

TERMS AND CONDITIONS OF USE:

BY CREATING AN ACCOUNT OR BY UTILIZING ANY OF THE SKYBASE OR PATCHMAP SERVICES YOU AGREE TO BE BOUND BY THESE **TERMS AND CONDITIONS**: *Updated May 1 2017*

This Software as a Service (SaaS) "**Agreement**" governs your use of the System (as defined below) and any related services provided by SKYBASE GEOMATIC SOLUTIONS INC. hereafter "**SKYBASE**", an Alberta, Canada company, having its principal place of business at 10702 100 St. Grande Prairie AB T8V 3X8.

The headings are for convenience of reference only.

Definitions

A User is referred to as "**You**" or "**User**" in this Agreement.

SKYBASE services will be referred to as "**System**" or "**SKYBASE System**".

Agreement

If You use the System, or if You click "**I agree**" or take any other affirmative action indicating your acceptance of this Agreement, then You have agreed to these terms. If You are an agent or employee of the intended subscriber or user, You individually represent and warrant to SKYBASE that You are authorized to bind that party to this Agreement. If You do not agree to this Agreement, then You are not authorized to use the System.

Definition

The SKYBASE System can include many different digital offerings, from embedded datasets to methods of accessing SKYBASE proprietary datasets and tools; all of which are subject to change both materially and by method of delivery. Deprecated processes will only be supported for six months. The "**PATCHMAP®**" component to the SKYBASE System is a proprietary routable road and oilfield dataset that can be offered embedded in programs, as a stand alone dataset on SD cards or as a web and/or routing service.

Content

SKYBASE does not assume responsibility for any perceived errors, omissions or inaccuracies within its System's content. SKYBASE takes all possible steps to provide complete and accurate information but as the information is continually changing, SKYBASE encourages You, the User, to share with SKYBASE through the free "**MAPBUDDY®**" program available on the SKYBASE website, any changes, contradictions or errors found through field visits so that SKYBASE can update correctly and pass these corrections along to SKYBASE data suppliers, as even official data sources are occasionally erroneous. At best, the SKYBASE System can be no more complete or accurate than a slice in time allows.

Service Availability

SKYBASE uses all practical methods to ensure continuous availability of our services by using world class non-interruptive updating methods and world class server Systems that report almost 100% uptime. Any drop in service will likely only be in an Emergency and SKYBASE will be working around the clock to put the service back online. SKYBASE offers no compensation for these occurrences.

Limit of Liability

You agree to indemnify and hold SKYBASE, its officers, directors, shareholders, predecessors, successors, assigns, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including legal fees), made against SKYBASE by any third party due to or arising out of or in connection with your use of the SKYBASE System. In the event there is a legal determination that SKYBASE does owe a legal duty to You, such legal responsibility to be limited to fifty (\$50) Canadian dollars.

Intellectual Property

All content on or available through the SKYBASE System is owned by or licensed to SKYBASE and is protected by copyright, trade-mark and other intellectual property laws and treaty provision laws. Except as expressly provided, no content may be

copied, reproduced, republished, uploaded, posted, transmitted, distributed or otherwise used in any way, without SKYBASE's express prior written consent.

Prohibited use

You may not attempt to gain unauthorized access to, or breach the security or authentication measures of, any portion of the SKYBASE System, or any other Systems or networks connected to any SKYBASE server or obtain any materials, documents or information through any means not purposely made available through the SKYBASE System. You may not leverage the datasets made available to You through the SKYBASE System to extract roads or routes for any purpose but your own personal use. Any User found to be or suspected to be violating this clause will be immediately terminated without recourse.

Termination, Modification and Suspension

SKYBASE may terminate the use of the SKYBASE System if used in any way that is contrary to law or these terms of services or that in any way disrupt SKYBASE System's services. SKYBASE reserves the right to modify, suspend or terminate operation of or access to the SKYBASE System, at any time

Governing Law

These terms of service are governed by the laws of the Province of Alberta and the applicable laws of Canada and these laws apply to the use of this website or its content by You, notwithstanding your domicile, residency or physical location. The SKYBASE Systems are intended for use only in jurisdictions where it may lawfully be offered for use.

Privacy

We use various technologies to collect non-personal information about usage of our web based tools. In particular, we use automatic logging of session data: information automatically collected by our servers such as logins, IP addresses, browser types, functions performed and functions requested to verify adherence to the above accepted uses.

Changes

SKYBASE reserves the right to change this statement of privacy practices at any time by posting a new statement. Please check this page periodically for changes.

General Provisions

These terms of service constitute the entire agreement between SKYBASE and You pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and SKYBASE. A printed version of these terms of service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these terms of service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. SKYBASE's failure to insist upon or enforce strict performance of any provision of these terms of service will not be construed as a waiver of any provisions or right. If any of the provisions contained in these terms of service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination will not affect the remaining provisions contained herein.