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DEFINITIONS

To be defined:

- “The Crown” means His Majesty the King in Right of Alberta.
- “Closed Data” means the digital mapping data designated as closed data on our website which you have selected to license for the fees stated on our website.
- “Extractable” means Supplied Data in a format which allows the vector data to be exported into a CAD or GIS system which allows the manipulation of the attributable data and/or positional data.
- “License Fee” means the fee paid or payable to Altalis for a license to use the Closed Data.
- “Non-extractable” means Supplied Data in a format which does not allow translation of vector data to another format (such as hard copy, raster data, view only).
- “Open Data” means the digital mapping data designated as open data on our website which you have selected to license without payment of a fee.
- “Personal Information” means personal information as defined in the Freedom of Information and Protection of Privacy Act (Alberta).

- “Subscription License” means license granting the Licensee the right to access and download specific data products for specific areas from the Altalis website throughout the Subscription Term.
- “Subscription Term” means the term of the Subscription License that is subscribed for by the Licensee.
- “Supplied Data” means both Open Data and Closed Data being digital mapping data in Extractable or Non-extractable form, licensed and downloaded by the Licensee from the Altalis website pursuant to this Agreement.

CLOSED DATA TERMS AND CONDITIONS

The following terms and conditions apply to you and the Supplied Data in respect of the Closed Data which you have selected to license.

1. Upon acceptance of this Agreement and payment of the License Fee Altalis hereby grants the Licensee a perpetual non-exclusive non-transferable license to use the Supplied Data and Altalis will provide the Licensee a link to download the Supplied Data from the Altalis website for use on the terms, conditions and restrictions set out in this Agreement.
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6. In the event that the Licensee allows a third party to have access to Extractable Supplied Data in accordance with paragraph 5 the Licensee shall be solely responsible to ensure that the third party uses and maintains the Supplied Data strictly in accordance with the terms of this Agreement and does not copy, transfer, distribute or otherwise release the Supplied Data.

OPEN DATA TERMS AND CONDITIONS

The following terms and conditions will apply to you and the Supplied Data only in respect of the Open Data which you have selected to license. If you have also selected Closed Data you understand that these terms and conditions will not apply to that Closed Data.

7. Upon use of the Open Data, Altalis hereby grants you a worldwide, royalty-free, perpetual, non-exclusive license to use the Open Data including for commercial purposes subject to the terms set out herein. Under the Open Data license you are free to copy, modify, publish, translate, adapt, distribute or otherwise use the Open Data in any medium, mode or format for any lawful purpose.
8. The Licensee must acknowledge the source of the Open Data by including the attribution statement "Contains Information licensed under the Open Government License – Alberta" or such other attribution statement specified by Altalis from time to time on any Open Data that is distributed.
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15. The Licensee grants the right to Altalis in its sole discretion to publish the name of the Licensee as a licensed user of the Supplied Data from time to time for marketing and information purposes as long as no endorsement is stated.

Warranty

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18. The Licensee hereby agrees to notify Altalis of any errors or defects found in the Supplied Data.
19. The Licensee agrees that:
 - a. **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 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**

- b. **ALTALIS, ADP, THE CROWN AND THIRD PARTIES PROVIDE THE SUPPLIED DATA, ANY RELATED COMMUNICATION AND ANY STORAGE MEDIA WITHOUT LIABILITY TO ALTALIS, ADP, THIRD PARTIES, THE CROWN OR THEIR RESPECTIVE, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY LOSS, COST, DAMAGE, CLAIM OR EXPENSE OF ANY KIND THE LICENSEE MAY SUSTAIN FOR ANY REASON.**
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21. **Limitation of Liability.** The total liability of Altalis Group to the Licensee for damages from any and all causes whatsoever regardless of the form of action, whether in contract or in tort, including negligence, breach of limited warranty given by Altalis will, in the aggregate, be limited to the money actually paid by the Licensee to Altalis during the term of this Agreement or in the case of a Subscription License the money actually paid for one Subscription Term.
22. Nothing in this Agreement shall reduce or diminish the ownership of or copyright in the Supplied Data, or its compilation or arrangement, by Altalis Group. Any analyses, programs, systems, software and formatting in the Supplied Data or the storage media shall remain the property of the Altalis Group.
23. The Licensee further covenants and agrees that Altalis Group 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 Altalis Group sees fit and in any format and storage media as Altalis Group 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 Group.

Default and Termination

24. Default and Termination. In the event that:

- (a) there is a cancellation of the Mapping Data License Agreement dated September 1, 1997, including all amendments or substitutions thereto, between the Crown and ADP;
- (b) the Licensee is in default of payment of any amounts to Altalis and fails to pay the same within seven (7) days following receipt of written notice from Altalis; or
- (c) the Licensee distributes, releases, discloses or transfers any Supplied Data to a third party contrary to the terms of this Agreement, or;
- (d) the Licensee is default of any other material term or condition of this Agreement and fails to cure the same within ten (10) days following receipt of written notice from Altalis to the Licensee

then upon written notice from Altalis, the license to the Licensee granted herein to the Supplied Data shall be terminated. Notwithstanding any termination, paragraphs 19, 20, 21, 22 and 23.

25. Rights to Injunction. The Licensee acknowledges that unauthorized disclosure, use, sale, sublicense or transfer of the Supplied Data or any information contained therein will diminish substantially the value to the intellectual and proprietary rights and interests of Altalis Group and that legal remedies in such circumstances would be wholly inadequate. If the Licensee, or any of its employees, agents or representatives, breaches any of the Licensee's obligations with respect to non-disclosure, restrictions on use or confidentiality, Altalis will be entitled to equitable relief to protect its interests in and to the Supplied Data, including but not limited to injunctive relief, as well as money and other damages available to it under applicable law.

26. On termination or expiry of this Agreement, all Supplied Data shall, upon written direction of Altalis, be returned to Altalis or destroyed except where encrypted and stored digitally for disaster-recovery purposes.

27. The Licensee shall pay interest on any amounts 30 days outstanding to Altalis at a rate of 15% per annum, calculated monthly from date due until date of payment. The Licensee shall be responsible for all expenses and costs incurred by Altalis in enforcing any breach of this Agreement by the Licensee or any third party to whom the Licensee has provided Supplied Data (including legal fees on a solicitor and client basis) and the Licensee will forthwith reimburse Altalis upon demand for the same.

GENERAL

28. No Assignment. 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. Altalis may assign this Agreement to a third party without the consent of or notice to the Licensee.

29. Time of the Essence. Time shall be of the essence of this Agreement.

30. Non-Waiver. Waiver of strict compliance with the performance of any of the terms and conditions of this Agreement or any breach thereof by the Licensee shall not be held or deemed to be a waiver of any subsequent or other failure to comply strictly with or perform the same or any term or condition of this Agreement or any breach thereof.

31. Headings. Paragraph headings are not to be considered part of this Agreement and are included solely for convenience and are not intended to be full or accurate descriptions of the contents thereof.

32. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the License and there are no representatives, warranties or undertakings whether verbal or in writing other than as set out herein. This Agreement may not be amended except by agreement in writing signed by both parties hereto.

33. Notice and Communication. All notices and communications required or permitted under this Agreement will be in writing. Electronic forms of notice shall be an accepted mode of written communication. The email address for notice to the Licensee shall be the email address provided by the Licensee upon application. The email address for notice to Altalis shall be info@altalis.com or such other address provided by the Licensee from time to time.

A notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to

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the same conditions as other business documents and records originally generated and maintained in printed form.

34. Severability. 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.
35. Governing Law. This Agreement shall be governed by and construed in accordance with 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.