

LICENSE AGREEMENT DATED FOR REFERENCE: _____

BETWEEN:

GIS INNOVATIONS LTD.
310-1200 West 73rd Avenue
Vancouver, British Columbia
Canada, V6P 6G5

(“GISI”)

and

(“CITY”)

WHEREAS GISI supplies the Road Atlas of BC (the “Atlas”) comprising a digital database of roads and facilities for British Columbia;

AND WHEREAS the CITY can benefit from access to the database in connection with the discharge of its civic duties;

AND WHEREAS the CITY has access to information relating to changes to addressing, roads, facilities and related information within its jurisdiction that would be useful in maintaining the currency of the database;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, GISI and the CITY agree as follows:

1. **Definitions:** In this agreement,
 - ? "GISI" means GISI, its successors, successors in title, assigns and assignees.
 - ? "Atlas" means the Road Atlas of BC consisting of a digital database compiled by GISI and comprising roads, road information, facilities and a base map.
 - ? "Civic Data" means any data, maps or any other reference material owned by the CITY that has been provided to GISI under this agreement.
 - ? "Data" means both/either the Atlas and/or the Civic Data, depending on context.
2. **Ownership:** GISI acknowledges that the Civic Data is the property of the CITY. The CITY acknowledges that the Atlas is a proprietary product of GISI and that the worldwide copyright therein is owned by GISI. The Atlas is not, in whole or in part, in the public domain. Title to, and copyright in, the Atlas, including in any copy, modification, update or merged portion thereof shall at all times remain with GISI. GISI does not claim copyright in certain portions of the underlying data used by GISI to create the Atlas in instances where such data was derived from third party sources.

DATA EXCHANGE AND CO-OPERATION COMMITMENTS

3. **Data Exchange:**
 - a) Subject to GISI's acceptance and compliance with the terms hereof and the restrictions set out herein the CITY agrees to provide at no charge to GISI its best relevant Civic Data upon execution of this agreement and from time to time thereafter. Where a copy or reproduction is not practical, the CITY agrees to provide reasonable access within its office to GISI to view any relevant material.
 - b) Subject to the CITY's acceptance and compliance with the terms hereof and the restrictions set out herein, GISI grants to the CITY a royalty-free, non-exclusive, non-transferable license to use those portions of the Atlas covering the CITY's geographical jurisdiction. A copy of the Atlas will be provided upon execution of this agreement and from time to time thereafter.
4. **Change Notification:** The CITY agrees to directly and promptly notify GISI of any relevant changes occurring within its jurisdiction that affect the Atlas or the Civic Data.
5. **Co-operation:** GISI and the CITY agree to co-operate with each other on the identification and resolution of any Data concerns identified.

RESTRICTIONS ON USE

6. **Internal Usage:** Subject to the following, both the Atlas and the Civic Data are being provided to each other for internal usage only. For greater clarity, this means the Data can be installed on as many computer systems or devices and can be printed as required for full access by employees, contractors and agents of each party. Unless specifically permitted herein, neither party shall re-sell, forward, publish or otherwise make available the other's Data to third parties.
- a) The Atlas is provided to the CITY for the non-commercial, non-profit access and reference in the course of the discharge of the CITY'S civic duties. For greater clarity, the CITY can use the Atlas to aid, assist and refine the CITY'S Civic Data, excepting the update and refinement of a similar street centreline file.
 - b) The Civic Data is provided to GISI to aid, assist and refine the Road Atlas Product. The CITY hereby authorises GISI to permanently integrate selected features of public access, public interest or public knowledge from the Civic Data into the Atlas. For greater clarity this would exclude nearly every private residential parcel.
7. **Internet Access and Maps for Third Parties:** GISI grants the CITY a license to print maps containing those portions of the Atlas in the CITY's geographical jurisdiction and any areas defined in section 22, and to use the Atlas within the CITY's Internet map system, provided the only Atlas information provided on the maps or internet display is a rasterized rendition (devoid of any database embedding, linking or attachments) of an Atlas feature's geometry, name, and type or classification code. For greater clarity, the remainder of the information can be accessed to answer a query, but the remainder information from the Atlas data cannot be posted or viewed by third parties. For example, the Atlas can be used to Geocode an address, but the Atlas address range data itself cannot be viewed.
8. **Modification and/or conversion to alternate formats:** Either party may convert the Data from the originally delivered format into other formats. Modifying or converting the Data does not affect the copyright therein. Such copyright as well as in any modified or converted versions of the Data remain the property of the Data provider.

9. **Edits and/or Updates:** Either party can modify or update its copy of the other's Data provided that the editing party:
- a) promptly provides a detailed description of the edit(s) and/or provides a copy of the modified version to the Data provider; and;
 - b) hereby assigns such copyright to the Data provider and who shall be the sole owner of any such updates and of the copyright therein.
10. **Atlas Usage Restrictions:**
- a) **Emergency Applications:** Except as provided by some other agreement with GISI, the Atlas shall not be used in connection with any emergency (dispatch) applications or services.
 - b) **Copyright Notice:** All map products or internet displays must include a notice indicating that the Atlas is protected by copyright and identifying GISI as the owner thereof, and any additional notices as may be required related to a third party's rights or warnings.
 - c) **No Reverse Engineering:** The CITY shall not reverse engineer or re-create the Atlas, in whole or in part, by any means, or allow third parties access to the Atlas to do so.
 - d) **Third Party Updates:** The right to use the Atlas does not extend to its use as modified by any updates, unless such updates are either done by the CITY or are supplied directly by GISI, or GISI has specifically authorized a named third party to supply the updates to the CITY under a subsisting agreement between such party and GISI.

WARRANTIES AND DISCLAIMERS

11. **No Warranties:**

- a) No warranty is given by GISI or the CITY that the Data provided or any portion thereof is fit or suitable for any particular or general purpose and no warranty of merchantability is given or implied.
- b) No warranty is given that use of the Data will not infringe any third party rights.
- c) Both GISI and the CITY expressly disclaims any representations and warranties of any kind with respect to their Data provided. Both GISI and the CITY do not represent or warrant that the information contained in their Data is

accurate, complete or current. NEITHER GISI OR THE CITY AND THEIR RESPECTIVE REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES FOR LOSS OF INCOME, PROFIT OR SAVINGS, AND CLAIMS OF THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE DATA PROVIDED.

MISCELLANEOUS

12. **Other Agreements:** This License Agreement replaces any previous “License Agreement” related to the Road Atlas between the CITY and GISI. The restrictions set out herein shall not apply to any uses of the Data which are the subject of a separate agreement between GISI and the CITY, or between GISI and another party authorized by GISI to use the Atlas in providing services to the CITY.

13. **Term:** This Agreement shall have an initial term of three years, after which this Agreement remains in effect until terminated. After the initial term, either party may terminate this Agreement by providing one years notice of Termination Without Cause to the other as per sections 14 and 15.

14. **Termination Without Cause by GISI:** Upon termination without cause by GISI after the initial term as provided in section 13, GISI shall cease integrating the Civic Data into the Atlas and shall remove any remaining Civic Data from GISI's systems. The CITY can continue to use the Atlas already delivered indefinitely, provided the CITY continues to abide by all the terms of this Agreement excepting sections 3a, 4, 5 and 9a

15. **Termination Without Cause by THE CITY:** Upon termination without cause by the CITY after the initial term as provided in section 13, the CITY's Atlas license shall end and the CITY shall cease usage of and shall remove the GISI information from all their systems. GISI can continue to integrate into the Atlas the Civic Data already delivered for one further year after which no further integration will take place and the remaining Civic Data will be removed, provided GISI continues to abide by all the terms of this Agreement excepting section 3b, 5 and 9a.

- 16. Termination With Cause :** Should either party commit a material breach of this Agreement, the other party may at any time provide written notice specifying the event of default and requiring rectification within a period of not less than 60 days. Where the event of default is not remedied within the period set out in the notice, then the notifying party can terminate this Agreement under the same terms as set out sections 14 and 15 as if the defaulting party had Terminated Without Cause. For greater clarity, either party must repeatedly fail to provide to the other party the notifications or updates anticipated by this Agreement, for this form of default to be considered a material breach.
- 17. Dispute Resolution:** Should GISI and the CITY fail to resolve a dispute relating to this agreement, either party may submit the matter to the BC Centre for Commercial Arbitration. The losing party shall pay the costs of the arbitration.
- 18. Assignment and Successors:** Neither the CITY nor GISI shall sell, transfer, assign, or delegate any rights or obligations under this agreement without the prior written consent of the other except as provided herein. Such consent not to be unreasonably withheld.
- 19. Delivery Notice:** Any notice required to be given here under shall be delivered by hand or mailed by prepaid courier to the address on page one of this Agreement or any other address as any party may from time to time designate by notice in writing.
- 20. Waiver:** No provision of this Agreement and no breach by either party of any such provision will be considered to have been waived unless such waiver is in writing by the other party. The written waiver by a party of any breach of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the other party of the same or any other provision of this Agreement.
- 21. Laws:** This agreement will be governed by the laws prevailing in the Province of British Columbia and subject to the invocation of section 17, the courts of British Columbia shall have exclusive jurisdiction over any dispute relating thereto.

22. Additional Areas: The Atlas information covering the following "Additional Areas" will also be provided by GISI. The Additional Areas provided are for the benefit of the CITY so that it may have a larger context as an aid in meeting the CITY'S business functions. The Additional Area information shall not be used by the CITY for the benefit of or on behalf of any third party. The Additional Areas included are:

EXECUTED at Vancouver, British Columbia, this ____ day of _____, 2005.

GIS INNOVATIONS LTD.

Per: Bob Janowicz
Title: President

EXECUTED at _____, British Columbia, this __ day of _____, 2005

THE CITY

Per:

Title: