

DATA USE LICENSE AGREEMENT

This Data Use License Agreement, as may be amended from time to time (the "Agreement"), constitutes a binding agreement between you (the "User" or "you") and the Regional Aquatics Monitoring Program ("RAMP"), which owns and operates the internet site located at www.ramp-alberta.org (the "Site").

BY CLICKING "ACCEPT", OR BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. You agree that this Agreement constitutes the complete and exclusive agreement between you and RAMP with respect to the subject matter hereof and that this Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between you and RAMP. You further agree that this Agreement may be amended from time to time by posting notice of same on the Site and that continued use of the Site and Content (as defined below) following the transmission of the notice by RAMP shall constitute acceptance by you of any such amendments.

If you do not agree to be bound by the terms and conditions of this Agreement then click on "CANCEL" and exit the Site.

1. GRANT OF LICENSE.

1.1. License Grant. Subject to the terms and conditions contained in this Agreement, RAMP grants you a personal, non-exclusive, non-transferable right to use the Site and Content contained thereon. "Content" means any and all content transmitted or posted on the Site, including, but not limited to, raw data, reports, maps, illustrations, photographs and text.

1.2. License Restrictions. The license granted herein does not permit you to, and you agree that you will not:

- (a) distribute, sell, transfer, export, market or otherwise exploit the Content for any commercial gains or otherwise;
- (b) assign, sublicense, lease, distribute or transfer in any way the rights granted to you herein, without the prior written consent of RAMP (which may be withheld in RAMP's sole discretion);
- (c) use or copy the Content for any purpose or in any manner other than as set out in herein;
- (d) use the Content in any manner, in whole or in part, without including a proprietary notice stating clearly in writing that the reproduced Content is the property of the Regional Aquatics Monitoring Program ("RAMP") and is reproduced under license and permission by RAMP through its internet site located at www.ramp-alberta.org;
- (e) not make any false or misleading statements regarding RAMP, the Site or the Content;
- (f) allow third parties to use or copy the Content for their own benefit through a computer network, or otherwise without obtaining such third parties' agreement to the terms of this Agreement.

You will be solely liable for any damages, costs, or expenses arising out of, or in connection with, your use of the Content in any manner.

1.3. Use of Content. You agree to use the Content only in a manner that complies with all applicable laws, including without limitation applicable restrictions concerning copyright and other intellectual property rights. Any use of the Content in violation of any of the restrictions contained in this Agreement will cause immediate termination of this Agreement and any right you have to use the Site and the Content.

1.4. Liability / Indemnification. You agree to be liable for and defend, indemnify and hold RAMP harmless from and against any and all costs, liability and expenses arising out of any claim that is related to: (a) your use of the Content in any manner whatsoever; or (b) any breach by you of your obligations under this Agreement.

2. INTELLECTUAL PROPERTY RIGHTS

2.1. Property Rights in the Content. The Content is the sole and exclusive property of RAMP and RAMP's licensors. RAMP and its licensors retain all rights with respect to the Content, including any copyright and other proprietary rights, except the right to use the Content as specifically granted herein. Any copy of the Content, or any portion thereof, is specifically subject to the terms and conditions of this Agreement. The Content is licensed, not sold. Title, ownership rights, and all intellectual property rights in the Content shall remain exclusively in RAMP and its licensors.

2.2. Property Rights in Trademarks. The term "Regional Aquatics Monitoring Program" or "RAMP", and any other trade marks, service marks or trade names used by RAMP on the Site from time to time (collectively, the "Trade Marks"), are the trade marks, service marks or trade names of RAMP or its licensors, and RAMP reserves all rights to the Trade Marks.

2.3. Intellectual Property Rights Generally. You hereby acknowledge that the rights granted to you under this Agreement does not grant you any rights in the Trade Marks, in whole or in part; and that you will only use the Trade Marks pursuant to the terms of this Agreement or with the prior written consent of RAMP. You acknowledge the ownership and intellectual property rights of RAMP as set out in Section 2.1 and 2.2 and will not take any action to jeopardize, limit or interfere in any manner with RAMP's or its licensors' ownership of, or rights with respect to, the Content and the Trade Marks. The Content and the Trade Marks are protected by copyright and other intellectual property laws and by international treaties.

3. NO WARRANTY.

3.1. Disclaimer. The Site and the Content is provided "AS IS" without any warranty of any kind. To the maximum extent permitted by law, RAMP disclaims any representations, warranties or conditions, express, statutory or implied, with respect to the Content. RAMP expressly disclaims all other representations, warranties or conditions, including without limitation any implied or statutory warranties or conditions of merchantability, title, non-infringement or fitness for a particular purpose. RAMP does not warrant that the Content will meet your requirements or that it is error free, accurate, current, complete, correct (collectively, "Defects") or that any Defects in the Content will be corrected. You assume the entire risk as to the use of the Content or that the Content will be free from any Defects. RAMP shall have no obligation to remedy any Defects in the Content.

3.2. Limitation of Liability. In no event whatsoever will RAMP be liable for any special, punitive, indirect, incidental or consequential damages, arising out of this Agreement or in connection with the use or inability to use the Site and the Content, whether based on breach of contract, tort, negligence, product liability or otherwise, and whether or not RAMP has been advised of the possibility of such damages. You assume the entire risk as to the Content being free of any Defects. In any event, the total liability of RAMP for all damages whatsoever shall not exceed the sum of \$10.00. You agree that these limitations are reasonable in scope and reasonably necessary in order for RAMP to protect its considerable investment in the Content. In no event whatsoever shall RAMP be liable, under any circumstances, regardless of the type or cause, and the User hereby waives any claims against RAMP, for (a) any lost profits, lost revenue or lost business, (b) any loss or damage to reputation of the User, (c) any incidental, indirect, consequential or special damages; even if RAMP has been advised of the possibility of such liability or damages.

3.3. ***Suspension & Discontinuance of Service.*** RAMP reserves the right to suspend, discontinue, modify, or add to the Site in its absolute discretion with immediate effect and without obligation to provide you with notice and RAMP shall not be liable in any way whatsoever for any loss suffered as a consequence of any decision made by RAMP in this regard. The Site is provided to you without any support or maintenance, or any obligations on the part of RAMP to provide you with corrections, modifications, improvements, or updates to the Content.

4. TERM AND TERMINATION

4.1. ***Term and Termination.*** This Agreement is effective until terminated. This Agreement will automatically terminate if you fail to comply with any term hereof. No prior notice from RAMP shall be required to effect such termination. You may terminate this Agreement at any time by destroying all copies in your possession of the Content and providing notice of termination in writing to RAMP by email to info@ramp-alberta.org. This Agreement and your obligations hereunder will remain in full force and effect until such time as you provide RAMP with your notice of termination in writing.

4.2. ***Effect of Termination.*** Upon any termination of this Agreement for any reason whatsoever, your license and any rights under this Agreement shall terminate and you agree to: (i) immediately discontinue using the Site; and (ii) destroy all copies of the Content including all portions thereof. In no event may the Site or the Content or any portion thereof, be used by you for any purpose whatsoever following termination of this Agreement. In the event of the termination of this Agreement for any reason, the provisions of those Sections hereof which are reasonably intended to survive termination of this Agreement shall survive such termination and continue to be valid and binding.

5. GENERAL PROVISIONS.

5.1. ***Severability.*** If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and all other provisions of this Agreement shall remain in full force and effect.

5.2. ***Modification and Waiver.*** This Agreement may be amended only by a written instrument signed by a duly authorized representative of RAMP. A waiver or grant of extension by RAMP with respect to any term or condition of this Agreement, or any breach thereof by the User, shall not constitute a waiver or operate as a grant of extension with respect to any subsequent event or breach by the User nor constitute a waiver or operate as a grant of extension by RAMP with respect to any other term, condition or breach.

5.3. ***Governing Law.*** This Agreement and any matters relating thereto shall be governed by, and construed in accordance with, the laws of Alberta and Canada as applicable. Each party irrevocably agrees that the relevant courts of Alberta shall have exclusive jurisdiction in relation to any claim, dispute, or difference concerning this Agreement and any matter arising therefrom and irrevocably waives any right that it may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction.

5.4. ***Non-Assignment.*** This Agreement may be assigned by RAMP to any party without the consent of the User. The User shall not assign this Agreement to any other party.

5.5. ***Relationship of the Parties.*** Nothing in this Agreement shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and us.