



DATA AGREEMENT

USER INFORMATION			
ORGANIZATION (THE "USER"):		ADDRESS:	
CONTACT NAME:		TELEPHONE:	
E-MAIL:		FAX:	

This agreement (the "Agreement") between User and the Integrated Cadastral Information Society ("ICIS") is comprised of the following attachments:

1. General Terms and Conditions
2. Fee Schedule
3. Authorized Data

This Agreement also includes any of the following addenda which are selected below and which are attached hereto:

- Data Sharing Addendum
- Reseller Addendum
- Special Terms

To the extent that the Special Terms conflict with any other portion of this Agreement, the Special Terms shall prevail.

INITIAL TERM:	2 Yr
EFFECTIVE DATE:	
TERMINATION DATE:	December 31, 2011

In consideration of the mutual promises and covenants contained in this Agreement, User and ICIS hereby covenant and agree to be bound by this Agreement. **BY SIGNING BELOW, USER ACKNOWLEDGES AND CONFIRMS THAT IT HAS READ THIS AGREEMENT (INCLUDING ALL ATTACHMENTS HERETO) AND UNDERSTANDS THAT IT IS BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.**

USER:	INTEGRATED CADASTRAL INFORMATION SOCIETY 1537 HILLSIDE AVENUE, STE. 16 VICTORIA, BRITISH COLUMBIA, CANADA V8T 4Y2
By: _____	By: _____
Name:	Name: Harry Mercer
Title:	Title: President, ICIS

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

“**Authorized Data**” means the specific information from the Datastore that User is authorized to access in accordance with the terms of this Agreement, as such specific information is described in the Authorized Data description attached to this Agreement.

“**Confidential Information**” means all information and data relating to or derived from the Datastore, the Authorized Data and the Documentation, in whatever form or media, that (i) is not known generally to the public, or (ii) would otherwise generally be considered confidential in the circumstances.

“**Contributors**” means any third party which has provided or at any time in the future shall provide information or data that becomes part of the Datastore.

“**Datastore**” means the database operated by ICIS that is comprised of information both owned by and licensed to ICIS.

“**Datastore Access Policy**” means the policy prepared by ICIS (as amended by ICIS from time to time in accordance with Paragraph 2.3 below) governing access to the Datastore.

“**Documentation**” means any technical documentation that ICIS may provide to User.

“**End User**” means a third party person or entity that is authorized to access or use Authorized Data or any portion thereof in accordance with the terms of this Agreement.

“**Error Reporting Policy**” means the policy prepared by ICIS (as amended by ICIS from time to time) governing the reporting of errors in the Datastore.

“**Fees**” means all fees payable by User to ICIS as described in the Fee Schedule attached hereto.

“**Internal Use**” means the internal use of Authorized Data by User which can include the use of Authorized Data as an image dataset, such as a backdrop for non-commercial web applications, in support of government to government, business to customer or government to citizen services, provided that (a) User ensures that the Authorized Data presented to End Users in this manner is only available for view and screen prints, without the ability to download; (b) User ensures that such End Users accessing the Authorized Data are subject to terms and conditions with respect to the Authorized Data in the manner contemplated in Paragraph 2.5 below; and (c) there are no direct or indirect charges related in any manner so such usage or access by End Users unless User is otherwise expressly authorized to do so pursuant to the Reseller Addendum. For clarity, the Documentation includes examples of acceptable and unacceptable forms of Internal Use.

“**Sublicense**” has the meaning set forth in Paragraph 2.5 below.

2. ENGAGEMENT

2.1 **Authorized Data Licence.** Subject to the terms and conditions of this Agreement, ICIS hereby grants User a non-exclusive, non-transferable, time-limited license to use the Authorized Data provided to User from the Datastore solely for User’s own Internal Use.

2.2 **Limitations.** Except as expressly provided in this Agreement, User shall not (and will not authorize or in any way assist others to): (i) commercially exploit, reproduce, copy, modify, translate, or otherwise change the Datastore, Authorized Data or Documentation; (ii) rent, lease, license, transfer or otherwise provide third parties access to the Datastore, the Documentation or any Authorized Data; (iii) distribute or provide subscriptions to the Datastore or any Authorized Data; (iv) remove, cover, or alter any trade-mark, trade name, copyright, or other proprietary notices, labels, or marks appearing on or in copies of any Authorized Data or Documentation; or (v) reverse engineer, de-compile,

disassemble, or otherwise attempt to derive the source code of any software included in the Datastore.

2.3 **Access.** User is solely responsible for all costs associated with accessing the Datastore or otherwise using the Authorized Data. The User shall only access the Datastore in accordance with the Datastore Access Policy, which User acknowledges receiving a copy of from ICIS. ICIS has the right, from time to time, upon 60 days notice to User, to amend the Datastore Access Policy and User shall comply with such amendments upon the expiry of such notice period. If User obtains access to or copies of any information or data in the Datastore other than the Authorized Data then User agrees (a) that it shall immediately notify ICIS of the same; (b) it shall not use such unauthorized information in any manner; and (c) it shall immediately return or destroy any copies of such unauthorized data, as directed by ICIS.

2.4 **Error Reporting.** User shall promptly report to ICIS all errors, deficiencies and other problems that it identifies with respect to the Authorized Data or the Documentation or with respect to accessing the Datastore in accordance with the Error Reporting Policy.

2.5 **End Users.** User shall enter into an agreement (“**Sublicense**”) with any End User otherwise authorized to access Authorized Data hereunder that subjects End User to obligations in respect of such Authorized Data equivalent to or more stringent than the obligations contained in this Agreement including, without limitation, all limitations of liability, indemnities and “AS IS” provisions set forth in the Agreement. For greater certainty, the Sublicenses shall reflect and include: (a) all limitations, restrictions and provisions imposed on User in the Agreement, including by way of example limitations as to proprietary rights as set forth in Paragraph 5.1, shall apply to such End Users as if they were the “User” under the Agreement; and (b) all provisions for the benefit of ICIS and its Contributors which shall continue to accrue directly for the benefit of ICIS and its Contributors. User shall, at its expense, enforce the provisions of such agreements for ICIS or its Contributor’s benefit and otherwise pursue the available remedies against such End Users vigorously and in good faith. At ICIS’ request, to the extent necessary for ICIS to enforce such provisions directly, User shall assign to ICIS the benefit of such provisions, in whole or in part, and shall execute such further assurances as may be required for such purpose. User shall not permit any End User to access the Authorized Data in a manner that violates the terms of this Agreement or any policies referenced herein.

3. PAYMENT

3.1 **Fees Payments.** User will pay to ICIS all Fees due hereunder. All unpaid amounts will bear interest at a rate equal to the lesser of 1.5% per month (19.56% per annum) and the highest rate permitted by law, of the outstanding payment from the date due until the date paid. All payments made shall be in Canadian Dollars without deduction of any kind.

3.2 **Taxes and Duty.** In addition to all Fees payable hereunder, User shall pay any applicable taxes and duties (including sales, use, value-added and similar taxes) that are due or payable with respect to this Agreement.

3.3 **Prices Review.** ICIS reserves the right to change Fees throughout the Term upon 60 days notice to User.

4. WARRANTY

4.1 **As Is.** User acknowledges that the Datastore, the Authorized Data and the Documentation: (a) has not been vetted, tested, reviewed or evaluated by ICIS; (b) may include errors or omissions; and (c) is made available under this Agreement only on an “AS IS” basis.

4.2 ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE DATASTORE, THE AUTHORIZED DATA AND THE DOCUMENTATION WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ICIS OR CONTRIBUTORS, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, ERROR FREE OR UNINTERRUPTED USE, AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSIONS OF CERTAIN WARRANTIES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS AGREEMENT SHALL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRES LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

5. PROPRIETARY RIGHTS

5.1 All trade-marks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Datastore, the Authorized Data and the Documentation are and will remain the exclusive property of ICIS or its licensors, whether or not specifically recognized or perfected under local applicable law. User will not take any action that jeopardizes ICIS' or its licensors' proprietary rights, nor will User acquire any right in the Datastore, the Authorized Data or the Documentation except the limited use rights specified in this Agreement (unless otherwise expressly set forth in this Agreement).

6. INDEMNITY AND LIMITATION OF LIABILITY

6.1 **Indemnity.** User shall indemnify, defend and hold harmless ICIS and all Contributors and their respective directors, officers, employees, agents and independent contractors against any third party claims, actions, costs, demands, and any resulting expenses, lawyers' fees (including disbursements), loss, damage or liability (including amounts paid in settlement) (a) based upon User's breach of any term or condition under this Agreement; (b) in respect of any use by User or any End User of the Datastore, the Authorized Data or the Documentation; or (c) arising out of any actions taken by ICIS to enforce the provisions of this Agreement including pursuant to Paragraph 2.5.

6.2 Limitation of Liability.

- (a) NEITHER ICIS, NOR ANY CONTRIBUTOR, NOR ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INDEPENDENT CONTRACTORS SHALL BE LIABLE TO USER FOR ANY ECONOMIC, COMMERCIAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOST PROFITS, OR A FAILURE TO REALIZE EXPECTED SAVINGS.
- (b) THE AGGREGATE LIABILITY OF ICIS AND ITS CONTRIBUTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED CDN\$1,000. THE PARTIES ACKNOWLEDGE THAT ALL LIMITATIONS OF LIABILITY INCLUDING THIS SECTION 6 REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES BASED UPON THE

REDUCED FEES BEING PAYABLE UNDER THIS AGREEMENT.

- (c) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT HEREIN SHALL APPLY WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER KIND OF CIVIL LIABILITY CONNECTED WITH THIS AGREEMENT.
- (d) SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION SHALL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAWS OF A COMPETENT JURISDICTION REQUIRES LIABILITIES BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

7. DISPUTE RESOLUTION

7.1 **Arbitration.** Except as contemplated under Paragraph 7.2, any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Act (British Columbia). The arbitration shall be held in Victoria, British Columbia by one arbitrator.

7.2 **Interim Relief and Unpaid Amounts.** The procedures for the resolution of disputes set out in this Section do not preclude recourse to the courts for interim or interlocutory injunctive or other interim relief. Nothing in this Section shall prevent ICIS from filing an action against User to collect unpaid and past due amounts in a court having jurisdiction over User.

8. TERM; TERMINATION

8.1 Subject to the other provisions of this Agreement, this Agreement shall commence on the Effective Date and continue in full force and effect for the duration of the Initial Term and shall automatically renew for successive annual terms (cumulatively, the "Term") unless (a) either party gives prior notice that it does not intend to renew this Agreement; or (b) this Agreement is otherwise terminated as set forth herein.

8.2 This Agreement shall terminate automatically upon a material breach of this Agreement by User, as determined by ICIS in its sole discretion.

8.3 ICIS may terminate this Agreement upon 30 days written notice to User for any or no reason.

8.4 Upon termination or expiration of this Agreement, User shall immediately cease accessing the Datastore and return to ICIS or certify the destruction of all Authorized Data and Documentation.

9. RELATIONSHIP OF PARTIES

9.1 **Independent Parties.** The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

10. GENERAL TERMS

10.1 **Confidentiality.** Subject to any exclusions otherwise set forth in this Agreement, User hereby agrees to maintain in confidence any Confidential Information that it receives or becomes aware of as the direct or indirect result of this Agreement and shall not disclose any such information to any third party.

10.2 **Notice.** All notices or approvals required or permitted under this Agreement must be given in writing and sent by fax, e-mail, courier, or mail, postage prepaid, to the address specified in this Agreement or to any other address that may be designated by prior notice.

10.3 **Waiver, Modification.** Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by the party against whom enforcement of the waiver or modification is sought. Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.

10.4 **Force Majeure.** Neither party will be liable for failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labour disputes, transportation stoppages or third party dependencies reasonably outside of the control of such party including third party data provided to ICIS. These causes will not excuse User from paying any accrued amounts due to ICIS.

10.5 **Assignment.** User may not assign (either directly or by operation of law), delegate, or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without ICIS' prior written approval. Any attempt to do so without ICIS' approval will be void.

10.6 **Severability.** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless ICIS deems the unenforceable provision to be essential to this Agreement, in which case ICIS may terminate this Agreement upon notice to User .

10.7 **Governing Law.** This Agreement shall be governed by the laws in force in the Province of British Columbia, excluding rules of private international law that lead to the application of the laws of any other jurisdiction. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement.

10.8 **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between ICIS and User with respect to its subject matter.

10.9 **Counterparts.** This Agreement may be executed in counterparts, or fax counterparts, each of which when executed by either of the parties shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

10.10 **Survival.** Notwithstanding the expiry or termination of this Agreement, the parties hereto acknowledge, confirm, and agree that any provisions which by their nature are intended to survive the expiry or termination of this Agreement (including Sections 4, 5, 6, 7, 9 and 10) shall survive the expiry or termination of this Agreement and shall continue in full force and effect without limitation.

10.11 **Interpretation.** The Agreement shall be interpreted with all changes to number and gender as the context requires. Headings are for convenience only. The Agreement shall be interpreted with all changes to number and gender as the context requires. The parties hereto confirm that it is their wish that this contract and all related documents hereto shall be in English.

FEE SCHEDULE

MONTHLY FEES
N/A
TRANSACTION FEES
N/A
ANNUAL FEES
N/A
ROYALTIES
N/A
OTHER FEES
N/A

All Fees shall be payable in advance unless otherwise specified above.

AUTHORIZED DATA

Authorized data is:

- Integrated Cadastral Fabric (ICF) data for all areas for which an ICF has been compiled and made available by ICIS. Attributes for ICF data are listed in Schedule A: ICF attributes.
- "AS-IS" Cadastral fabric from local governments as has been supplied to ICIS by any local government during the term of this agreement. The locational accuracy and attribution of as-is data from local governments will vary.
- Local Government Infrastructure data, as per the example provided in Schedule A: Local Government Infrastructure data usage matrix. Note: individual local governments' infrastructure data may differ from the example shown.
- Utility Infrastructure data, as per the example provided in Schedule A: Utility Infrastructure data usage matrix. Note: utility's infrastructure data may differ from the example shown.
- o TRIM data (TRIM 1 and 2). TRIM means the Terrain Resource Information Management digital data for the Province of British Columbia, including positional and Digital Elevation Model (DEM) Information and which is available from the Ministry of Agriculture and Lands, Land and Resource Data Warehouse (LRDW).
- o Tantalus Crown Parcel Fabric and attribute data available from the LRDW.
- o Tantalus Administrative Boundary data available through the LRDW. This administrative boundary information includes: assessment areas, electoral district provincial, indian reserves, integrated survey area, land district, land district, land management region, land title district, municipality, national park, OIC ecological reserve, provincial park, regional district, school district, Nisga'a treaty management, Muskwa-Kechika Management area.
- o Assessment fabric layer data from BC Assessment

The schedule of authorized data may change over the term of this agreement, if agreed to by both parties, as more data becomes available through ICIS.

SPECIAL TERMS

Notwithstanding the initial term and effective date, of this AGREEMENT will continue in full force and effect until December 31, 2011 and will automatically renew as specified in Section 8.1

SCHEDULE A:ICF Attributes:

Integrated Cadastral Fabric Attribution	
PIN	Land Act parcel unique identifier.
PID	Land Title parcel unique identifier.
JUROL	Concatenation of BC Assessment jurisdiction and roll number
PCLLINKSID	Data owners unique ID.
DESCRIPT	Abbreviated legal description of the parcel.
PCL	Parcel - one field of the parsed legal description (e.g. Parcel A, Plan 3)
LOT	Lot - one field of the parsed legal description (e.g. Lot 1, Block 2, Plan 3)
BLK	Block - one field of the parsed legal description (e.g. Lot 1, Block 2, Plan 3)
PLANDEFDOC	Plan Defining Document
PRIMARY	The description of parcels originally created by description or survey under the Land Act (e.g. District lot, Block (E&N), DLS, Mineral Claim)
LAND_DIST	Provincial administrative areas used to group primary parcels
COMMENTS	Used to describe inconsistencies or uncertainties regarding the identification or description of the parcel.
FREEFORM	Contains non-conforming parts of the legal description.
ACCURACY	Representative positional accuracy of the ICF (i.e. <1m, 1m<x< 5m; 5m<x<10m, >10m
METHOD	Method used to compile the parcel data and used as a proxy for relative accuracy that in turn really relates to the precision or internal consistency of a particular portion of the fabric (e.g. COGO or digitized/scanned)
MODDATE	Date of attribute information received from LTO or BCA or spatial and attribute information extracted from Tantalus.
CROWNADMIN	The name of the Crown Agency responsible for the administration of the parcel.
ICIS-ID	Unique ID identifying all parcels.

SCHEDULE A:

Local Government Data Usage Matrix: (note provision of data from specific Local Governments may vary from this example)

LOCAL GOVERNMENT DATA SHARING MATRIX - OPTION #1 (APRIL 2006)

	Public	Members		Associate Members		Subscribers	
	Browse	Browse	Download	Browse	Download	Browse	Download
CADASTRE (PARCEL DATA)	Y	Y	Y	Y	Y	Y	Y
Water							
Mains	Y	Y	Y	Y	Y	Y	Y
Valves	Y	Y	Y	Y	Y	Y	Y
Connections	Y	Y	Y	Y	Y	Y	Y
Manholes	Y	Y	Y	Y	Y	Y	Y
Hydrants	Y	Y	Y	Y	Y	Y	Y
Sanitary, Storm & Combined							
Mains	Y	Y	Y	Y	Y	Y	Y
Manhole	Y	Y	Y	Y	Y	Y	Y
Valves	Y	Y	Y	Y	Y	Y	Y
Fittings	Y	Y	Y	Y	Y	Y	Y
Roads							
Centerlines	Y	Y	Y	Y	Y	Y	Y
Address range	N	N	N	N	N	N	N
Address - point	Y	Y	Y	Y	Y	Y	Y
Poles/streetlight	Y	Y	Y	Y	Y	Y	Y
Land Use							
Zoning (LINEWORK)	Y	Y	Y	Y	Y	Y	Y
OCP	Y	Y	Y	N	N	N	N
Heritage sites	Y	Y	Y	N	N	N	N
Other							
DEM	Y	Y	Y	Y	Y	Y	Y
Road edges	Y	Y	Y	Y	Y	Y	Y
Building footprints	Y	Y	Y	Y	Y	Y	Y
Contours	Y	Y	Y	Y	Y	Y	Y
Watercourses	Y	Y	Y	Y	Y	Y	Y
Truck Routes	Y	Y	Y	Y	Y	Y	Y

Local Government Data Usage Matrix: (note provision of data from specific Local Governments may vary from this example)

LOCAL GOVERNMENT DATA SHARING MATRIX - OPTION #2 (APRIL 2006)

	Public	Members		Associate Members		Subscribers	
	Browse	Browse	Download	Browse	Download	Browse	Download
CADASTRE (Parcel data)	Y	Y	Y	Y	Y	Y	Y
Water							
Mains	Y	Y	Y	Y	N	Y	N
Valves	Y	Y	Y	Y	N	N	N
Connections	N	N	N	N	N	N	N
Manholes	N	Y	Y	Y	N	N	N
Hydrants	Y	Y	Y	Y	N	Y	N
Sanitary, Storm & Combined							
Mains	Y	Y	Y	Y	N	Y	N
Manhole	N	Y	Y	N	N	N	N
Valves	N	Y	Y	N	N	N	N
Fittings	N	Y	Y	N	N	N	N
Roads							
Centerlines	Y	Y	Y	Y	Y	Y	Y
Address range	Y	Y	Y	Y	Y	Y	N
Address - point	Y	Y	Y	Y	Y	Y	Y
Poles/streetlight	Y	Y	Y	Y	Y	N	N
Land Use							
Zoning (LINEWORK)	Y	Y	Y	Y	Y	Y	Y
OCP	Y	Y	Y	N	N	N	N
Heritage sites	Y	Y	Y	N	N	N	N
Other							
DEM	Y	Y	Y	Y	Y	Y	Y
Road edges	Y	Y	Y	Y	Y	Y	Y
Building footprints	Y	Y	Y	Y	Y	Y	Y
Contours	Y	Y	Y	Y	Y	Y	Y
Watercourses	Y	Y	Y	Y	Y	Y	Y
Truck Routes	Y	Y	Y	Y	Y	Y	Y

SCHEDULE A:

Utility Data Usage Matrix Example (note provision of data from specific utilities may vary from this example):

Data Classes	Browse				Download			
	Public	Member, AM		Sub.	Public	Member, AM		Sub.
		LG	Utility			LG	Utility	
Graphics								
UG Alignment	No	Yes	Yes	Yes	No	Yes	Yes	Yes - Limited Geography
Access Points	No	Yes	Yes	Yes	No	Yes	No	No
Attribution								
Physical Quantity, Size, Material, State (proposed, asbuilt)	No	Yes	No	No	No	Yes	No	No
Referential - Permit #	No	Yes	No	No	No	Yes	No	No
Operational - Yr Place, Modifying & Placing WO#	No	No	No	No	No	No	No	No