

Micro Logscale System LICENCE AGREEMENT

MICRO LOGSCALE SYSTEM PROGRAM, COPYRIGHT © 2014 GOVERNMENT OF ALBERTA

The acquisition, downloading and use of the Micro Logscale System program (hereinafter the "software") is and shall be subject to the within Licence Agreement. By downloading, otherwise acquiring, or using the software you are deemed to have agreed to and accepted the within Licence Agreement. If you do not agree with the within terms and conditions, do not download, install, copy or use the software.

LICENCE

Her Majesty the Queen in Right of the Province of Alberta (hereinafter the "Crown") as represented by the Minister of Sustainable Resource Development (hereinafter the "Minister") hereby grants to you a nonexclusive, nontransferable, royalty-free licence to use one copy of the executable code of the software on a single CPU. All other rights are reserved to the Crown. You may not rent, lease, sell, sublicense, assign, or otherwise transfer the software. You may not reverse engineer, decompile or disassemble the software. You shall not disclose any portion of the software to any third party without the prior written consent of the Minister, which consent may be arbitrarily withheld.

You are solely responsible for installation of the software on your computer and any related systems. This Licence does not confer upon you any rights to any new releases, new versions, upgrades, patches, maintenance, or support with respect to the software.

This Licence shall be binding upon you, your executors, administrators, successors and authorized assigns.

DISCLAIMER OF WARRANTIES

The software was developed for use by the Forest Management Branch (hereinafter "FMB") of Alberta Environment and Sustainable Resource Development for use by it under controlled conditions of software maintenance, input data quality, processing configuration and output data utilization. You are advised that the use of this software by anyone other than FMB might be under conditions not subject to such controls and shall be at your own risk. All representations and warranties, expressed or implied, of any kind with respect to the use or performance of the software, including without limiting the generality of the foregoing representations or warranties with respect to title, non-infringement, merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, negligence, quiet enjoyment, quiet possession, correspondence to description, and date compliance are expressly disclaimed. No

warranties or representations of any kind are provided by the Crown, the Minister, his employees, servants, or agents.

You acknowledge and agree that the software is provided on the condition that the Crown, the Minister, his employees, servants and agents shall have no liability or responsibility of any kind, including without limiting the generality of the foregoing:

- a. for any loss or damage of any kind incurred or suffered by you or your partners, associates, affiliates, or anyone having any dealings with you, for any reason, including but not limited to whether or not the loss or damage was occasioned by or as a result of any negligence or errors or omissions of any kind in the software or in the preparation, delivery, or other dealing with or handling of the software or any product produced using or affected by the software;
- b. to provide, conduct or advise on any corrections to the software or any maintenance, servicing, or updating of, the software; or
- c. for or on account of any allegation, decision, determination that the software does not belong to the Crown or that you are no longer entitled to use it.

COPYRIGHT

The software, was developed for FMB and all proprietary rights in this software, documentation and data, including copyright and moral rights are and shall continue to be owned by the Crown. All rights not expressly granted hereby are reserved to the Crown.

You shall not make any claim or representation of ownership, and shall not act as the owner, with respect to the software or any rights therein.

Nothing contained in this Licence shall prohibit, restrict or shall be deemed to prohibit or restrict the right of the Crown as owner of the software to lease, rent, sell, transfer, grant licences or any other rights of use of and to the software to any other person.

CANCELLATION OF LICENCE

The Minister, upon giving at least 60 days written notice to you, shall be entitled, without obligation or liability to you, to cancel the right and licence provided hereby to you for use of the software. Forthwith following such cancellation you shall cease to use the software, delete all copies from your CPU, and destroy or otherwise disable all copies of same.

RELEASE

You hereby release the Crown, the Minister and his employees, servants and agents of and from, and hereby waive, any and all claims, actions and damages that you, your partners, associates or affiliates may hereafter have, allege, or become entitled to (including but not limited to any claim for third party contribution or indemnity) by reason of or in any way relating to the software or any act, omission or negligence of the

Crown, the Minister, his employees, servants or agents in relation to the software and its provision.