
FIRST BASE SOLUTIONS INC.

WEB SERVICES

MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT defines the terms of the services between:

1. FIRST BASE SOLUTIONS INC, hereinafter referred to as the "Licensor", and
2. the end-user(s), hereinafter referred to as the "Licensee(s)".

IMPORTANT - PLEASE READ CAREFULLY:

THIS MASTER SUBSCRIPTION AGREEMENT, HEREINAFTER REFERRED TO AS THE "AGREEMENT", SHALL GOVERN THE PURCHASE AND ONGOING USE OF THE SERVICES, AND ALSO THE FREE TRIAL PERIOD OF THE SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX, LABELED "I AGREE", INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT OR AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. DEFINITION OF THE SERVICES:

- A Web Map Service (WMS), is a standard protocol for dynamically serving map data over the Internet that is generated by a map server from a GIS database. The Licensor is providing the Service to enable remote access to the data, hereinafter referred to as the "Information", contained within the Licensor's GIS Database, such that the Licensee is able to stream a selected view of the Information directly into their internal software applications that supports the WMS protocol.
- A Web Map Tile Service (WMTS) & Tile Map Service (TMS) are web-based protocols for serving static pre-rendered map data over the Internet. These static images are in a tile format, typically 256 x 256 pixels, but the size can vary depending on the client application.
- Together these specifications are hereinafter referred to as the "Services".

The Licensor will provide the Licensee with a unique URL that can be used by any member of the Licensee's staff to access the Services.

2 RIGHTS:

This Licence Agreement gives the Licensee certain limited rights to use the Services and any technical information also provided. All rights not specifically granted in this Agreement are the property of the the Licensor. The Licensor warrants that it owns or has the right to distribute the Information in accordance with this Agreement and that it has the authority to enter into this Agreement and to grant to the Licensee the rights granted herein.

2.1 THE LICENSEE MAY:

- a) access the Information maintained by the Licensor and only access the Information utilizing the Services provided by the Licensor, subject to the terms and conditions set forth herein,
- b) access the Information utilizing the Licensee's internal software applications that have WMS request capabilities in order to view the data or create derivative products,
- c) export a view of the Information in the form of a hard-copy print up to a maximum of 11" x 17" that combines the Licensee's data as a deliverable to the Licensee's end client,
- d) export a non-georeferenced view of the Information that combines the Licensee's data as a digital deliverable to the Licensee's end client (for example, JPG, PDF, PNG, TIF etc),
- e) export a view of the information for internal use and distribute in hard copy or electronic format to its internal users and for project reports, proposals and estimation purposes.

2.2 THE LICENSEE MAY NOT:

- a) provide access to the Services through distribution of the assigned URL or the Information to any third party, including but not limited to: Partners, Contractors/Sub-Contractors, Consultants, Clients etc.),
- b) develop an automated batch process to access the Services or create a database of the Information, available through the Services,
- c) modify, de-compile, disassemble or otherwise reverse engineer the Services, or the Information contained therein, in any way,
- d) add a geo-referenced coordinate system to a digital file format (including but not limited to JPG, TIF, PNG, etc.),
- e) export multiple views of the Information for the purpose of creating a high-resolution mosaic,
- f) distribute, resell, transfer or convey all or any portion of the Services, or the Information contained therein, except as expressly permitted herein. Without limiting the generality of the foregoing, you agree that you will not make any portion of the Services or the Information contained therein accessible by means of the Internet except as expressly permitted herein.

3 TRIAL PERIOD:

At the Licensor's sole discretion, the Licensor may grant the Licensee a restricted and temporary Trial License, allowing the Licensee to evaluate the Services prior to purchasing a full license. This Trial License will be granted under the terms of this Agreement and will continue free of charge until the earlier of;

- a) the termination of the agreed temporary trial period or
- b) the commencement of purchase of Services by the Licensee

4 FEES AND PAYMENT:

4.1 USAGE FEES:

The Licensee shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in writing by the Licensor in the form of a quote, proposal, or any other authorizing document:

- a. fees are quoted and payable in Canadian dollars,
- b. fees will be based on a bandwidth limit, and
- c. payment obligations are non-cancelable and fees paid are non-refundable.

4.2 OVERAGE:

In any given month during the subscription term, the Licensee may exceed the agreed monthly bandwidth limit. In such cases, the subscription will continue. At the end of the month, the overage charge will be calculated based on the Bandwidth Overage Rate, defined in Schedule A, and the total overage. At no time will the subscription be suspended or deactivated due to overuse.

4.3 PAYMENT:

The Licensee will provide the Licensor with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to the Licensor. If the Licensee provides credit card information to Licensor, the Licensee authorizes the Licensor to charge such credit for all Services listed in the Order Form or authorizing document for the initial subscription term and any renewal subscription term(s) as set forth in Section 7 (Term, Renewal, and Termination). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form or authorizing document. If the Order Form specifies that payment will be by a method other than a credit card, the Licensor will invoice the Licensee in advance and otherwise in accordance with the relevant Order Form or authorizing document. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date.

5 OWNERSHIP AND GRANT OF LICENSE:

The Licensor retains exclusive ownership of the Services and the Information contained therein, and grants the Licensee a non-exclusive non-transferable license to use the Services, subject to the terms of this Agreement. The Licensee agrees to use all reasonable efforts to protect the Services from unauthorized use, distribution or publication.

6 COPYRIGHT:

The Licensor and its third party suppliers retain and own all right, title and interest in and to the Information created by, originating from and delivered by the Licensor through this Services. The underlying rights to the Information and the

Services belong to the Licensor and its third party suppliers and are protected by copyright. Any data received using the Services is for internal use only, and may not be redistributed, except as permitted by this Agreement.

7 TERM, RENEWAL, AND TERMINATION:

Term of Agreement. This Agreement shall commence on the Subscription Start Date and will continue until three years after the expiration of the subscription.. If the Licensor and Licensee agree to a free trial, but the Licensee does not choose to purchase with the Services, the Agreement will continue until three years after the expiration of the trial period..

Term of Subscription. The subscription purchased by the Licensee shall begin on the Subscription Start Date and shall continue for a period of one year.

Renewal. Unless either the Licensor or the Licensee provide a written notice of non-renewal at least 30 days prior to the end of the purchased subscription term, the subscription will automatically renew for a term equal to the expiring term. The yearly price will be equal to the price of the expiring subscription unless the Licensor provides written notice of pricing changes at least 30 days prior to the end of the expiring subscription, in which case the pricing increase shall be effective upon renewal and thereafter.

Termination by the Licensor. The Services may be terminated by the Licensor without notice to the Licensee if, at the Licensor's sole discretion, the Licensee fails to comply with the terms set forth within this Agreement.

Termination by the Licensee. The Licensee may terminate the Services with 30 days advance notice to the Licensor prior to the end of the Subscription.

Suspension. The Licensor may suspend access by the Licensee to the Services without notice, for non-payment of fees.

8 WARRANTY:

The Licensor warrants that it owns or has the right to distribute the Information in accordance with this Agreement and that it has the authority to enter into this Agreement and to grant to the Licensee the rights granted herein.

THE INFORMATION AND ASSOCIATED WRITTEN MATERIALS IN CONNECTION THEREWITH ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES STATUTORY OR OTHERWISE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE INFORMATION IS WITH THE LICENSEE. THE LICENSOR DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION THAT THE INFORMATION WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE INFORMATION WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN ADVICE GIVEN BY THE LICENSOR OR ITS DEALERS, DISTRIBUTORS, AGENTS, OFFICERS OR EMPLOYEES CREATES A WARRANTY OR IN ANY WAY INCREASES THE LICENSOR'S LIABILITY AND, THE LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LICENCE FEES ACTUALLY PAID BY THE LICENSEE IN THE SIX MONTHS PRECEDING THE DATE OF ANY CLAIM.

9 APPLICABLE LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

10 INDEMNITY:

To the maximum extent permitted by applicable law, you will defend, indemnify and hold the Licensor, its affiliates and related companies, and any of their respective directors, officers, employees, consultants and agents, harmless from and against all claims, liability, and expenses, including all legal fees and costs, arising out of (i) the Licensee's breach of any provision of this Agreement, or (ii) the Licensee's use of the Services and the Information contained on the Services

The Licensor reserves the right, in its sole discretion and at its own expense, to assume the exclusive defence and control of any action, claim or matter otherwise subject to indemnification by the Licensee. The Licensee will co-operate as fully as reasonably required in the defence of any claim.

11 FORCE MAJEURE:

Notwithstanding anything in this agreement, neither party shall be liable for any failure or delay in performing its obligations under this Agreement, due to causes outside its reasonable control, provided that a party claiming the benefit of this section shall use its best efforts to eliminate the cause or causes beyond its control including, without limitation, obtaining materials from other sources or using services of other suppliers. Events of *force majeure* shall include, without limitation, failure or malfunction of computer equipment or software, interruption in telecommunication services, accidents, acts of God, strikes or other labour disputes.

12 SERVICE AVAILABILITY AND SUPPORT:

Normally the Services will be available 24 hours a day, 7 days a week, however the service support will only be available during Prime Time hours. Prime Time shall be defined as between the hours of 8 a.m. to 5 p.m. from Monday to Friday, Eastern Standard Time, except for the Licensor's observed statutory holidays. The Services shall be available not less than 95% in Prime Time averaged over the period of one year. Availability in Prime Time shall mean:

((Hours during Prime Time in a year)-(Hours during Prime Time of outage))

(Hours during Prime Time in a year less Excusable Downtime).

For the purpose of calculating Availability, any downtime related to the following shall be excluded: (i) such reasonable time as is deemed necessary by the Licensor for system maintenance activities; (ii) any Force Majeure Event; (iii) any problems experienced by the Licensor associated with telecom or network services of any Internet Services Provider or telecommunications carrier used by the Licensor, including any problems with the Internet, the Public Switched Telephone Network or any other external telecommunications or data communications network; and (iv) problems caused by third party suppliers outside the Licensor's control (collectively, "Excusable Downtime").

13 SUPPORT CONTACT:

End-user support will be available through the following email:

wms-support@firstbasesolutions.com