

ADDITIONAL TERMS AND CONDITIONS

1. **Entire Agreement** - This Agreement, consisting of AGSI's quotation and these Additional Terms and Conditions, (collectively, this "**Agreement**") constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all purchase orders, understandings, negotiations and discussions, whether oral or written, between the parties in connection herewith. This Agreement shall not be expanded or supplemented by a course of dealing, usage of trade, or course of performance, and shall prevail and take precedence over the provisions contained in any other correspondence, quotation, shipping Agreement, purchase order or other instrument. No terms and conditions which are inconsistent with or in addition to the provisions of this Agreement shall be binding on AGSI, unless they have been specifically reviewed and accepted in writing by AGSI. Any failure of AGSI to object to any inconsistent or additional terms and conditions shall not be construed as a waiver, nor as an acceptance, of any other terms and conditions.
2. **Acceptance by you.** You shall be deemed to accept this Agreement upon the earlier of: (a) delivery to AGSI of your written acceptance of AGSI's quotation; or (b) acceptance by you of all or any part of the Products delivered by, or on behalf of, AGSI pursuant to any purchase order or this Agreement. As used in this Agreement, the term "**Products**" means those geographic databases and portions or compilations thereof data extracted from AGSI's Location Warehouse database, including without limitation, place names, postal codes, municipal addresses, and phone directory records, road networks, all as more particularly described on AGSI's quotation.
3. **Right to Use Products** - Your acceptance of this Agreement entitles you to a perpetual, limited, revocable license to use the Products in accordance with the terms and conditions contained in this Agreement. You may load and run one (1) copy only of the Products onto a single server or computing device, and may make one (1) copy of the Products for backup or archival purposes. You further understand and agree that the Products and all copyright, trade-mark, trade name, trade secret, database, and all other intellectual property rights in or associated with the Products are owned by and shall remain the exclusive property of AGSI or its licensors. No right, title or interest in the Products shall be transferred to or be licensed to you hereunder, by implication, estoppel or otherwise, other than as expressly stated herein. Your right to use the Products shall expire upon the termination of this Agreement.
4. **Rights to Output.** AGSI agrees that any output in the form of a word processor tabular representation or report generated by you and into which the Products may be incorporated in compliance with the terms of this Agreement, regardless of the form or medium in which the same may be created, presented or stored ("**Output**"), shall be owned by you. Any Output shall include the following copyright attribution notice acknowledging AGSI's and its licensors' proprietary rights: "This Agreement includes intellectual property of AGSI and its licensors which are protected by Canadian and international laws, treaties and conventions regarding intellectual property and proprietary rights including trade secrets. "Copyright © [insert year] AGSI and its licensors. All rights reserved."
5. **Rights to Enhancements.** You understand and agree that any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Products shall be and remain the property of AGSI. This **Section 5** shall survive the termination of this Agreement.
6. **Limitations and Restrictions on Use** - The following limitations and restrictions shall apply in respect of your use of the Products:
 - a. The Products and their content have been obtained from sources considered by AGSI to be reliable, but the accuracy and completeness thereof is not guaranteed. It is your responsibility to evaluate the accuracy, completeness and usefulness of the Products and their content, and you acknowledge that you are responsible for the entire risk with respect to the quality and performance of the Products and that you shall at all times bear all risk in connection with your use of the Products.
 - b. The Products may contain technical and typographic errors and other errors and you acknowledge that neither AGSI nor its third party licensors, suppliers or agents shall assume any liability for errors or omissions with respect to the Products, regardless of the cause or the source of such errors or omissions.
 - c. Except as explicitly provided for herein, you shall ensure at all times that you, and that your employees, consultants, contractors and agents, do not reproduce, transfer, publish, assign, distribute, disseminate, sublicense, sell, loan, rent, or otherwise make the Products licensed hereunder, or any derivation, revision, or combination thereof, available to any third party.
 - d. You, and that your employees, consultants, contractors and agents, shall not use the Products licensed hereunder, or any Output, or any derivation, revision, or combination of them with other AGSI or third party products, for the operation of a service bureau or similar business.
 - e. This Agreement provides you with those limited licensed rights described herein, and is not a sale and does not convey to you any rights of ownership in or related to the Products or any intellectual property rights of any nature whatsoever other than as expressly stated herein.



- f. You acknowledge that the Products were compiled, prepared, revised, selected and arranged by AGSI and/or third party licensors, agents and suppliers, and constitute valuable intellectual property and trade secrets of AGSI or its third party licensors, agents and suppliers, or both.
- g. You agree to take reasonable precautions to avoid unauthorized access to and use and distribution of the Products. You agree to protect the copyright and any other proprietary rights of AGSI in the Products and the Output during and after the term hereof, and shall ensure that all users do the same. You shall comply with all reasonable requests made by AGSI or its third party licensors, agents and suppliers, or both, to protect the rights of AGSI or its third party licensors, suppliers and agents, or both, in and to the Products and the Output.
- 7. Delivery of the Products** - AGSI will deliver the Products to you within thirty (30) days of the date on which it receives written notification from you of your decision to accept delivery of the Products by (i) email or (ii) download from an AGSI FTP address. In the event that you decide to accept delivery of the Products pursuant to subsection 7(i), you shall be deemed to have accepted delivery of the Products on the date on which AGSI emails the Products to you. In the event that you decide to accept delivery of the Products pursuant to subsection 7(ii), you shall be deemed to have accepted delivery of the Products on the date on which AGSI provides you with an email with the FTP address from which you may download the Products. AGSI shall not be liable for any delay in performance due to acts of God, war, riot, acts of terrorism, embargoes, acts of civil war or military authorities, fires, floods, earthquakes, earth movements, accidents, strikes, labour unrest, delays in transportation, shortage or interruption in fuel, electricity, labour or materials, or any circumstance or cause beyond the control of AGSI.
- 8. Fees and Expenses** - All fees and expenses stated on the AGSI quotation shall be valid for the period set out therein. All taxes, duties and other governmental or administrative charges and levies of any kind whatsoever resulting from or otherwise arising out of this Agreement, including, but not limited to, property, sales, use, value-added, withholding or other taxes which may be payable or collectable at the date hereof or in the future by AGSI shall be your responsibility and shall be in addition to all fees and expenses provided for herein.
- 9. Payment Terms** - You shall pay AGSI for the Products no later than thirty (30) days after the date of any invoice delivered by AGSI to you. Interest shall be charged on overdue accounts and will be calculated at 2% per month, or 26.82% per annum. In addition to any interest charges applicable hereunder, NSF cheques shall be subject to a \$100.00 administrative fee.
- 10. Your Remedies** - If the Products furnished to you are defective and you have notified AGSI within ten (10) days of receipt of the Products that they are defective, then AGSI will replace such nonconforming Products. Your exclusive and sole remedy in respect of the Products that are defective shall be to secure the replacement of such defective Products only. You agree not to return or reject Products for any reason unless you provide detailed written reasons for your return or rejection of the same.
- 11. AGSI's Right of Possession** - In the event that you default in the due performance of or compliance with any of the terms or conditions hereof, or a proceeding in bankruptcy, assignment for benefit of creditors, insolvency, receivership or reorganization be instituted by or against you or your property or business, or your property is liquidated, AGSI may, at its option and in addition to all other rights it may possess hereunder or at law, terminate this Agreement forthwith upon delivery of written notice to you, and AGSI shall be relieved from that date of all obligations hereunder. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to AGSI because of any default of yours.
- 12. Limited Warranty** - AGSI represents and warrants that the Products furnished hereunder have been compiled and assembled using reasonable care and attention consistent with generally applicable information technology industry standards. AGSI's representations and warranties shall be void if you are in breach of any material terms and conditions contained in this Agreement. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. This warranty gives you specific legal rights. You may have other rights which vary depending on the jurisdiction in which you may be.
- 13. Limitations.** Except as expressly provided in this Agreement, the Products are not guaranteed and are provided "AS IS", and AGSI gives no representations, warranties or conditions of any kind, express or implied, including without limitation representations, warranties or conditions that the Products are error free, non-infringing of any third party's intellectual property rights, or any other representations, warranties, or conditions as to merchantability, quality or fitness for a particular purpose and those arising by statute or otherwise, or from a course of dealing or usage of trade. In no event will AGSI, its directors, officers, employees, agents, contractors or affiliates, be liable for any claim for: (a) punitive, exemplary, or aggravated damages; (b) damages for loss of profits or revenue, failure to realize expected savings, loss of use or lack of availability of customer materials or facilities, including its computer resources, software and any stored data; (c) indirect, consequential or special damages; (d) contribution, indemnity or set-off in respect of any claims against you; (e) any damages whatsoever relating to third-party products, any of your materials, or any goods or services not developed or provided by AGSI; or (f) any damages whatsoever relating to your use or inability to use the Products, any

content obtained from or through the Products, including the Output, the quality or reliability of any information or other data obtained by your use of the Products, or that the Products will meet your expectations or requirements. AGSI cannot guarantee any specific result or outcome, nor that any unintended result or outcome may or may not arise, as a result of your use of or reliance on the Products, any Output, or any conclusions formed or reports generated by you using either of them. **AGSI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL AUTHORITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER AGSI HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. AGSI'S ENTIRE LIABILITY AND YOUR SOLE REMEDY FOR ANY AND ALL DAMAGES WITH RESPECT TO ANY PRODUCTS ACQUIRED BY YOU FROM AGSI SHALL BE LIMITED TO DIRECT DAMAGES SUFFERED BY YOU WHICH SHALL NOT, IN ANY EVENT, EXCEED THE LIMITATION SPECIFIED IN THIS SECTION 13.**

Without limiting the foregoing, AGSI's, its directors', officers', employees', agents', contractors' and affiliates' maximum total liability for any claim whatsoever, including without limitation claims for breach of contract, tort (including, without limitation, negligence) or otherwise, and your sole remedy, will be an award for direct, provable damages not to exceed \$1000.00. No claim, action or proceeding against AGSI may be commenced more than one (1) year after the event giving rise to any such claim, action or proceeding. This **Section 13** shall survive the termination of this Agreement.

14. Confidential Information - You acknowledge that all non-public information of AGSI, its licensors and its agents, including without limitation the presentation and representation of the data contained in the Products, the fees charged to you hereunder and the contents of this Agreement (whether disclosed orally or in writing, before or after the date first written above), are the trade secrets, confidential information and proprietary information of AGSI and/or its licensors and agents (collectively referred to as "**Confidential Information**"). You agree that you will not use the Confidential Information for any purpose other than as explicitly provided hereunder. You shall take all necessary efforts to protect and safeguard such Confidential Information and keep it confidential, and in any event you shall use no less effort to keep the Confidential Information confidential than you use to protect your own confidential information. You may disclose the Confidential Information to your employees, consultants and contractors with a need to know in connection with your permitted use of the Confidential Information hereunder. Except as described in this Agreement, you shall not use, duplicate, disclose or distribute any Confidential Information, directly or indirectly, to any unauthorized person without the prior written consent of AGSI. This **Section 14** shall survive the termination of this Agreement.

15. Cancellation and Termination - You agree that upon your acceptance of this Agreement in accordance with Section 2 hereof, in no event shall you be entitled to cancel this Agreement except by prior written consent of AGSI. AGSI may terminate this Agreement and your rights under it if you commit a material breach of any term, condition or provision of this Agreement. In such a case, your right to use the Products shall cease immediately upon delivery by AGSI of its written termination notice to you, and you shall forthwith, at AGSI's option: (i) either destroy or uninstall and return to AGSI all Products and all copies thereof; and, (ii) deliver on demand a certificate of an officer of yours certifying that all Products and all copies thereof have been so destroyed or uninstalled and returned to AGSI.

16. Non-waiver by AGSI - Waiver by AGSI of any default or breach of any of the terms and conditions or performance of this contract shall not be construed as a waiver of any other default or breach.

17. Governing Law and Attornment - The Agreements shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to conflict of laws principles. You and AGSI agree to attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, Canada.

18. Severability - The invalidity in whole or in part of any provision of the Agreements shall not affect the validity of any other provision.

19. Language - The parties hereby acknowledge to have specifically requested that this Agreement and all related Agreements and notices be drawn up in the English language. Les parties aux présentes déclarent qu'elles ont exigé que cette convention et tous les Agreements et avis qui s'y rattachent soient rédigés en langue anglaise.

20. Notices - Any notices required to be given shall be in writing and sent by registered mail, facsimile, email or courier addressed to the each party at the address set out in the AGSI quotation.

21. Headings - The headings used herein are for reference purposes only and shall not affect the meaning or interpretation hereof.