

THIS AGREEMENT made effective as of the **28** day of **March, 2002**

BETWEEN:

THE CITY OF CALGARY, a Municipal
Corporation of the Province of Alberta

(hereinafter referred to as the "City" or Licensor")

-and-

ABC Inc., a body corporate with an office in the City/Town of **Calgary**,
in the Province/Territory of Alberta,

(hereinafter referred to as "Licensee")

Note: Yellow hi-lighted areas,
such as those shown on this
sample agreement, will vary,
depending on your type of
business, company name,
date, etc.

**THIS IS A SAMPLE
AGREEMENT ONLY**

Personal information is collected under the authority of the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25, Section 33(c), City of Calgary Bylaw 49M2000, and Alberta Regulation 81/2001 (Internet Sales Contract Regulation) Section 5(1). It is used for the purposes of shipping and/or licensing products, and may also be used to inform you of changes to the system or new products added to the store (see [Calgary Online Store Privacy Policy Page](#)). For additional information, contact the Manager, Corporate Data Access & Marketing, 800 Macleod TR SE, T2P 2M5, Phone (403) 268-6403.

PLEASE READ THIS AGREEMENT CAREFULLY before clicking on or otherwise choosing the "I AGREE" button at the end of this Agreement or downloading, accessing, or using the Licensed Product. By clicking on or otherwise choosing the "I AGREE" button at the end of this Agreement or by downloading, accessing, or using the Licensed Product, the Licensee is agreeing, or is deemed to agree, to be bound by all the terms and conditions, without modification, of this Agreement in the same manner as if it had been duly executed in a paper or hard copy form by an individual or an officer of a corporation who is duly authorized to bind the corporation.

WHEREAS the City is the owner of intellectual property rights, including copyright, in and to the information or data product described in Schedule "A" attached hereto;

AND WHEREAS the Licensee wishes to obtain access to, and the ability to make use of, the information or product;

AND WHEREAS the City is prepared to grant the Licensee a limited license to the information or product subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR hereby paid by Licensee to the City, together with other valuable consideration described herein, **THE PARTIES AGREE AS FOLLOWS:**

1. The City hereby grants to the Licensee a license to use the information or product described in Schedule "A" attached hereto and made part of this Agreement (such information or product is referred to in this Agreement as the "Licensed Product").
2. The specifics of the type of license hereby granted are provided in Schedule "A".
3. In addition to the consideration described above, the Licensee shall pay to the City such license fees and compensation as are described in Schedule "A". The Licensee will provide a valid credit card number at the time of each transaction prior to downloading, accessing or using the Licensed Product for the pre-authorization of the payment of any such license fees and the Licensee agrees to the processing of the payment of any such license fees by the use of the credit card.
4. The license granted hereby is non-exclusive and non-transferable, and shall not be assigned by the Licensee without the prior written approval of the City.
5.
 - a. The City will use commercially reasonable efforts in the creation or preparation of the Licensed Product as to its accuracy and reliability, and so it will substantially conform to the description of it used by the City or any related documentation provided by the City. For a period of fifteen (15) days after obtaining the Licensed Product ("Acceptance Period") Licensee may conduct such tests as it deems appropriate in order to determine if the Licensed Product is acceptable. Should Licensee determine that the Licensed Product does not conform with the description or any related documentation provided by the City, or if the medium on which it is provided is defective, upon notice in writing to the City within such Acceptance Period, the City will provide a replacement copy of the Licensed Product in exchange for the non-conforming or defective copy. If the City fails or is unable to correct the non-conformity or defect, upon return to the City of all copies of the non-conforming or defective Licensed Product, the City shall reimburse the Licensee the license fees paid by Licensee to the City. The remedies described in this paragraph shall be the only remedies available to Licensee. The parties agree if Licensee does not provide notice in writing during the

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Acceptance Period, it has accepted the Licensed Product on an "as is" basis.

- b. Without limiting the generality of subsection 5(a), the City shall not be responsible for or liable for any errors that may be contained in the Licensed Product whether such errors develop during the production stage or subsequently during the reproduction of the Licensed Product.
 - c. The City makes no warranty whatsoever as to the accuracy of the Licensed Product provided, nor any warranty, either expressed or implied, as to the merchantability or fitness for a particular purpose of the Licensed Product.
6. Licensee's use of the Licensed Product shall be strictly limited to the terms provided in this Agreement. No right of ownership is granted under this Agreement.
7. Licensee acknowledges and agrees as follows:
- a. The Licensed Product is the property of the City, and Licensee will take all reasonable steps and precautions to maintain the confidentiality and integrity of the Licensed Product.
 - b. Licensee shall not misrepresent in any way the Licensed Product.
 - c. If the type of license agreed to, according to the designation in Schedule "A" attached hereto, provides for the Licensee to embed the Licensed Product in an application of the Licensee, the Licensee shall ensure that the Licensed Product:
 - i. is secure from direct access by third parties,
 - ii. cannot be copied in whole or in part by third parties, and
 - iii. that third parties shall not be able to gain access to or use the Licensed Product other than through the Licensee's application.
8. In order to permit the determination and confirmation of whether or not the provisions of this Agreement have been complied with, Licensee shall:
- a. maintain reasonable records of its use of the Licensed Product;
 - b. maintain reasonable records of transactions with other parties involving the products of Licensee or any of its affiliates in which the Licensed Product is imbedded or used in any way;
 - c. make such records available upon reasonable notice for inspection and audit by or on behalf of the City.

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9. The term of this license shall be as provided in Schedule "A". The City may terminate the license if Licensee fails to comply with any material provision of this Agreement, including failure to make payments as specified, by giving written notice of such default or failure to comply. If Licensee is unable or unwilling to cure such default within thirty (30) days of such written notice, the license granted by this Agreement shall be terminated and withdrawn. Upon termination Licensee shall cease to use the Licensed Product and shall return to the City or destroy all copies of the Licensed Product. All obligations as to confidentiality shall survive any termination of this Agreement or the license granted by this Agreement
10. The prices listed in Schedule 'A' are exclusive of the Goods and Services Tax ("GST"), Provincial Sales Tax ("PST"), and Harmonized Sales Tax ("HST") (collectively referred to as "Sales Tax") . To the extent applicable, Sales Tax, or any tax or payment that supercedes or replaces the Sales Tax, shall be added to all payments of any license fees by the Licensee to the City and the City may obtain pre-authorization and process any such amount in the same manner as any license fees as provided for herein.
11. This Agreement shall be governed by the laws in effect in the Province of Alberta. No action shall be commenced or maintained by either party on any matter contained in or arising out of this Agreement in any court other than a court of the appropriate jurisdiction in the Province of Alberta or on appeal from the appropriate Alberta Court to the Supreme Court of Canada.
12. If either party desires to give notice to the other party under or in connection with this Agreement, such notice shall be given as follows:

- a. By the City to Licensee by delivery to:

ABC Inc.
Contact Street Address
Calgary, AB
T2P 2M5
Canada

Attention: Contact First Name Contact Last Name

or by postage prepaid mail addressed to Licensee at the above address,

or by fax to the fax number of Licensee at:

13. by Licensee to the City by delivery to:

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The City of Calgary
Corporate Data Access and Marketing (#8218)
5th Floor - Municipal Building
800 Macleod Tr. S.E.
Calgary, Alberta
T2G 2M5
Attention: Contracts Administrator

or by postage prepaid mail addressed to:

The City of Calgary
P. O. Box 2100
Postal Station "M"
Calgary, Alberta
T2P 2M5
Attention: Mail Code #8218
Contracts Administrator

or by fax to the fax number of the City at:

(403) 268-3638

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- This document, including the Schedule attached hereto, is the entire agreement between the parties. No modification of this License Agreement or any Schedule hereto will be effective unless it is in writing and is signed by each party hereto.

SCHEDULE "A"

This is Schedule "A" to the License Agreement dated **28 March 2002**

1. Licensed Product

The Licensed Product which is hereby licensed to the Licensee by the City in accordance with the terms and conditions provided in the body of the Agreement to which this Schedule is attached, as well as any other Schedules also attached, is described as follows:

a. Description of Licensed Product:

- Legal Survey Fabric (LSF) Section
- OPF Section
- Road Network (RoadNet) Cartographic Version
- Road Network (RoadNet) Database & Link File

(referred to herein as "Licensed Product").

b. Use of Licensed Product:

This data product is licensed by The City of Calgary to ABC Inc. for internal business use only. No other type of commercial use is permitted. Users may not sell, rent, lease, lend, license, sub-license or transfer the data to anyone else, individual or corporation.

Without limiting the foregoing, but for greater clarity, the Licensee's use of the Licensed Product may include analysis on its behalf by a contractor or consultant or professional advisor provided the terms and conditions of this License Agreement are complied with, including that there be no additional copy of copies of the Licensed Product made beyond what is provided on this License Agreement.

2. Type of License

The type of license hereby granted to the Licensee by the City is:

End User - Internal

Use of the Licensed Product is restricted to the Licensee's own internal business use and is not to be commercialized in any way. "Commercialized", In respect to the Licensed Product, or a product or service derived from the Licensed Product includes; distributing, sharing, giving away, selling, letting for hire, or by way of trade, offering or exposing for sale or hire any articles containing the Licensed Product or any product or service derived from or incorporating the Licensed Product.

3. Particulars of License

Number of Terminals/Users: One

4. Term

One (1) Year

5. Fee schedule:

Fee Schedule (Amounts do not include GST, PST, or HST)

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Product	Unit Price	Qty	Total
Legal Survey Fabric (LSF) Section	\$55.00	1	\$55.00

OPF Section	\$55.00	1	\$55.00
Road Network (RoadNet) Cartographic Version	\$1,000.00	1	\$1,000.00
Road Network (RoadNet) Database & Link File	\$1,000.00	1	\$1,000.00
Subtotal:			\$2,110.00

Note: If you are purchasing non licensed products such as manuals, reports, etc., these will appear on order summary page following this License Agreement.

6. Update Schedule:

None

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