

DMTI SPATIAL INC.
End User License Agreement

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5. **END USER Indemnify DMTI, Third Party Suppliers & Canada Post.** END USER shall and does hereby agree to indemnify and hold DMTI, DMTI's Third Party Suppliers and Canada Post harmless from any claim, demand or action alleging loss or damages resulting from the END USER's use, improper modification or improper alteration of the LICENSED PRODUCT(S) and related materials that is contrary to the terms of this Agreement, including any action alleging that any improper modifications made by the END USER that are contrary to the terms of this Agreement infringe any Third Party rights, including Canada Post, respecting copyright, trade secret, patent or other Intellectual Property rights.

6. **Limitation of Liability.** In no event shall DMTI, DMTI's Third Party Suppliers or Canada Post be liable to the END USER for any damages, direct or indirect, including any lost profits, lost savings, interruption of business, loss of business opportunities or other incidental or consequential damages arising out of the END USER's use or inability to use the LICENSED PRODUCT(S), even if the END USER has been advised of the possibility of the damages.

7. **DISCLAIMER. THE LICENSED PRODUCT(S) 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 LICENSED PRODUCT(S) IS WITH THE END USER. DMTI DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION THAT THE LICENSED PRODUCT(S) WILL MEET END USER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN ADVICE GIVEN BY DMTI, DMTI'S AGENTS OR EMPLOYEES CREATES A WARRANTY OR IN ANY WAY INCREASES DMTI'S LIABILITY AND THE END USER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.**

8. **No Waiver.** No statement or recommendation made or assistance given by DMTI or by DMTI's representative or employees, shall constitute a waiver by DMTI of any of the provisions herein.

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Schedule "A" – Canada Post Corporation "Minimum Protective Terms"

1. The recipient (the "**Recipient**") acknowledges that the DMTI Materials include data acquired by DMTI from Canada Post Corporation (the "**Canada Post Data**"). The Recipient acknowledges that Canada Post Corporation is owner of the Copyright in the Canada Post Data. With respect to the Canada Post Data included in the DMTI Materials, DMTI has been granted rights to use and copy the Canada Post Data for the purposes of creating DMTI Materials, provided that the Canada Post Data is not extractible from the DMTI Materials. The Recipient may not extract or attempt to extract Canada Post Data from the DMTI Materials. The Recipient is not authorized to use or distribute the Canada Post Data for any purpose other than as a component of the DMTI Materials.

2. (a). The Recipient acknowledges and agrees that if it develops any product that uses data originally sourced from Canada Post Data, which is intended to be used for:

- (i) validating or correcting address data for the purpose of producing a statement of accuracy,
- (ii) presorting addressed mail, or
- (iii) preparing unaddressed mail by householder count for delivery,

the Recipient has no right to use or distribute such a product or to offer any services in relation to such a product unless the Recipient has a then current right to do so under a software evaluation and recognition program agreement with Canada Post Corporation or, in the case of the use in item (iii), unless the Recipient notifies the user of the product in writing that the user must use householder count data that meets Canada Post Corporation's requirements for currency at the time the unaddressed mail is deposited with Canada Post Corporation for delivery.

(b) The Recipient agrees that it will include provisions in its license agreements for products using any Canada Post Data or data originally sourced from Canada Post Data to the effect of section 2(a) but with the necessary changes to make the provision applicable to the party receiving the data.

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"This [Insert appropriate reference to medium, i.e. diskette, tape, etc.] contains Postal Code^{OM} Data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated [Insert date]."

"[Indiquez le support approprié, c'est-à-dire <>, <>, etc.] contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du [Insérez la date]."

4. The Recipient agrees:

- (a) not to distribute any product containing Canada Post Data or data originally sourced from Canada Post Data until the Recipient has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; and
- (b) not to allow public access through the internet to a stand-alone Postal Code^{OM} look-up tool whose purpose is to retrieve the postal code associated with a given address.

5. The Recipient acknowledges that the DMTI Materials and the Canada Post Data contained therein is licensed to the Recipient on an "as is" basis without warranty of any kind, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

6. Canada Post Corporation shall not be liable loss or damage, whether direct or indirect, which may result from the Recipient's use or possession of the Canada Post Data, even if Canada Post Corporation knew of the possibility of such damages.

7. The Recipient shall indemnify and save harmless Canada Post Corporation and its respective officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the Recipient's possession or use of the Canada Post Data.

Postal Code^{OM}, Canada Post Corporation.