



LICENSE AGREEMENT
(the "Agreement")

This Agreement is made between Travel Alberta and _____ (the "Licensor"), and is effective as of _____, 20____ (the "Effective Date").

WHEREAS:

- A. Travel Alberta operates a digital asset management system (the "**System**") containing various photos, videos, maps, text, trademarks, artwork, and other media and content.
- B. The Licensor is willing to allow Travel Alberta to use the Creative Works (as hereinafter defined), in the System and Travel Alberta wishes to use the Creative Works in the System, all in accordance with the terms and conditions herein set forth.

NOW THEREFORE, for consideration paid of \$_____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** The Licensor hereby grants to Travel Alberta an exclusive, perpetual, irrevocable, worldwide, royalty-free license to access, load, download, store, install, copy, publish, modify, translate, excerpt, adapt, distribute, communicate, exhibit, produce, reproduce, crop, modify, print, broadcast, display, make use of or cause to be made use of, sublicense, and/or assign (collectively, to "**use**") the creative assets described in Schedule "A" attached hereto (the "**Creative Works**"), via the System, for any and all promotional, educational, marketing, public relations and/or editorial purposes, and in any and all media, including but not limited to print, electronic, digital media, internet, whether known or hereafter created. Travel Alberta acknowledges that all right, title, and interest in the Creative Works shall remain with the Licensor. However, Travel Alberta may also create any derivative work based on the Creative Works and shall own all rights to such derivative work(s). The Licensor waives any and all moral rights that he/she/it has in the Creative Works.
2. **Restrictions on Use.**
 - (a) Travel Alberta's use of the Creative Works shall not, without the Licensor's prior written consent, include or permit any of the following:
 - (i) retail items or materials intended for sale such as postcards, clothing, placemats, books, or posters, and the like, whether in electronic form or otherwise;
 - (ii) materials designed for the interior branding of private commercial enterprises; or
 - (iii) product packaging or promotion of products intended for sale.
 - (b) Licensor shall not sell, license, sublicense, or distribute the Creative Works to any third party or otherwise permit any third party to use the Creative Works (regardless of whether such sale, license, sublicense, distribution or permission is for consideration or consideration-free) for any purpose without the prior written consent of Travel Alberta,

which consent shall be at the sole discretion of Travel Alberta.

3. **Representations and Warranties.**

(a) The Licensor warrants that:

- (i) he/she/it is the sole owner of, and has the necessary rights, title, interest to grant all of the rights set forth in this Agreement, including without limitation any and all moral rights;
- (ii) all Creative Works delivered to Travel Alberta in connection with this Agreement are original;
- (iii) no claim in respect of the Creative Works has been made by any third party;
- (iv) the Creative Works shall be free and clear of any claim, right or encumbrance that would interfere with the rights granted under this Agreement; and
- (v) the use of the Creative Works in any fashion by Travel Alberta, its partners, agents, assigns or licensees shall not violate any copyright, moral right, right of privacy or right of publicity, or infringe or misappropriate any rights of the Licensor or any third party.

(b) Each party hereby represents and warrants to the other party that:

- (i) he/she/it has full power and authority to enter into and perform his/her/its obligations pursuant to this Agreement;
- (ii) the person signing this Agreement on his/her/its behalf has the authority to do so and to bind that party to the terms of this Agreement; and
- (iii) his/her/its entering into this Agreement does not violate, breach or constitute a default under any of his/her/its contractual obligations relevant to this Agreement.

(c) Each party acknowledges and agrees that the other party entered into this Agreement in reliance on his/her/its representations and warranties which, along with the other terms and conditions herein shall be enforceable by such other party, and shall survive any termination of the Agreement.

4. **Additional Actions.** If execution of a document of assignment is required or reasonably necessary (in Travel Alberta's sole discretion) with respect to any particular aspect of the Creative Works, the Licensor shall execute, and cause all individuals who are involved in creating the Creative Works to execute, such documents as may be necessary in order that the Creative Works may be fully and effectively licensed to Travel Alberta without any further consideration.

5. **Credit.** Travel Alberta shall exercise its reasonable efforts to include any credit listed in Schedule "A" attached hereto when using the Creative Works. However, under no circumstance shall a failure to include credit by Travel Alberta or its sublicensees constitute a breach of this Agreement and the Licensor agrees that he/she/it will not seek damages from Travel Alberta or its sublicensees in that regard.

6. **Third Party Infringement.** Each party shall promptly advise the other if he/she/it becomes aware of any third party infringement of the Creative Works.

7. **Indemnity**. The Licensor shall at all times indemnify and hold harmless Travel Alberta, its directors, officers, agents, employees, representatives, and any others for whom Travel Alberta may be responsible in law, from and against all losses, claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted, resulting from or arising out of, attributable to or in any way connected with this Agreement and whether or not caused by the Licensor's negligence, including without limitation any actions brought by third parties alleging infringement or misappropriation of any intellectual property rights, except to the extent to which such loss or damage has arisen out of Travel Alberta's negligence. The liability of the Licensor to indemnify or reimburse Travel Alberta under this Agreement shall not affect or prejudice Travel Alberta in the exercise of any other rights available to Travel Alberta at law or in equity.
8. **No Indirect Damages**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TRAVEL ALBERTA SHALL NOT BE LIABLE TO THE LICENSOR UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COSTS, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER ECONOMIC LOSS, ARISING OUT OF, OR RELATING IN ANY WAY TO, THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. **Sublicensing and Assignment**. Travel Alberta may sublicense or assign this Agreement or any of its rights under this Agreement at its sole discretion.
10. **Governing Law**. The Licensor shall comply with all legislation directly or indirectly applicable to the performance of his/her/its obligations under this Agreement. The Licensor agrees that all matters relating to this Agreement shall be interpreted in accordance with the laws applicable in Alberta and the parties agree to irrevocably attorn to the jurisdiction of the courts of Alberta and the federal laws of Canada applicable therein, without reference to its conflict of laws provisions.
11. **Enurement**. This Agreement shall enure to the benefit of, and be binding upon, the successors and assigns of Travel Alberta and the Licensor respectively.
12. **Severability**. If any part of this Agreement is judicially declared invalid, void or unenforceable, the remainder of this Agreement shall not thereby be invalidated or voided, but the part(s) shall be deemed modified to the extent required to make it enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable part(s) and the remainder of this Agreement shall have the same force and effect as if the part(s) had never been included herein.
13. **Headings**. The Section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
14. **Entire Agreement**. This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto. This Agreement contains the entire agreement of the parties and may be waived or terminated only by an instrument in writing executed by either party hereto, or amended by an instrument in writing executed by both parties thereto, and no course of conduct, failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

15. **Counterparts**. This Agreement may be executed in one or more counterparts for the convenience of the parties, all of which together shall constitute one and the same instrument.

[Signature page follows]

Signed by the parties effective as of the Effective Date.

Licensor's Name (if Corporate Entity):

Signatory Name:

Signatory Title:

TRAVEL ALBERTA

Signatory Name:

Signatory Title:

Schedule "A"

Creative Works:

Credit: