

VuMAP MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT defines the terms of the service between:

1. FIRST BASE SOLUTIONS INC, hereinafter referred to as FBS.
2. The specifically named end-User(s) and the Licensee(s).

1. DEFINITIONS

- 1.1. "End-User" or "User"** means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied Usernames and passwords by You (or by FBS at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with whom You transact business.
- 1.2. "Information"** means the FBS and third-party geospatial data made available through the Services.
- 1.3. "Ordering Document(s)"** means an order form, sales quotation, purchase order, or other document identifying the Services that the Licensee orders.
- 1.4. "Services"** means the web-based VuMAP map viewer using the Google Maps API, its tools and features.
- 1.5. "Licensee(s)"** refers to the individual, company or other legal entity for which you are accepting this Agreement.
- 1.6. "You" or "Your"** refers to the Licensee(s).
- 1.7. "Your Data"** means all electronic data or information submitted by You to the Services.
- 1.8. "Master Subscription Agreement"** hereinafter referred to as the "agreement",

2. THE AGREEMENT

THE AGREEMENT GOVERNS THE PURCHASE AND ONGOING USE OF THE SERVICES, AND ALSO THE FREE EVALUATION PERIOD OF THE SERVICES.

BY SIGNING AN ORDER FORM OR QUOTATION, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE EXECUTION OF THIS AGREEMENT. BY ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE END-USER REPRESENTS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE END-USERS DOES NOT HAVE SUCH AUTHORITY, OR IF END-USERS DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE END-USER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

VUMAP IS LICENSED TO A NAMED USER ANNUALLY. NAMED USERS' LOGIN CREDENTIALS ARE FOR THE DESIGNATED NAMED USERS ONLY AND MAY NOT BE SHARED AMONG MULTIPLE INDIVIDUALS. SINGLE NAMED USERS' LOGIN CREDENTIALS MAY BE REASSIGNED TO THE NEW NAMED USERS IF THE FORMER USERS NO LONGER REQUIRE ACCESS TO VUMAP. ALL SINGLE USERS MUST PROVIDE FBS WITH WRITTEN OR VERBAL CONSENT OF SUBSCRIPTION TRANSFER. VUMAP USERS WILL BE SUPPLIED USER IDENTIFICATIONS AND PASSWORDS BY YOU (OR BY FBS AT YOUR REQUEST). USERS MAY INCLUDE BUT ARE NOT LIMITED TO YOUR EMPLOYEES, CONSULTANTS, CONTRACTORS AND AGENTS.

3. GRANT OF LICENSE

3.1. Grant of License. FBS hereby grants to You and your End-Users a non-exclusive, non-transferable license to use the Services as set forth in the applicable Ordering Documents

- 3.1.1.** For which applicable license fees have been paid;
- 3.1.2.** For the Licensee's own internal user;
- 3.1.3.** In accordance with this Agreement and the configuration ordered by the Licensee or as authorized by FBS;
- 3.1.4.** For the applicable term or, if no term is applicable or identified, until terminated in accordance with the Term and Termination section of this agreement.

4. USE OF THE SERVICES

4.1. Permitted Uses

The Licensee may:

- 4.1.1.** Access the Information maintained by FBS and only access the Information utilizing the Service provided by FBS, subject to the terms and conditions set forth herein,
- 4.1.2.** Export a view of the Information as a hard copy print up to a maximum of 11" x 17" that combines the Licensee's data as a deliverable to an affiliate third party and includes a copyright notice; ©FBS and its 3rd party suppliers,
- 4.1.3.** Export a non-georeferenced view of the Information in an electronic format that combines the Licensee's data as a deliverable to an affiliate third party and includes a copyright notice; ©FBS and its 3rd party suppliers (for example, JPG, PDF, PNG, TIF etc.),
- 4.1.4.** Export a view of the Information for internal user and distribute in hard copy format that includes a copyright notice; ©FBS and its 3rd party suppliers, to its internal Users for project reports, proposals and estimation purposes,

- 4.1.5. Export a view of the information for internal user and distribute in electronic format that includes a copyright notice; ©FBS and its 3rd party suppliers, to its internal Users for project reports, proposals and estimation purposes.

4.2. User Not Permitted

The Licensee May Not:

- 4.2.1. Provide access to the Services through distribution of the unique username and password to any third party, including but not limited to: unidentified internal Users, partners, contractors/sub-contractors, consultants, clients etc.,
- 4.2.2. Develop an automated batch process to access the Service or create a database of the Information, available through the Service,
- 4.2.3. Modify, de-compile, disassemble or otherwise reverse engineer the Service, or the Information contained therein, in any way,
- 4.2.4. Add a geo-referenced coordinate system to an exported view of the Information in a digital file format (including but not limited to JPG, TIF, PNG, etc.),
- 4.2.5. Export multiple views of the Information in electronic or hardcopy format for the purpose of creating a high-resolution mosaic,
- 4.2.6. Export an electronic view of the data for user within a separate geo-referenced environment (including but not limited to GIS or CAD applications),
- 4.2.7. Distribute, resell, transfer or convey all or any portion of the Service, or the Information contained therein, except as expressly permitted herein. Without limiting the generality of the foregoing, you agree that you will not make any portion of the Service or the Information contained therein accessible by means of the Internet except as expressly permitted herein.

5. FEES AND PAYMENT:

- 5.1. **Fees.** You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form,
 - 5.1.1. Fees are based on services purchased and not actual usage
 - 5.1.2. Payment may not be cancelled and fees paid are non-refundable
 - 5.1.3. The number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on annual periods that begin on the subscription start date and each annual anniversary thereafter.

5.2. Invoicing and Payment. You will provide FBS with valid and updated credit card information or with a valid purchase order or alternative document reasonably acceptable to FBS. If You provide credit card information to FBS, You authorize FBS to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the section Term and Termination. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, FBS will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to FBS and notifying FBS of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at FBS discretion,

5.3.1. Such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or

5.3.2. FBS may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for FBS services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized FBS to charge to Your credit card), FBS may, without limiting FBS other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend FBS services to You until such amounts are paid in full. FBS will give You at least 7 days' prior notice that Your account is overdue.

5.5. Payment Disputes. FBS shall not exercise rights under section; Overdue Charges or Suspension of Service and Acceleration if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6. COPYRIGHT:

FBS and its third party suppliers retain and own all right, title and interest in and to the Information created by, originating from and delivered by FBS through this Service. The underlying rights to the Information and the Services belong to FBS and its third party suppliers and are protected by copyright. Any data received using the Service is for internal use only, and may not be redistributed, except as permitted by this Agreement.

7. Access Period:

- 7.1. Term of Subscription.** Access to the service shall commence on the specified date on the Order Form or Quotation that references this agreement and will continue until the subscription granted under this agreement has expired or has been terminated. If the Licensee elects to use the free evaluation, but does not choose to continue with the Service, the access to the service will terminate at the end of the evaluation period specified in Order form or Quotation.
- 7.2. Termination.** The Agreement and Services may be terminated by FBS without notice to the Licensee if, at FBS's sole discretion, the Licensee fails to comply with the terms set forth within this Agreement.
- 7.3. Suspension.** FBS may suspend access by the Licensee to the Service without notice, for non-payment of fees.

8. WARRANTY:

FBS warrants that it owns or has the right to distribute the Information in accordance with this Agreement and that it has the authority to enter into this Agreement and to grant to the Licensee the rights granted herein.

THE INFORMATION 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 INFORMATION IS WITH THE LICENSEE. FBS DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION THAT THE INFORMATION WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE INFORMATION WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN ADVICE GIVEN BY FBS OR ITS DEALERS, DISTRIBUTORS, AGENTS, OFFICERS OR EMPLOYEES CREATES A WARRANTY OR IN ANY WAY INCREASES FBS LIABILITY AND, THE LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LICENCE FEES ACTUALLY PAID BY THE LICENSEE IN THE SIX MONTHS PRECEDING THE DATE OF ANY CLAIM.

PRICE, DATA AND APPLICATIONS IS SUBJECT TO CHANGE, FBS WILL PROVIDE USERS WITH A MINIMUM 30 DAYS NOTICE OF ANY CHANGES.

9. LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

10. INDEMNITY:

10.1. First Base Solutions. FBS shall indemnify and hold harmless the Licensee, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Licensee and against all loss, liability, judgments, claims, suits, demands, or expenses which the Licensee may sustain, suffer or be put to resulting from or arising out of the FBS's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or services required hereunder to be performed or rendered by FBS agents, officials and employees.

10.2. The Licensee. The Licensee shall indemnify and hold harmless FBS, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon FBS and against all loss, liability, judgments, claims, suits, demands, or expenses which FBS may sustain, suffer or be put to resulting from or arising out of the Licensee's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or services required hereunder to be performed or rendered by the Licensee its agents, officials and employees.

11. FORCE MAJEURE:

Notwithstanding anything in this agreement, neither party shall be liable for any failure or delay in performing its obligations under this Agreement, due to causes outside its reasonable control, provided that a party claiming the benefit of this section shall use its best efforts to eliminate the cause or causes beyond its control including, without limitation, obtaining materials from other sources or using services of other suppliers. Events of force majeure shall include, without limitation, failure or malfunction of computer equipment or software, interruption in telecommunication services, accidents, acts of God, strikes or other labour disputes.

12. SERVICE AVAILABILITY AND SUPPORT:

Normally the service will be available 24 hours a day, 7 days a week; however the service support will only be available during Prime Time hours. Prime Time shall be defined as between the hours of 8 a.m. to 5 p.m. from Monday to Friday, Eastern Standard Time, except for the FBS's observed statutory holidays. The Service shall be available not less than 95% in Prime Time averaged over the period of one year. Availability in prime time shall mean:

$$\frac{((\text{Hours during Prime Time in a year}) - (\text{Hours during Prime Time of outage}))}{(\text{Hours during Prime Time in a year less Excusable Downtime})}$$

For the purpose of calculating availability, any downtime related to the following shall be excluded:

12.1.1. Such reasonable time as is deemed necessary by FBS for system maintenance activities; (ii) any force majeure event;

12.1.2. Any problems experienced by FBS associated with telecom or network services of any internet services provider or telecommunications carrier used by FBS, including any problems with the Internet, the public switched telephone network or any other external telecommunications or data communications network;

12.1.3. Problems caused by third party suppliers outside FBS's control (collectively, "excusable downtime").

13. SUPPORT:

End-User support will be available through the following email:

support@firstbasesolutions.com

14. TERMINATION AND SEPARABILITY

14.1. Term of Agreement. The Agreement shall continue in perpetuity throughout the universe.

14.2. Separability. The sections, sub-sections, terms and clauses within this agreement are inseparable, you must agree to all terms and conditions in their entirety.