

DATA LICENSE AGREEMENT

Customer:

Hereinafter referred to as "LICENSEE"

1. SCOPE OF DATA LICENSE AGREEMENT

This License Agreement ("Agreement") sets forth the terms and conditions applicable to the licensing of the ATRS Data Set ("DATA") furnished by ATRS to LICENSEE hereunder. Any terms or conditions not contained in this Agreement or a duly executed modification hereto are rejected.

2. GRANTED RIGHTS

ATRS grants to LICENSEE the following nonexclusive, nontransferable license to use DATA solely for LICENSEE's own internal research purposes, provided that the rights granted are exercised in accordance with the terms and conditions of this Agreement; "own internal research purposes" shall not include any arrangement where DATA, in whole or in part, or use thereof, may be sold, or otherwise transferred to third parties, with or without consideration. LICENSEE may:

- a. use DATA on a single CPU, at any time;
- b. allow the use of DATA by those student researchers, under LICENSEE's direct supervision, who have explicitly agreed in writing to use and treat DATA in full accordance with the terms of this Agreement; and,
- c. use occasional, small samples from DATA for instructional purposes.

LICENSEE may not:

- a. copy, or allow to be copied, DATA, in whole or in part, except for that copy made in volatile memory when using DATA on a computer; nor
- b. sublicense DATA.

3. ELIGIBILITY FOR EDUCATIONAL USER

Customers meeting the criteria below are eligible to acquire DATA education edition in discounted price and are defined as Educational User:

- a. University and college students — students enrolled at a higher education institution defined as an accredited public or private university or college (including community, junior, or vocational college) that grants degrees requiring not less than the equivalent of two years of full-time study
- b. University and college faculty and staff— academician and staff employed by an accredited university or college.

Educational user may not use DATA for any profit or revenue seeking purpose.

4. ACKNOWLEDGEMENT

Licensee should acknowledge the usage of DATA in his/her research and publication. Upon publication, "ATRS Data Set" should be mentioned in the research article or included in acknowledgement reference list.

5. TERM AND TERMINATION

- a. This Agreement may be terminated by ATRS at any time, and upon termination LICENSEE cannot use the data for any purposes permanently. Within ten (10) days of notice of termination of this Agreement, LICENSEE shall return all copies of DATA to ATRS via certified mail.
- b. The clauses of this Agreement entitled "Proprietary Nature of DATA," "Disclaimer and Release," "Exclusion of Damages," "Indemnification," and "Governing Law" shall survive termination or expiration of this Agreement.

6. DELIVERY

By signing this Agreement, LICENSEE acknowledges receipt from ATRS of comma separated value (CSV) file containing DATA.

7. SERVICES

Any media, and DATA thereon, are provided "as-is"; no installation, support, or other services shall be provided by ATRS.

8. PROPRIETARY NATURE OF DATA

Except for those rights in DATA specifically granted within this Agreement, no rights in DATA are granted. DATA is a trade secret. LICENSEE shall preserve DATA in confidence, and shall not disclose DATA to any third parties, except as expressly provided herein. At all times during the term of this Agreement, ATRS retains ownership of all copies of DATA licensed hereunder, including any copy originally provided by ATRS and any copies made by LICENSEE. LICENSEE owns the media on which such copies are embodied.

9. NO WARRANTIES

Any media, and DATA thereon, furnished by ATRS under this Agreement are provided "AS-IS".

10. DISCLAIMER AND RELEASE

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ATRS AND THE REMEDIES OF LICENSEE SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND LICENSEE HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF ATRS AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF LICENSEE AGAINST ATRS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY LICENSED DATA, OR ANY OTHER THINGS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
- ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ATRS; AND
- ANY INTELLECTUAL PROPERTY CLAIMS BY WAY OF INFRINGEMENT OR THE LIKE.

11. EXCLUSION OF DAMAGES

ATRS WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ATRS) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY DATA OR ANY OTHER THINGS PROVIDED UNDER THIS AGREEMENT.

12. INDEMNIFICATION

LICENSEE will indemnify and hold harmless ATRS from and against all claims and liabilities, including costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for any claim alleging that DATA infringes a Canada copyright or violates any trade secret rights arising under any Canada province or federal law, or for loss of or damage to any property, arising out of or in any way relating to the providing or use of any DATA, whether or not arising in tort or occasioned by the negligence of ATRS.

13. ASSIGNMENT OR TRANSFER

This Agreement shall inure to the benefit of and be binding upon each of the parties hereto. Neither the rights nor duties of LICENSEE under this Agreement may be assigned, in whole or in part, without the prior written consent of ATRS.

14. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the province of British Columbia, Canada without regard to conflict of law provisions.

15. CERTIFICATION

The undersigned representative of LICENSEE represents and warrants that he/she is duly authorized by LICENSEE to sign this Agreement on behalf of LICENSEE and to bind LICENSEE to the terms and conditions herein.

16. MISCELLANEOUS

- a. All notices given under this Agreement shall be in writing and shall be sent to the parties at the addresses which appear herein. Notice will be

deemed given when delivered. Each party may change its notification address by providing notice of such change to the other.

- b. Either party's failure to exercise any of its rights or remedies under this Agreement shall not constitute a waiver of any past, present, or future right or remedy.
- c. This Agreement constitutes the entire agreement between LICENSEE and ATRS, and supersede all prior contracts, agreements, proposals, understandings, representations, correspondence, or communications, whether oral or written, with respect to DATA. This Agreement may be modified only by a written instrument signed by authorized representatives of LICENSEE and ATRS. ATRS MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT THOSE CONTAINED IN WRITING IN THIS AGREEMENT.

IN WITNESS WHEREOF, LICENSEE and ATRS have caused this Agreement to be signed by their duly authorized representatives as of the dates set forth below.

LICENSEE

By

Typed or Printed Name

Title

Date

Please Print or Type Complete Legal Address for Notices:

Organization

Address

Address

City / State / Country / Post Code