

Terms and Conditions - Map Data License

Those persons or entities receiving SaskEnergy or TransGas map data, in any format, accept and agree to be bound by the following terms and conditions, on which SaskEnergy, or its controlled subsidiary company are prepared to license, release and disclose to the LICENSEE for stated internal purposes only, as follows

1. SaskEnergy hereby agrees to grant to LICENSEE a license to the data, and related information for the internal purposes for which it is provided at the time of the request, in consideration for the mutual covenants and promises exchanged herein, the sufficiency of which is acknowledged by both parties. The LICENSEE shall be granted a limited, non-revocable, non-assignable, non-transferable, non-sublicenseable, non-exclusive license to use the Confidential Information provided pursuant to this Agreement in accordance with the conditions set out herein, and such use indicates Licensees' agreement to be bound.
2. It is agreed and understood that Confidential Information shall mean any information or data disclosed directly or indirectly to the LICENSEE by SaskEnergy by any means including writings, oral communications, drawings, ideas, methodologies, electronic information and software, and mapping data or templates which are owned or licensed by SaskEnergy or third parties under contract with SaskEnergy, in any format or presentation, on any storage media, as further described in list attached as Part A above, (the "Confidential Information").
3. In view of the nature of the Confidential Information, it is the LICENSEE's responsibility to confirm with SaskEnergy/TransGas engineering whether later or more current versions of the Confidential Information are available before making use of the Confidential Information. Confidential Information is current only to the date in the digital file or hard copy. If SaskEnergy allows LICENSEE to provide other agents with access, they must be advised of the age and status of the Confidential Information. The LICENSEE acknowledges that the locations of the pipe facilities within the Confidential Information are approximate only, and the exact location must be determined by placing a request for facility locates to Sask 1st Call Corporation, toll free at 1-866-828-4888 or through www.sask1stcall.com. LICENSEE is responsible for requesting pipeline facility locates, and following industry standards to ensure protection of facilities or persons from damage.
4. The LICENSEE undertakes that it will:
 - a) Not disclose to any third party subject to 4(d), any Confidential Information without the prior written consent of SaskEnergy. Should LICENSEE be required to disclose the Confidential Information to other parties in furtherance of the described Purpose, it must first notify SaskEnergy Engineering and ensure that SaskEnergy has obtained a License and Confidentiality agreement in this form, executed by the third party;
 - b) Not use any Confidential Information for any purpose other than as described herein;
 - c) Use its best efforts to maintain the secrecy and confidentiality of all Confidential Information; and
 - d) Only disclose Confidential Information to those of the LICENSEE's employees who need to know such information for the purpose of providing the Services and the LICENSEE undertakes to obtain a declaration of confidentiality from such employees if required by SaskEnergy.
5. The undertakings of confidentiality contained in this section shall not apply to any Confidential Information which:
 - a) At the time of disclosure to the LICENSEE is in the public domain;
 - b) The LICENSEE can show what is in its possession at the time of disclosure hereunder, and which was not acquired by the LICENSEE under an obligation of confidence;
 - c) After disclosure hereunder, is published or otherwise becomes part of the public domain through no fault of the LICENSEE; or
 - d) The LICENSEE can show what is received by it after the time of disclosure hereunder from a third party who did not require the LICENSEE to hold it in confidence and that with respect to the same, the third party was not under an obligation of confidentiality.
6. The LICENSEE acknowledges that Confidential Information shall not be deemed to be within the exceptions of section 5 hereof merely because such information is embraced by more general information in the public domain or in the LICENSEE's possession without binder of secrecy. In addition, any combination of features shall not be deemed to be within the exceptions merely because some or all of its individual features are within such exceptions. All features of the combination and its principle of operation must be in the public domain or in the LICENSEE's possession without binder of secrecy to be considered within the exceptions stated in section 5.
7. The LICENSEE agrees that all information, data, maps, imagery data, drawings and reports derived from or forming part of the base template provided by SaskEnergy to the LICENSEE with which to perform the Services shall be held by the LICENSEE for SaskEnergy and shall be the exclusive property of SaskEnergy in its own right, or as agent for the third parties, and the CONSULANT acquires no interest therein. Nothing in this Agreement shall reduce or diminish

SaskEnergy's ownership or of copyright in the Confidential Information or its compilation or arrangement, including modifications created through software, formatting or analysis of the Confidential Information shall continue to be the property of SaskEnergy.

8. SaskEnergy does not make any representation or warranty regarding the accuracy, timeliness or completeness of the Confidential Information. The LICENSEE agrees that the Confidential Information and each part thereof, and any formatting or presentation, and any communication of any kind, incidental or in relation thereto, is provided to the LICENSEE by SaskEnergy "as-is", without warranty or representation either express or implied, as to any matter including, but not limited to, warranties of merchantability or fitness for purpose, whether the Confidential Information is correct, accurate, or free from error, defect, danger or hazard and whether it is otherwise useful or suitable for any use the LICENSEE may make of it, and that SaskEnergy provides this access to the Confidential Information without liability to SaskEnergy, its employees or agents for any loss of any kind the LICENSEE may sustain for any reason.
9. The LICENSEE acknowledges that notwithstanding the execution of this agreement, SaskEnergy maintains the sole and absolute discretion to determine what, if any, Confidential Information it will release to the LICENSEE. SaskEnergy shall continue to have the absolute right, privilege and entitlement to make any other use or disclosure to any person, of the Confidential Information in any format as SaskEnergy sees fit, and nothing in or arising from this Agreement shall in any way limit, restrict, or impinge upon this right, privilege and entitlement of SaskEnergy.
10. The LICENSEE will indemnify and save harmless SaskEnergy its affiliates and employees from and against any and all claims, obligations, loss, actions, rights of action and damages (including any damages that are direct, consequential or otherwise) including any arising from any negligence of SaskEnergy, or its employees or agents, that the LICENSEE may sustain from or in connection with the preparation of or provision to and receipt by the LICENSEE of the Confidential Information, through the Services or any other activity or occurrence in respect of the Confidential Information.
11. The LICENSEE shall return to SaskEnergy all Confidential Information in its possession, including all copies, and destroy any electronic versions in its possession. SaskEnergy may request a certificate from an officer of the LICENSEE stating that it has complied with this section.
12. The LICENSEE acknowledges that the Confidential Information may be or contain "personal information" as defined by *The Freedom of Information and Protection of Privacy Act* of Saskatchewan and will use the Confidential Information in compliance with that legislation.
13. In the event the LICENSEE creates or obtains new data which is linked or associated with the Confidential Information, the LICENSEE shall offer to license such data back to SaskEnergy on substantially the same terms and conditions as outlined herein, without further compensation, upon notice, provision and confirmation of the existence of such data.
14. This Agreement shall commence upon the date hereof and continue until otherwise terminated in accordance with this Agreement by either party giving sixty (60) days prior notice and shall be binding on agents and subcontractors. In the event of a material breach of this Agreement by LICENSEE, the Agreement shall automatically terminate without notice, and the LICENSEE shall return all Confidential Information to SaskEnergy. Provided, however, that the provisions of this Agreement which by their context are intended to survive termination shall survive notwithstanding such termination including, without limitation, the provisions of sections 7, 8, 9, 10, 12, 14, and 15.
15. The LICENSEE acknowledges that monetary damages would not be a sufficient remedy for a breach of the Agreement, and agrees that in addition to any other remedy to which SaskEnergy may be entitled under this Agreement, in law or in equity, SaskEnergy may be entitled to apply for injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof, without having to prove actual damage.
16. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, administrators, and other legal representatives and, to the extent permitted hereunder, their respective successors and assigns.
17. LICENSEE will, at its expense, promptly and duly execute and deliver to SaskEnergy such further documents and assurances, and take such further action as SaskEnergy may from time to time request in order to more effectively carry out the intent and purpose of this Agreement, and to establish and protect the rights, interests, and remedies intended to be created in favour of SaskEnergy.
18. This agreement is made in accordance with the laws of the Province of Saskatchewan, which shall apply hereto.