

## **TRIATHLON MAPPING CORPORATION**

### **NETWORK LICENSE AGREEMENT**

#### **GREATER TORONTO AREA ORTHOPHOTO DATA SET**

By using the data contained in the Orthophoto Data Set the Licensee agrees to be bound by the provisions of this License Agreement.

transferable right to use the Orthophoto Data Set specified in Schedule A - Product Description, and any Updates to the Orthophoto Data Set provided by the Licensor in accordance Clause 3 - Update Policy below, on an unlimited number of either stand-alone or networked computers directly owned or controlled by the Licensee for use within its own organization.

b. Orthophoto Data Set: A set of ortho image file data (Orthophoto Data) together with the Related Materials, including any Updates thereto.

c. Related Materials: Documentation describing the use of the Orthophoto Data, the computer file format(s) and the data field definitions describing the organisation of the Orthophoto Data Set.

d. Update: Changes to all or part of the Orthophoto Data Set, typically for the purposes of including data gathered or produced since the previous issue of the Orthophoto Data Set or for correcting errors or omissions in the data.

#### **2. Installation:**

Licensor will provide one copy of the Orthophoto Data Set to the Licensee in accordance with an agreed delivery schedule. Licensee will be responsible for installation and user support. Licensor shall have no liability to Licensee for any loss or damage as a result of any delay in delivery.

#### **3. Update Policy:**

Licensor is under no obligation to develop or compile any Updates to the Orthophoto Data Set. However, it

a) The Orthophoto Data Set is a proprietary product owned by Licensor, and

- d) Use the Orthophoto Data Set for any purpose other than that expressly provided for in Article 5 - Use of Orthophoto Data Set;
- e) Alter, modify, or add to the Orthophoto Data Set in a manner that affects its operability, or accuracy, or makes it misleading.

**7. No Further Obligations: Licensees acknowledge that:**

- a) Licensee is solely responsible for decisions regarding suitability of the Orthophoto Data Set for Licensee's planned use; and
- b) Nothing in this License Agreement shall be interpreted to constitute an agreement by Licensor to customise, modify or provide the Orthophoto Data Set in any particular form or containing any particular information other than as defined by existing product specifications.

**8. Termination:**

This License Agreement is subject to termination under the following conditions:

- a) **Material Breach:** If Licensee breaches any term or condition of this License Agreement and fails to correct the breach within 7 calendar days after receiving written notice to do so, Licensor may terminate this License Agreement by giving Licensee written notice of termination. Such termination will take effect upon delivery of the notice as described in Clause 14 - Notices.
- b) If Licensee should become insolvent or subjected to any process, proceeding or arrangement for the benefit of creditors, including any reorganisation, receivership or liquidation proceedings, Licensor may terminate this License by giving Licensee written notice of termination. Such termination will take effect upon delivery of the notice to Licensee. No License Fee refunds will be made upon such termination.
- c) Notwithstanding any other provision of this License Agreement, Clauses 4. - Proprietary Rights, 11 - Limitation of Liability and 12 - Indemnity hereof and all provisions of this License Agreement necessary for the interpretation or enforcement of any of the foregoing shall survive termination.

**9. Remedies for Material Breach:**

- a) If Licensee breaches any of its obligations under this License Agreement and fails to correct the breach within seven (7) calendar days after receiving written notice to do so, then Licensor may seek injunctive relief to Tc mMnt he ar days after receiee7(o)-2(tice)5( ipmbe)5





request for disclosure in order that the Licensor may challenge such disclosure through the courts. Licensee grants Licensor conduct of the challenge and defence and settlement of any claims.

**19. Additional Terms:**

If Appendix A - Additional Terms is attached to this License Agreement then such Appendix A is incorporated herein by reference.

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