

DATA LICENCE AGREEMENT FOR OPEN DATA AREAS ALBERTA

The undersigned licensor (the “**Licensor**”) hereby grants a licence to Alberta Data Partnerships Ltd. (“**ADP**”) to the information described in Schedule A (the “**Information**”) for use for the Open Data Areas Alberta (“**ODAA**”) as described in Schedule B under the following terms and conditions:

CONDITIONS OF LICENCE

1. The Licensor hereby grants to ADP, at no cost to ADP, a worldwide, royalty-free, perpetual, non-exclusive licence to use the Information, including for commercial purposes, pursuant to the terms of this Agreement.
2. ADP shall only use the Information for the ODAA as described in Schedule B.
3. The Licensor is under no obligation to provide any data other than that which is described Schedule A, regardless of changing formats or new versions of the data.
4. The Information is licensed “as is”, and the Licensor excludes all representations, warranties, obligations, and liabilities, whether express or implied, to the maximum extent permitted by law.
5. The Licensor is not liable for any errors or omissions in the Information, and will not under any circumstances be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use or otherwise arising in connection with this licence or the Information, even if specifically advised of the possibility of such loss, injury or damage.
6. The Licensor releases, discharges and does hereby indemnify and hold harmless ADP and their Directors and Employees from any and all claims, obligations, loss, action, rights of action and damages (indirect, consequential or otherwise) including any arising from any negligence or omission of ADP or Contractors that the Licensor may sustain from or in connection with the preparation or distribution of the data described in Schedule A.
7. Nothing in this Agreement shall reduce or diminish the Licensor’s ownership of or copyright in the data described in Schedule A.
8. Any of ADP’s analyses, programs, systems, software and formatting in the Information or the storage media shall remain the property of ADP.
9. This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.
10. Any disputes arising out of this Agreement shall be resolved by the Courts of the Province of Alberta.
11. Transmission by email or facsimile shall be an accepted mode of delivery of such counterparts to the other party.
12. If any part of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatever, such part shall be severed from this Agreement and the validity of the remainder of this Agreement shall be unaffected.

Alberta Data Partnerships Ltd.
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Edmonton, AB
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13. The Licensor gives ADP a non-exclusive, worldwide, royalty-free license to use the Licensor's trade names, trademarks, logos, domain names, and other distinctive brand features to publicize or advertise that the Licensor is supplying the Information to ADP.

DATED this ____ day of _____, 20____.

Licensor:

Print Licensor's Legal Name

Per: _____

Print name of person signing

Print title of person signing

(I have authority to bind the above corporation.)