

## **End User LiDAR Data License Agreement**

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By downloading, installing or using **Airborne Imaging** supplied LiDAR, you acknowledge that you have read this agreement and agree to be bound by its terms and conditions.

Whereas **Airborne Imaging, a Clean Harbors Company** has collected and processed certain data, known as LiDAR data, and is the **Owner** of said data, and you as **Licensee (Customer)** is desirous of using said data for purposes to be determined solely by Licensee, in consideration of the mutual covenants contained herein, **Airborne Imaging** hereby grants to the Licensee a non-exclusive, non-transferable, royalty free license, subject to the following terms and conditions:

1. For the purpose of this license agreement, the word "Data" with respect to each LiDAR data shall have the following meaning:
  - a. point derived data from the LiDAR survey, which data describes the location and height of the ground or of vegetation or other structures above the ground, in a digital format;
  - b. graphic files derived from the point data, showing the area in a shaded form, in a digital format
2. Licensee recognizes that **Airborne Imaging** does not guarantee the accuracy or quality of the Data for a particular purpose and Licensee shall use the Data at its own risk. Owner shall not be liable to the Licensee for any loss or damage arising from the use of the Data whether arising from any defects, inaccuracies or incompleteness regardless of the reason or cause of any such defects, inaccuracies or incompleteness.
3. Licensee understands and agrees that **Airborne Imaging** has and retains ownership rights in the data and Owner shall continue to have the exclusive right to license, sell, trade, loan and use the Data for any purpose.
4. No part of the LiDAR or products derived there from, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. In the event the Licensee is purchasing the LiDAR data as a sub-contractor to a Final End User Licensee, the Licensee must make the final end user aware the data is licensed from Airborne Imaging and agree to the terms of this agreement. In this type of arrangement, it is the obligation of the Licensee to insure a copy of this agreement is delivered to their end client (end user licensee).
5. Licensee agrees that the Data and copies shall be for its own internal use and it will not sell, trade, and otherwise make available to any third parties any of the Data received by it under this agreement without the written consent of **Airborne Imaging**. This prohibition shall not preclude the Licensee from giving the Data to its parent or any subsidiary, a subsidiary of its parent company, any contractors or sub-contractors working for the Licensee in the area covered by the Data, providing such parent, subsidiary, contractor, or sub-contractor agrees to abide by the terms of this agreement.
6. Licensee agrees that if or when any additional partners desire to share the Data, it will require consent from **Airborne Imaging**, and an additional license fee for each partner will be charged by Owner, to be paid by each additional partner, and the use of the data by each additional partner shall be subject to the terms set out in this License Agreement.
7. If required by applicable Laws, Licensee may disclose the Data to appropriate governmental agencies having jurisdiction, provided that Owner consents in writing prior to the disclosure, which consent shall not be unreasonably withheld, and provided further that Licensee promptly informs Owner in writing of full details of each request for the Data, to whom the disclosure is to be made and the reason for such disclosure.
8. This Agreement is the complete and exclusive statement of the understanding between the Licensee and Airborne Imaging with respect to the LiDAR data and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Airborne Imaging, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Licensee. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.
9. It is THE LICENSEE'S RESPONSIBILITY to ensure that its use of the LiDAR data complies with these terms and to seek prior written permission from Airborne Imaging for any uses not expressly permitted or not specified in this Agreement.