TRIATHLON MAPPING CORPORATION

NETWORK LICENSE AGREEMENT

VANCOUVER and LOWER MAINLAND ORTHOPHOTO DATA SET (1995)

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

1. Definitions:

In addition to the terms defined elsewhere in this License Agreement, unless the context clearly requires otherwise, the following definitions will apply to the whole License Agreement:

a. License: A grant by Licensor to Licensee of a non-exclusive, non-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 is the intention of the Licensor to update the Orthophoto Data Set every 3 years or thereabouts. Licensor may notify the Licensee that an Update containing new or expanded Orthophoto Data Set information is available and advise Licensee of the current Update Fee. If Licensee elects to purchase the Orthophoto Data Set Update, Licensor will deliver the new Orthophoto Data Set and a revised Schedule A - Product description describing the total licensed data upon payment of the applicable Update Fee(s). Without in any way affecting the Warranties stated in Clause10 - Warranties, should Licensor at its sole discretion issue an Update solely for the purpose of correcting a Data Set error, such Updates will be provided at no additional cost to the Licensee.

4. Proprietary Rights:

Licensee hereby acknowledges and agrees that:
a) The Orthophoto Data Set is a proprietary product owned by Licensor, and protected under International Copyright law;

b) All right, title, and interest in and to the Orthophoto Data Set, including associated intellectual property rights, are and shall remain with Licensor. This License does not convey to the Licensee an interest in or to the Orthophoto Data Set, but only a limited right of use, which is revocable in accordance with the terms of this License Agreement;

d) Licensee shall furnish all the computer systems, tools, operating systems and software applications required to use the Orthophoto Data Set. Provision of such items by the Licensor is expressly excluded;

e) The Orthophoto Data Set comprises unique, original, useful and valuable information, which has been carefully selected, organised, formatted, compiled and updated through the sole expense and effort of the Licensor. As a result of its right under this License Agreement to receive and use the Orthophoto Data Set, Licensee will be spared this expense and effort.

5. Use Of Orthophoto Data Set:

a. The Orthophoto Data Set shall be used by Licensee only for its own internal use. Access to the Orthophoto Data Set will be on a “need to know” basis as required to enable Licensee to make use of the Orthophoto Data Set. Internal use includes providing companies or individuals under contract to Licensee (hereinafter “Contractors”) with a sub-set of the Orthophoto Data Set on a temporary basis for the purposes of performing certain works required by the Licensee. Contractors shall be made aware of and be bound to the terms of this License Agreement and shall, immediately upon completion of the work for which the sub-set of the Orthophoto Data Set was required, return the media on which the Orthophoto Data was provided and erase any Orthophoto Data that may be stored, or have been copied, on any computing device owned, leased or controlled by the Contractor.

b. Licensee may make the Orthophoto Data Set available to third parties, for viewing purposes only, on a computer system under Licensee’s sole control. Licensee may publish for distribution or sale to third parties, hardcopies of the Orthophoto Data Set including derivatives thereof, which may or may not contain additional information added by the Licensee.

6. Prohibitions: Licensee will not:

a) Except as permitted under Clause 5 - Use of Orthophoto Data Set, copy, transmit, distribute, release or otherwise reproduce in whole or in part, the Orthophoto Data Set in digital form;

b) Electronically transmit any portion of the Orthophoto Data Set to any other computer or computers not a part of, or controlled by, the Licensee's organisation;

c) Obscure, alter, remove or erase any copyright, trademark or proprietary rights notices;
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 prevent the Licensee from continuing with its breach of any term or condition of the License Agreement and may also seek as compensation, damages including any damages deemed to be of an indirect or consequential nature arising out of or related to the breach including attorney fees and the loss of anticipatory profits.

b) No delay or omission by Licensor to exercise any right or remedy upon any breach by Licensee with respect to any of the terms of this License Agreement shall impair any such right or remedy or be construed to be a waiver thereof. A waiver by Licensor of any of its rights or remedies hereunder shall not be
construed to be a waiver of any succeeding breach by Licensee of any provisions contained herein.

10. **WARRANTIES:**

LICENSOR WARRANTS THAT IT WILL USE REASONABLE EFFORTS TO CORRECT DEFECTS IN THE MATERIALS ON WHICH THE DATA IS PROVIDED, UPON THESE COMING TO ITS ATTENTION. LICENSEE SHALL HAVE UNDERTAKEN DUE DILIGENCE AND ACCEPT SOLE RESPONSIBILITY FOR DETERMINING THAT THE ORTHOPHOTO DATA SET IS SUITABLE FOR ITS PURPOSES AND USE, AND LICENSEE DOES NOT IN ANY WAY RELY ON LICENSOR FOR ANY SUCH EXAMINATIONS AND DETERMINATIONS. LICENSEE ACKNOWLEDGES AND AGREES THAT THE USE OF THE ORTHOPHOTO DATA SET IS AT ITS SOLE RISK. EXCEPT AS EXPRESSLY STATED HEREIN, AND EXCEPT FOR LICENSOR'S OBLIGATION TO DELIVER THE ORTHOPHOTO DATA SET IN CONFORMITY WITH THE DESCRIPTION IN SCHEDULE A - PRODUCT DESCRIPTION, THE ORTHOPHOTO DATA SET IS LICENSED "AS IS," AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PURPOSE, OR, WITH RESPECT TO THE CHARACTER, FUNCTION, OR CAPABILITIES OF THE ORTHOPHOTO DATA SET, THEIR APPROPRIATENESS FOR LICENSEE'S PURPOSES. LICENSOR SPECIFICALLY MAKES NO WARRANTY THAT THE DATA CONTAINED IN THE ORTHOPHOTO DATA SET WILL ALLOW UNINTERRUPTED USE OR BE ERROR FREE OR THAT DEFECTS IN THE DATA CAN OR WILL BE CORRECTED. LICENSOR FURTHER MAKES NO WARRANTY REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE ORTHOPHOTO DATA SET IN TERMS OF THEIR CORRECTNESS, ACCURACY, AND RELIABILITY OR OTHERWISE. LICENSOR USES VIRUS PROTECTION SOFTWARE AND HAS POLICIES TO HELP PREVENT THE SPREAD OF COMPUTER VIRUSES. HOWEVER, LICENSOR SPECIFICALLY MAKES NO WARRANTY, AND ACCEPTS NO LIABILITY, FOR THE SPREAD OF COMPUTER VIRUSES VIA THE ORTHOPHOTO DATA SET OR THE MEDIA ON WHICH THEY ARE DISTRIBUTED.

11. **LIMITATION OF LIABILITY:**

PROVIDED THAT LICENSOR MEETS ITS OBLIGATIONS UNDER THIS LICENSE AGREEMENT, NEITHER LICENSOR NOR ANY OF ITS EMPLOYEES, REPRESENTATIVES, OR AGENTS (COLLECTIVELY REFERRED TO AS THE "LICENSOR'S ASSOCIATES") WILL BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COSTS OR DAMAGES ASSOCIATED WITH LOSS OF USE OF THE DATA CONTAINED IN THE ORTHOPHOTO DATA SET OR OF ANY OTHER RESOURCES, LOSS OF BUSINESS OR PROFITS, ANY LOSS OF DATA, OR ANY THIRD PARTY CLAIMS ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT, THE ORTHOPHOTO DATA SET, OR ANY OTHER INFORMATION, MATERIAL OR SERVICES PROVIDED BY LICENSOR TO LICENSEE UNDER THIS LICENSE AGREEMENT EVEN IF THE CLAIM IS BASED ON THE NEGLIGENCE OF LICENSOR OR LICENSOR'S ASSOCIATES OR IF LICENSOR OR ITS ASSOCIATES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF LICENSOR AND THE LICENSOR'S ASSOCIATES UNDER THIS LICENSE AGREEMENT OR OTHERWISE WITH RESPECT TO THE ORTHOPHOTO DATA Set FOR ANY REASON INCLUDING NEGLIGENCE, WILL BE LIMITED TO THE LESSER OF THE ACTUAL AMOUNT OF LOSS OR DAMAGE SUFFERED BY THE CLAIMANT OR THE TOTAL AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THIS LICENSE AGREEMENT.

12. **Indemnity:**

Licensee will indemnify and save harmless Licensor and Licensor's Associates from and against all damages, losses, costs and expenses (including actual legal fees and disbursements), fines and liabilities incurred by or awarded, asserted or claimed against Licensor in connection with Licensee's activities under this License Agreement or in connection with Licensee's breach of this License Agreement, or in connection with Licensee's specific application or use of the Orthophoto Data Set, including claims brought by any person
13. **Indemnification for Patent/Copyright Infringement:**

If there be brought against Licensee any cause, action, suit, proceeding or claim based upon actual or alleged infringement of Canadian or foreign letters patent, copyright, trade secret, or trademark, or proprietary rights of others resulting from sale or use of Orthophoto Data Set, Licensor shall at all times defend, indemnify and save harmless Licensee from and against all damages, costs and expenses, including attorneys’ fees and costs, Licensee may sustain, pay, or incur as a result thereof, provided that Licensee shall not agree to a settlement of a claim without the agreement of the Licensor. Licensee will provide Licensor with timely written notice of any such claim, and will co-operate fully with Licensor in furtherance of Licensor's obligations herein. Licensor shall have the right, at its discretion, to conduct the defence of the claim. Licensor's obligations herein shall not apply to Licensee produced derivatives of the Orthophoto Data Set.

14. **Notices:**

All notices must be in writing and delivered personally or by facsimile transmission to the address or fax number provided by Licensee at the time of purchase of this License or, if Licensee has subsequently notified Licensor in writing of a change in fax number or address, at such fax number or address. Notices delivered personally are given when received. Notices delivered by facsimile transmission are given at the location of receipt on the business day immediately following the date of transmission.

15. **No Assignment:**

The rights conferred under this License Agreement are personal to the Licensee. Licensee may not assign, pledge, lend, rent, lease, or share its rights under this License with any person or organization. Licensor may assign this License Agreement to a parent company or affiliated company of such parent or to a third party as part of the sale or merger of substantially all of Licensor, parent or affiliated company.

16. **Severability:**

Licensor retains all rights not specifically granted herein. If any provision of this License Agreement is declared invalid, void, illegal or unenforceable by any court of competent jurisdiction, all remaining provisions shall nevertheless remain in effect.

17. **Governing Law:**

This License Agreement shall be interpreted in accordance with and be governed by the laws of Canada and the Province of British Columbia. The courts of British Columbia shall have non-exclusive jurisdiction to entertain any action or proceeding brought by the parties in connection with this License Agreement or any alleged breach of this License Agreement. The parties each agree irrevocably to abide by the decision of such courts.

18. **Public Disclosure Laws:**

In the event Licensee is a Government department, agency or other entity, the Licensee hereby agrees not to disclose any of the Orthophoto Data Set in digital form to the public or any third party under any existing or future public disclosure law, except as permitted hereunder, without first providing a minimum of ten (10) business days prior written notice to Licensor giving details of the persons or entities making such
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.

(c) Copyright Triathlon Mapping Corporation 1999. All rights reserved.