 - 4.3.4. the total of all License Fees payable for all copies of the Mapping Data furnished by VASP to Customers or made and used by VASP for its internal business purposes (other than demonstrating or marketing the VASP Software's application to the Mapping Data) during such month; or
 - 4.3.5. if no copies of the Mapping Data have been made during such month, a statement to that effect.
- 4.4. No additional fee is payable for the transfer of the Mapping Data from one Customer to another in conjunction with the transfer of a Licensed System between such Customers, provided that the first Customer does not retain any portion of the Mapping Data after such transfer and that a valid and legally enforceable Customer License Agreement is obtained from the second Customer. Such transfer of the Mapping Data may result from, for example, a sale of a Licensed System and the execution of a new license with the second Customer for such Licensed System.
- 4.5. VASP shall keep full, clear and accurate records of the number of copies of the Mapping Data furnished by it to Customers or used by it internally, the identity and location of each Customer to whom the Mapping Data is furnished by VASP and such other matters as ADP or AltaLIS may reasonably request and shall deliver reports thereon from time to time as ADP or AltaLIS may request.
- 4.6. ADP shall have the right through its accredited auditing representatives to make an examination and audit, during normal business hours, not more than twice in any twelve (12) month period, of all records kept pursuant to this Agreement by VASP and such other records and accounts as may, under recognized accounting practices, contain information bearing upon the amounts of fees payable to ADP under this Agreement. Prompt adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination and audit. Neither the right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on cheques or otherwise, unless such statement appears in a letter or other document, signed by the party having such right and delivered to the other party, expressly waiving such right.

5. **SUPPORT AND UPDATES**

- 5.1. VASP shall provide support and updates to Customers with respect to the Mapping Data furnished by VASP. VASP shall, upon request, provide ADP with information concerning the support and updates provided and consult with ADP with a view to keeping such support at a level and a standard sufficient to protect the reputation of ADP, AltaLIS and the Mapping Data. VASP shall promptly report to ADP all errors and deficiencies in the Mapping Data discovered by VASP or reported by Customers to VASP. ADP and AltaLIS have no obligation to provide any support, updates, training or documentation directly to Customers of VASP.
- 5.2. During the seven (7) day period following the obtaining of a right to the Mapping Data or each new Mapping Data set ordered by VASP from ADP, ADP shall provide reasonable support with respect to such newly installed Mapping Data set including telephone consultation with AltaLIS' technical and support staff during regular office hours.

6. **ADDITIONAL COVENANTS**

- 6.1. VASP shall use its best efforts to enforce all Customer License Agreements.
- 6.2. VASP shall promptly inform ADP of any breach of any Customer License Agreement of which it is aware.
- 6.3. VASP shall not distribute copies of the Mapping Data outside the Territory.
- 6.4. AltaLIS covenants that it is the duly authorized agent of ADP. VASP acknowledges that, until VASP 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 VASP; all notices, information, reports or payments to be given or made by VASP to ADP shall be given or made to AltaLIS and all rights of ADP under this Agreement may be enforced by AltaLIS.
- 6.5. AltaLIS' Marks:
 - 6.5.1. AltaLIS grants to VASP a limited, non-exclusive right to use AltaLIS' tradenames, trademarks, titles and logos (the "Licensed Marks") in the advertising, promotion and sale of the Mapping Data. VASP shall not make or permit alteration or removal of tags, labels or identifying marks placed by AltaLIS on or within the Mapping Data or any related software program. VASP will not use AltaLIS' tradenames or abbreviations, with the exception of a logo or mark or graphic design provided by AltaLIS which indicates VASP is an authorized reseller of AltaLIS, in VASP's corporate title or name, or in any way that might result in confusion as to separate and distinct identities of AltaLIS and VASP. Upon the expiration or earlier termination of this Agreement, the license granted to VASP in the Licensed Marks shall immediately terminate and VASP shall immediately cease all use of the Licensed Marks.
 - 6.5.2. VASP recognizes and acknowledges AltaLIS' ownership and title to the Licensed Marks and the goodwill related thereto and agrees that any goodwill which accrues because of VASP's use of the Licensed Marks shall become the property of AltaLIS. VASP further agrees not to contest or take any action in opposition to any trademark, servicemark, tradename or logo of AltaLIS or to use, employ or attempt to register any mark or tradename which is similar to any mark or name of AltaLIS.
 - 6.5.3. VASP shall apply the Licensed Marks only to the Mapping Data or as set out in AltaLIS' trademark or tradename use specifications and product specifications, copies of which will be furnished, in confidence, to VASP when required;
 - 6.5.4. If at any time VASP shall, in the opinion of AltaLIS, fail to conform with the standards of quality in design, use, advertising and promotion set out in such specifications, then AltaLIS shall so notify VASP and VASP shall promptly cease to use the Licensed Marks until the standards of quality contained in the applicable specifications have been met to the satisfaction of AltaLIS.
- 6.6. VASP:
 - 6.6.1. shall cause to be marked on or included in all copies of the Mapping Data made by VASP any copyright notice or notice giving credit to a developer marked on or included in any portion of the Mapping Data as furnished to VASP by AltaLIS; and

- 6.6.2. shall, at ADP's or AltaLIS' request, deliver to the requesting party copies of all print media advertising and transcripts of advertising in other media placed by or on behalf of VASP in which reference is made to the Mapping Data, the Licensed Marks, ADP or AltaLIS.
- 6.7. Each party covenants that it shall keep confidential any confidential information relating to the other party's business, finances, marketing and technology, to which it obtains access including, but not limited to, the Mapping Data and that it shall take all reasonable precautions to protect such confidential information of the other party or any part thereof from any use, disclosure or copying except as expressly authorized by this Agreement. VASP shall implement such procedures as ADP may reasonably require from time to time to improve the security of the Mapping Data. Confidential information of a party shall not include information which is or becomes available to the public through no fault of the other party or which is disclosed to the other party by a third party who had lawfully obtained such information and without a breach of the third party's confidentiality obligations. This Section 6.7 shall expressly survive the termination or expiry of this Agreement.
- 6.8. VASP acknowledges that the Mapping Data and all related information and documentation are the property of ADP and/or AltaLIS and/or third parties from whom ADP and/or AltaLIS has acquired rights under license. VASP shall not make any use of any such confidential information except as authorized herein and shall not copy same except as necessary for such authorized use.

7. **WAIVERS/INDEMNITY**

VASP agrees that:

- 7.1 **THE MAPPING 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 VASP 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 MAPPING 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 VASP MAY MAKE OF IT;**
- 7.2 **ALTALIS, ADP, AND THE CROWN PROVIDE THE MAPPING 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 VASP MAY SUSTAIN FOR ANY REASON IN RELATION TO THE USE OF THE MAPPING DATA BY VASP OR THE CUSTOMERS;**
- 7.3 **VASP 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 VASP MAY SUSTAIN FROM OR IN CONNECTION WITH THE PREPARATION OF, OR PROVISION TO, OR USE BY VASP OF THE MAPPING DATA OR ANY STORAGE MEDIA, AND ANY OTHER DEALINGS, ACTIVITY OR OCCURRENCE IN RESPECT OF THE MAPPING DATA OR STORAGE MEDIA;**
- 7.4 **VASP SHALL INDEMNIFY AND SAVE HARMLESS ADP, ALTALIS AND THE CROWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, COSTS OR EXPENSES AWARDED AGAINST OR INCURRED OR SUFFERED BY ADP, ALTALIS AND/OR THE CROWN ARISING OUT OF ANY ACTION OR PROCEEDING COMMENCED OR MAINTAINED BY ANY THIRD PARTY IN RESPECT OF ANY ACTS OR OMISSIONS OF VASP IN ITS USE, MARKETING OR DISTRIBUTING THE MAPPING DATA. VASP SHALL COOPERATE FULLY WITH ADP, ALTALIS AND THE CROWN AND RENDER ALL ASSISTANCE AS MAY BE REASONABLY REQUIRED BY ADP, ALTALIS AND/OR THE CROWN IN THEIR DEFENCE OF ANY SUCH ACTION OR PROCEEDING; AND**
- 7.5 **THIS SECTION 7 SHALL EXPRESSLY SURVIVE THE TERMINATION OR EXPIRY OF THIS AGREEMENT**

8. **TERMINATION OF AGREEMENT**

- 8.1. This Agreement shall expire at the end of the License Term. At any time up to sixty (60) days before the end of the License Term, VASP may notify ADP that it wishes to renew this Agreement. ADP agrees to respond promptly to any such request for renewal and to enter into negotiations to renew on the basis of the terms and fee schedules then applicable to the Mapping Data.
- 8.2. In addition to the events provided for elsewhere in this Agreement, each of the following events shall, at the option of ADP and without prejudicing any other rights ADP may have, constitute a Terminating Event:
 - 8.2.1. if the Mapping Data is lost by or stolen from VASP as a consequence of VASP's negligence or willful act or omission;
 - 8.2.2. if VASP makes the Mapping Data available for use other than in conjunction with specific Licensed System pursuant to a Customer License Agreement;
 - 8.2.3. if, due to some action or omission by VASP, a third party obtains an interest in the Mapping Data (other than pursuant to a Customer License Agreement) whether by way of assignment, security, process of law or otherwise;
 - 8.2.4. if VASP becomes insolvent or unable to pay its debts as they become due, or ceases to pay its debts as they become due in the ordinary course of business, or makes an assignment for the benefit of its creditors, or is liquidated or dissolved, or any proceedings are commenced against VASP under any debtor's relief law and such proceedings have not been vacated or set aside within sixty (60) days, or a receiver is appointed for VASP or any of its assets;
 - 8.2.5. if any information furnished by or on behalf of VASP pursuant to or in connection with this Agreement proves to have been false in any material respect; or
 - 8.2.6. if there is any breach of this Agreement by VASP not cured within fourteen (14) days of AltaLIS or ADP giving notice thereof to VASP.
- 8.3. On the occasion of the Terminating Event or expiry of this Agreement, without prejudice to any other rights AltaLIS or ADP may have:
 - 8.3.1. VASP's rights to furnish the Mapping Data to Customers and to make copies of the Mapping Data shall immediately terminate;
 - 8.3.2. AltaLIS' support obligations hereunder, if any, shall immediately terminate;
 - 8.3.3. VASP shall pay, within ten (10) days thereof, all amounts which have accrued to ADP;
 - 8.3.4. VASP shall immediately deliver to ADP or destroy the copies of the Mapping Data then in the possession of or under the control of VASP and shall deliver a certificate of a senior officer of VASP attesting that all such copies of the Mapping Data have either been destroyed or returned to ADP; and
 - 8.3.5. VASP shall provide ADP with a complete list of the names and addresses of all Customers who have entered into Customer License Agreements with VASP since the Effective Date, together with the internal license number of each such Customer License Agreement. Except as aforesaid, the rights and obligations of the parties hereto shall survive a Terminating Event.
- 8.4. All Customer License Agreements granted by VASP prior to such termination or expiry shall, unless ADP is novated into the Customer License Agreement, expire on the termination or expiry of this Agreement.
- 8.5. This Agreement shall terminate:
 - 8.5.1. 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;
 - 8.5.2. on seven (7) days notice by ADP for failure by VASP to pay any fees payable by the terms of this Agreement;

- 8.5.3 on fourteen (14) days notice by ADP for breach of the terms of this Agreement which breach is not remedied within the fourteen (14) day notice period; and
- 8.5.4 if VASP provides thirty (30) days written notice upon receipt of notice of a price increase from AltaLIS.

9. **MISCELLANEOUS PROVISIONS**

- 9.1. Unless mutually agreed otherwise, the parties agree that, while this Agreement remains in effect, and for a period of six (6) months thereafter, no party shall directly or indirectly solicit, hire or otherwise retain any employee of the other parties or enter into or attempt to enter into any form of business arrangement with an employee of any of the other parties, if such employee has had contact with such other party as a result of the negotiation or performance of this Agreement.
- 9.2. This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. Any disputes arising out of this Agreement shall be resolved by the Courts of the Province of Alberta.
- 9.3. Any notice, demand or other communication (the "Notice") to be given under this Agreement shall be in writing and shall be sufficiently given if:
 - 9.3.1. delivered in person during normal business hours on a business day and left with a receptionist or other responsible employee of the relevant party at the applicable address set out below;
 - 9.3.2. sent by prepaid first class mail; or
 - 9.3.3. sent by any electronic means of sending messages including confirmation, including telex or facsimile transmission, which produces a paper record ("Electronic Transmission") during normal business hours on a business day, charges prepaid and confirmed by prepaid first class mail;in the case of a Notice to ADP or AltaLIS, addressed to it at:

AltaLIS Ltd.
2540 – 5 Avenue N.W.
Calgary, Alberta
T2N 0T5
Fax: (403) 716-3494

and in the case of a Notice to VASP, addressed to it at the address set out on page 1 of this Agreement.
- 9.4. Each Notice sent in accordance with Section 9.3 shall be deemed to have been received:
 - 9.4.1. on the day it was delivered;
 - 9.4.2. on the third business day after it was mailed (excluding each business day during which there existed any general interruption of postal services due to strike, lockout or other cause); or
 - 9.4.3. on the next day that it was sent by Electronic Transmission, or on the first business day thereafter if the day on which it was sent by Electronic Transmission was not a business day.
- 9.5. Any party may change its address for notices by giving Notice to the other parties as provided in Section 9.3.
- 9.6. Each party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other party may in writing at any time and from time to time reasonably request be done and/or executed in order to give full effect to the provisions of this Agreement.
- 9.7. Except as expressly provided otherwise in this Agreement, dates and times by which a party is required to render performance under this Agreement shall be postponed automatically to the extent and for the period of time that such party is prevented from meeting them by reason of any cause beyond its reasonable control.

Failure to pay License Fees when due is not a cause beyond the reasonable control of VASP. The party prevented from rendering performance must, however, notify the other parties immediately and in detail of the commencement and nature of such cause and the probable consequences thereof. Such party must use its reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances including obtaining supplies or services from other sources if same are reasonably available. If performance of a material obligation is delayed for more than thirty (30) days, the other parties may, on notice, treat the delay as a default.

9.8. In giving effect to this Agreement, no party, other than AltaLIS on behalf of ADP, shall be or be deemed an agent of another party for any purpose and that their relationship to each other shall be that of independent contractors. Nothing in this Agreement shall constitute a partnership or a joint venture between the parties. No party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of the other party.

9.9. This Agreement shall enure to the benefit of and be binding upon the parties and their respect successors and permitted assigns. ADP and AltaLIS shall have the right to assign and novate their rights and obligations under this Agreement to a third party without consent of VASP. VASP shall not assign this Agreement without the prior written consent of ADP.

IN WITNESS WHEREOF this Agreement has been executed by the parties on _____.

VASP: _____
(Name)

ALBERTA DATA PARTNERSHIPS LTD.
by its agent, AltaLIS Ltd.

Per: _____

Per: _____

ALTALIS LTD.

Per: _____

VALUE-ADDED SERVICE PROVIDER AGREEMENT

SCHEDULE "A"

DEFINITIONS

1. "CPU" means a single end-user's computer's central processing unit, under concurrent end-user use as included in a Licensed System, and excludes any server computer central processing unit;
2. "Customer License Agreement" means an agreement in writing entered into by VASP with a third party end user, and containing the provisions required in Section 3 of the Agreement;
3. "Effective Date" means, for any Mapping Data, the date upon which this Agreement, or a subsequently executed schedule applicable to the Mapping Data, has been executed by both VASP and AltaLIS;
4. "License Fee" means the amount designated for the appropriate Mapping Data per CPU or site license as set out in Schedule "B" or any amended Schedule "B";
5. "License Term" means the period of time designated as such in Schedule "B", provided that if no time period is set out in Schedule "B" the License Term shall be two (2) years;
6. "Licensed System" means a computer system of a type listed in Schedule "C" on which VASP Software may be used by VASP's direct end users;
7. "Mapping Data" means the data or data sets described in Schedule "B";
8. "Territory" means the territory within the boundaries of North America;
9. "VASP Software" means all or any portion of the computer programs, in object code format, for software products listed in Schedule "C" and any and all application-specific software developed by VASP pursuant to the terms of this Agreement.
10. "View Only" refers to the use of the Mapping Data being limited to visual review by a VASP's third party end-user Customer, whom shall not be enabled to copy, edit, transform, convert, export or otherwise manipulate the Mapping Data on the licensed CPU, or licensed CPUs if a site license has been granted.

VALUE-ADDED SERVICE PROVIDER AGREEMENT

SCHEDULE "B"
LICENSE FEE, LICENSE TERM, & MAPPING DATA

License Fee means:

ANNUAL VASP MEMBERSHIP FEE:

\$ _____ first year & \$ _____ per year thereafter, payable in advance.

And plus:

ANNUAL VASP CLIENT FEES

AltaLIS Product Bundle	Datasets Included	Annual Price* (per VASP licensed end-user client seat)	
		\$	per first seat license sold to VASP's end-user client
		\$	2-20 license seats
		\$	site license per client location, unlimited user seats

*Note: This amount will be invoiced monthly to VASP, payable to AltaLIS within 30 days.
Any amount not paid when due will bear interest at the rate of 24% per annum calculated monthly.

License Term means the period commencing _____ and terminating on _____.

Mapping Data means: _____
[List AltaLIS Product Bundle(s) here]

ADP

Initials

AltaLIS

Initials

Date

VASP

Initials

Date

VALUE-ADDED SERVICE PROVIDER AGREEMENT

SCHEDULE "C"

LICENSED SYSTEM & VASP SOFTWARE

[LIST VASP COMPUTER SYSTEM DETAILS HERE]

VASP SOFTWARE

[LIST SOFTWARE APPLICATION DETAILS HERE]