

**CANADIAN HYDROGRAPHIC SERVICE
PAPER AND DIGITAL PRODUCTS SUPER-DEALER AGREEMENT**

CHS Paper and Digital Products Super-dealer Licence Agreement no. _____ effective as of the date provided in clause 11.1 below.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of the Department of Fisheries and Oceans,
and acting through the Canadian Hydrographic Service,
200 Kent Street, Ottawa, Ontario K1A 0E6
(“the Crown”)

AND:

legal name of Licensee
incorporated under the laws of XXXX
with head offices located at
street address, city, postal code
(“the Licensee”)

and their respective successors

WHEREAS the Crown has the right and authority in Canada to produce nautical charts and other nautical publications for Canadian territorial waters, referred to herein as “CHS Products” and “Updates”, and is the owner, or licensee, of the intellectual property rights in and to the CHS Products and Updates;

AND WHEREAS the Licensee wishes to acquire certain rights from the Canadian Hydrographic Service (“CHS”) to distribute CHS Products and Updates to Dealers, as the term is defined herein, on a wholesale basis, in accordance with the terms and conditions herein contained;

AND WHEREAS the Crown wishes to grant to the Licensee certain rights to distribute CHS Products and Updates to Dealers on a wholesale basis, in accordance with the terms and conditions herein contained;

AND WHEREAS the parties hereto are desirous of entering into a Paper and Digital Products Super-dealer Licence Agreement on the basis herein set forth,

NOW THEREFORE, the parties agree as follows:

1.0 DEFINITIONS

“Agreement” means this CHS Paper and Digital Products Super-dealer Agreement, its recitals and all schedules annexed to this Agreement as the same may be amended from time to time in accordance with the provisions hereof.

“CHS Paper Products” means the CHS paper nautical charts and publications and Updates set out in Schedule “A” attached hereto, as amended from time to time in the Crown's sole discretion.



“CHS Digital Products” means the CHS digital nautical charts and publications and Updates set out in Schedule “A” attached hereto, as amended from time to time in the Crown’s sole discretion.

“CHS Products” means CHS Digital and Paper Products and Updates set out in Schedule “A” hereto, as amended from time to time in the Crown’s sole discretion.

“CHS Updates” or “Updates” means updates to CHS Products, which may consist of a new chart or publication, a new edition of a chart or publication, or a digital file, in CHS’s sole discretion, as set out in Schedule “A” attached hereto.

“Collection” means a geographic grouping of CHS Digital Products and/or Updates as determined by CHS and made available on any media. The Licensee may not subdivide a Collection. The Licensee may reproduce an ENC Collection for sale.

“Crown’s Licensed Intellectual Property” means those rights conferred upon the Crown by third parties over the use of Data contained in the CHS Products or Updates, the Intellectual Property Rights of which do not vest with the Crown.

“Data” means any expressed data, fixed in a form giving rise to Intellectual Property Rights;

“Dealer” or “Sublicensed Dealer” means an individual, organization or corporation to whom the Licensee distributes and grants a sublicense to distribute CHS Products and Updates on a retail basis.

“Dealer Sublicence Agreement” means the sublicense agreement from the Licensee to its Dealers, referred to in clauses 2.2(a) and 6.1 of this Agreement, and attached as Schedule “H” hereto.

“ENC” means an Electronic Navigational Chart in the S-57 or other International Hydrographic Organization (“IHO”) format and issued officially by CHS.

“End User(s)” means any individual, corporation or organization to whom a Dealer sublicensed by the Licensee distributes and grants a sublicense for use of the CHS Products.

“End User Licence Agreement” or “EULA” means the End User Licence Agreement included in the CHS Digital Products, a copy of which is also available for viewing at the CHS website at www.charts.gc.ca; or in the case of a Short Term EULA as defined in clause 2.2(b) of this Agreement, such End User Licence Agreement with the term modified to provide for such Short Term.

“Fee” means the retail price which the Licensee shall charge for CHS Paper Products in Canadian funds, as set by the Crown in the *Nautical Charts and Related Publications Fees Order* (SOR/94-281) as amended from time to time and published in the Canada Gazette, which fees shall be posted on the CHS website at www.charts.gc.ca. The Licensee may not set prices for CHS Paper Products.

“Instructional Charts” means special CHS charts as listed on www.charts.gc.ca available for distribution for instructional purposes to marine training programs for use as course and examination materials. Instructional charts contain fictitious data for training purposes and shall not be used for navigation.

“Intellectual Property Rights” means any and all intellectual property rights recognized by the law, including but not limited to intellectual property rights protected through legislation.

“Obsolete” means Products which have been replaced by a new edition, reprint, or a new chart.



“Party” means either one of the signatories and includes their respective officers, employees, and agents.

“Payment” means the amount to be paid to the Crown by the Licensee for access to or sale by the Licensee of a CHS Product, which is calculated in accordance with Schedule “B” hereto.

“RNC” means a BSB Raster Navigational Chart in the BSB format and issued officially by CHS.

“Royalties” means the amount to be paid to the Crown by the Licensee for access to or sale by the Licensee of a CHS Digital Product, which is calculated in accordance with Schedule “B” hereto.

“SENC” means a System Electronic Navigation Chart and is a database, in a manufacturer’s internal ECDIS format that has resulted from a lossless transformation of the ENC contents and its updates, and is created in accordance with paragraph 3.3 of IHO Special Publication No. 52 (S-52) *Specifications for Chart Content and Display Aspects of ECDIS*, as amended from time to time; and IHO *Technical Resolution A3.11* as approved by the XVIth International Hydrographic Conference, allowing for the distribution of authorized chart data in SENC format, as amended from time to time.

“Suggested Retail Price” means the retail price in Canadian funds suggested by CHS for the sale by the Licensee of the CHS Digital Products and Updates, which shall be posted on the CHS website at www.charts.gc.ca. The Licensee is free to set its own price, but royalties payable to CHS are based on the Suggested Retail Price.

“Super-dealer” means the Licensee.

2.0 APPOINTMENT OF LICENSEE AS SUPER-DEALER, AND GRANT OF LICENCE

2.1 Subject to the terms and conditions of this Agreement, the Crown hereby appoints the Licensee and the Licensee hereby accepts such appointment, as a non-exclusive licensee for the distribution on a wholesale basis of CHS Products, and the Crown grants to the Licensee a non-exclusive, non-transferable, non-assignable right to sublicense Dealers to distribute the CHS Products and Updates to End Users during the term of this Agreement.

2.2 In the case of:

(a) CHS Paper Products and Updates, the Licensee has the right to:

(i) grant sublicences to Dealers to permit the Dealers to distribute the CHS Paper Products and Updates on a retail basis to End Users, provided such Dealer Sublicence Agreements shall be evidenced in writing, shall be on the same terms and conditions as contained herein, and shall specifically include the provisions contained in clauses 3.0 and 6.0 hereof; and

(ii) provide additional services for its Dealers, including folio management services, lamination services, shipping and handling, as separate transactions.

(b) CHS Digital Products and Updates, the Licensee has the right to:

(i) grant sublicences to Dealers to permit the Dealers to grant sublicences “(End User Licence Agreements””, to End Users only, for the End Users’ own use, to CHS Digital Products and Updates, provided the Licensee and its Dealers do not alter the CHS Digital Products, Updates or Collections, except as provided below;

(ii) in CHS's sole discretion, to grant short term sublicences to Dealers to permit the Dealers to distribute ENCs and SENCs on a retail basis to End Users for short terms of three (3), six (6) or nine



(9) months (“Short Term EULA”), provided the Licensee implements S-63 encryption in accordance with the standards and guidance set out by the International Hydrographic Organization (IHO) and provided such Dealer Sublicences shall be evidenced in writing, shall be on the same terms and conditions as contained herein, and shall specifically include the provisions contained in clauses 3.0 and 6.0 hereof;

(iii) provide an SENC conversion service for its Dealers, except that the Licensee may not remove data or add any additional data other than CHS Updates to the ENC during or after the SENC conversion process and the Licensee holds a type approval certificate for SENC conversion issued by a type approval body recognized by CHS, a copy of which is attached to this agreement as Schedule I, and that certification has not been revoked and that certification continues to be recognized by CHS;

(iv) upon written approval by CHS, encrypt the CHS Digital Products and Updates, using the Licensee's proprietary encryption, provided the Licensee supplies CHS with a copy of any specialized hardware and software required for CHS to decrypt the CHS data, in order to verify compliance with this Agreement.

(v) provide additional services for its Dealers, including transferring CHS Digital Products onto physical devices and media, folio management services, shipping and handling, as separate transactions.

(c) The Licensee has the right to use the CHS Products and Updates for demonstration, marketing and such other purposes directly connected with this Agreement.

2.3 The Licensee does not have the right to:

- (a) distribute or sell CHS Products and Updates to End Users, except in accordance with a sublicense issued to a Dealer as set out above;
- (b) reproduce or print CHS Paper Products, or allow its Dealers, End Users or anyone else to do so;
- (c) grant sublicences to anyone else to use the CHS Products or Updates to develop new products;
- (d) provide used or Obsolete editions of CHS Products to Dealers or End Users;
- (e) use the CHS Products and Updates to develop new products, or allow its Dealers, End Users or anyone else to do so;
- (f) receive return credit for CHS Paper Products unless they are in their original form (e.g. not laminated);
- (g) allow anyone other than its Dealers to distribute the CHS Products; or
- (h) scan, modify, amend, add to or in any way alter any CHS Products and Updates supplied to it under this Agreement, or allow its Dealers, End Users or anyone else to do so, other than as set out in clause 2.2 above.

except with CHS' prior written consent.

2.4 In the event a Dealer's or an End User's intended use(s) falls outside the scope of this Agreement, the Licensee shall refer the Dealer or End User to CHS. In the case of Digital Products and Updates, additional licences for multiple, non-concurrent or concurrent network users/workstations can only be obtained by Dealers



or End Users directly from CHS, upon registration and payment of the extra licence royalties as applicable, unless the Licensee is authorized in writing by CHS to supply such licences.

2.5 It is acknowledged and agreed by the Licensee that CHS may, at its discretion and on any terms and conditions that CHS may choose, provide the CHS Products directly to any Canadian federal or provincial government department and/or agency, to any Canadian university or other educational institution, to any not-for-profit organization, to any hydrographic office, or to any other third party, except that such terms and conditions shall include a condition that the recipient can only use the data for non-commercial purposes, which may include sales by the recipient.

2.6 If any of the Licensee's places of business change location or if a location is closed or added, the Licensee shall notify CHS sixty (60) days prior to such change.

3.0 INTELLECTUAL PROPERTY

3.1 The Crown's Intellectual Property Rights in and to the CHS Products and Updates shall at all times remain the property of the Crown. The Licensee shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by the Crown of its Intellectual Property Rights in and to the CHS Products and Updates.

3.2 All title and Intellectual Property Rights in and to CHS' crest, logos, and any other CHS trade mark, trade name, trading style, official mark, commercial designation, social media identifier or domain name associated with the CHS Products and Updates or used by CHS at any time (the "CHS Identifiers") shall at all times remain the property of the Crown. The Licensee shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership of the CHS Identifiers by the Crown. The Licensee shall not during or after the expiry or termination of this Agreement, without the prior written consent of CHS, use or adopt any trade mark, trade name, trading style, commercial designation, social media identifier or domain name that includes or is similar to or may be mistaken for the whole or any part of any CHS Identifier.

3.3 All third party intellectual property contained in the CHS Products and Updates is the property of their respective owners and may be protected by copyright, other intellectual property laws, common law or international treaties.

3.4 The Licensee will not alter, obscure, remove, conceal or otherwise interfere with any eye-readable or machine readable marking on the CHS Products and Updates or their packaging which refers to the Crown's Intellectual Property Rights in the CHS Products and Updates.

3.5 The Licensee shall promptly notify CHS of any infringement by others of the Crown's Intellectual Property Rights in CHS Products and Updates, and CHS Identifiers, when such becomes known to the Licensee and where possible provide a sample of such infringement to CHS, and co-operate with CHS in enforcing the Crown's Intellectual Property Rights in the same.

3.6 CHS shall determine in its sole discretion whether to take action with regard to any infringement of the Crown's Intellectual Property Rights in the CHS Products and Updates or CHS Identifiers. The Licensee shall, at CHS's request, cooperate in every reasonable aspect in the preparation of such action including making available to the CHS records, information, evidence and testimony by the employees of the Licensee relevant to the infringement. In the event the Licensee is required to cooperate in such action, CHS shall reimburse the Licensee for reasonable out-of-pocket expenses incurred by the Licensee, provided they have been approved in advance in writing by CHS.



3.7 Neither the Licensee nor its Dealers shall take any action to compel the Crown to take any action with regard to such infringement, or to claim damages from the Crown for failure to do so.

3.8 CHS has the right to terminate this Agreement without notice or payment of any compensation, if CHS in its sole discretion determines that the Licensee or its Sublicensed Dealers are offering for sale or selling any data or products which infringe the Crown's Intellectual Property Rights in the CHS Products and Updates or the CHS Identifiers.

4.0 PAYMENT OF FEES/ROYALTIES

4.1 In consideration of the rights and licences granted under this Agreement, the Licensee shall pay the Crown the Fees and Royalties as prescribed in Schedule "B" attached hereto, in the manner set out in said Schedule.

5.0 CHS PROVISION OF PRODUCTS AND UPDATES

5.1 CHS will post a list of CHS Products on the CHS website at www.charts.gc.ca, and will announce Updates on www.notmar.gc.ca.

5.2 CHS will provide the Licensee with the CHS Products and Updates as requested by the Licensee.

5.3 CHS shall have the sole discretion to determine whether a particular product is considered a product update or a new product. Any new Product as determined by CHS will be added to Schedule "A" and posted on the CHS website at www.charts.gc.ca. CHS assumes no obligation for the provision of new Products, or liability for the failure to provide new Products, or notices in relation thereto, to the Licensee.

5.4 The Licensee shall only distribute the most recent edition of the CHS Products to its Dealers.

5.5 CHS shall notify the Licensee each time there is a cancellation, new Product or change in the edition date of a chart or publication, such notification to the Licensee to be provided in *Notices to Mariners*, CHS monthly dealer newsletters, or any other method which may be determined in CHS' sole discretion.

5.6 CHS shall determine the form and manner for accepting orders from the Licensee.

5.7 CHS reserves the right to limit quantities of CHS Products shipped to the Licensee.

5.8 CHS reserves the right to limit returns of CHS Products from the Licensee.

5.9 CHS shall allow credit for unsold Obsolete CHS Products as prescribed in Schedule "E" attached hereto.

5.10 CHS in its sole discretion shall determine the method of shipping CHS Products to the Licensee. The Licensee may request special handling, in which case the Licensee shall reimburse CHS the cost of shipping and handling, and any applicable taxes.

5.11 The Licensee may provide its Dealers and End Users with CHS Digital Product Updates during the term of their licence agreements. CHS will make such updates available to the Licensee, its Dealers and End Users during the term of licences. Information on how to obtain Updates will be posted on the CHS website at www.charts.gc.ca. CHS assumes no obligation for the provision of Updates, or notices in relation thereto, to the Licensee, its Sublicensed Dealers or End Users.



6.0 PROMOTION, DEALER SUBLICENSING, INVENTORY MANAGEMENT, ORDERING, DEALER AND END USER SUPPORT AND UPDATES, PRICING AND SENC SERVICES

Promotion

- 6.1 The Licensee shall stock the current chart catalogues for all of Canada and make this information available to all the Dealers and to the public.
- 6.2 The Licensee shall display and require Dealers to display or make available, for customer use, the latest issue of Canadian *Notices to Mariners*.
- 6.3 The Licensee shall require that Dealers advertise the chart sales service at least locally.
- 6.4 The Licensee shall ensure their Sublicensed Dealer Agreement provides that Sublicensed Dealers display the bilingual “Authorized CHS Chart Dealer” poster and/or decal in a prominent location, either in a front window or adjacent to the chart storage facilities.

Dealer Sublicensing

- 6.5 The Licensee shall keep appropriate stock of the Products for the geographical area covered by this agreement and maintain the Products inventories in a clean, organized area.
- 6.6 The Licensee shall, prior to use, provide CHS with a copy of the Licensee's Dealer Sublicence Agreement for approval. CHS shall make its best efforts to provide a response within thirty (30) days, such approval not to be unreasonably withheld, provided the Licensee's Dealer Sublicence Agreement is consistent with this Agreement. The Licensee agrees not to use the Licensee's Dealer Sublicence Agreement prior to receiving approval from CHS.
- 6.7 The Licensee shall provide CHS with information pertaining to the name and business location of Sublicensed Dealers, and CHS shall include some or all of the names of each of the Licensee's Sublicensed Dealer on its dealer locator on the CHS web site at www.charts.gc.ca and in printed CHS chart catalogues.
- 6.8 The Licensee shall provide CHS with updated information within two weeks of the Licensee sublicensing a new dealer or authorizing a change in ownership, address or status of a Sublicensed Dealer so that CHS can advertise these changes.

Inventory Management

- 6.9 The Licensee shall retain an appropriate inventory of the CHS Products for the geographic area serviced by the Licensee and its Dealers and maintain the CHS Products inventory in a clean, organized area.
- 6.10 The Licensee shall store CHS paper charts flat on shelves, or in alternative types of storage facilities that are approved in writing by CHS.
- 6.11 The Licensee shall immediately remove Obsolete items from inventory upon receiving notification of Obsolete Products and shall immediately notify all the its Sublicensed Dealers that these Products have become Obsolete and require they be returned or destroyed and not be distributed to anyone.
- 6.12 The Licensee shall provide to the CHS, on a request basis, the Licensee's inventory information, which will be held in confidence by CHS.



6.13 The Licensee shall permit authorized CHS representatives to inspect the Licensee's and Dealers' inventory and Product sales facilities without prior notification and permit the CHS representatives to remove Obsolete Products from the Licensee's or Dealers' inventory.

6.14 The Licensee shall inspect each of the Sublicensed Dealers at least once every two years to ensure Products are current and that the terms and conditions of the Dealer Sublicence Agreement are being complied with, and provide CHS with summaries of the inspection reports.

Ordering from CHS

6.15 The Licensee shall order and provide any Products requested by a Dealer.

6.16 The Licensee shall use the official CHS chart and related publications order form when ordering CHS Products.

6.17 All sales are final, except where the Licensee returns items damaged in shipment, or where incorrect items were supplied or where Obsolete products are returned within the terms and conditions of this licence. Any shortages in orders must be reported to CHS within seven (7) days of receipt of an order.

Dealer and End User Support and Updates

6.18 The Licensee shall provide all Dealer support.

6.19 The Licensee and its Dealers shall provide all End User support.

6.20 The Licensee shall make its best effort to respond to a Dealer enquiry regarding CHS Products and Updates within five (5) days of receipt. All costs, if any, incurred by the Licensee in relation to Dealer support for CHS Products and Updates shall be borne solely by the Licensee.

6.21 The Licensee shall make its best efforts to deliver any CHS Products and Updates ordered by the Dealer within five (5) days of such order.

6.22 The End User Licence Agreement is contained within the CHS Digital Products themselves and must be accepted by the End User prior to use. The Licensee agrees that it and its Dealers will not alter any End User Licence Agreement in any way without the prior written consent of CHS. The Licensee undertakes to advise prospective Dealers and End Users of the terms of the End User Licence Agreement prior to the taking of any order.

6.23 In the case of CHS Digital Products, the Licensee will ensure its Sublicensed Dealers advise End Users at the time of sale whether the Sublicensed Dealer will be providing the Updates to the End User or whether the End User is responsible for obtaining any product Updates as set out in the CHS End User Licence Agreement ("CHS EULA").

6.24 The Licensee and its Dealers shall make its best effort to respond to an End User enquiry regarding CHS Products and Updates within five (5) days of receipt. All costs, if any, incurred by the Licensee in relation to End User support for CHS Products and Updates shall be borne solely by the Licensee.

6.25 The Licensee and each of its Sublicensed Dealers shall subscribe to Canadian *Notices to Mariners*. CHS shall, upon request, provide the Licensee with an advance copy of Canadian *Notices to Mariners*, as available, at the same time as the validated package of information sent to Canadian Coast Guard for publication in *Notices to*



Mariners is provided to CHS correcting dealers, if the Licensee or any of its Sublicensed Dealers are correcting dealers.

6.26 The Licensee shall ensure that the individual(s) responsible for managing the Licensee's Dealer network and for purchasing and maintaining the Licensee's inventory of Products, reads, as a minimum, Section 1 of the monthly Canadian *Notices to Mariners*, compiles and forwards to Dealers lists of Obsolete Products and new Products impacting the geographical area for which the Licensee serves.

6.27 CHS shall notify the Licensee each time there is a change in the edition date of a chart or publication, such notification to the Licensee shall be given by the Canadian *Notices to Mariners*, or any other method which may be determined in CHS' sole discretion.

Pricing

6.28 The Licensee shall ensure its Dealers sell CHS Paper Products to the public at retail prices in Canadian funds, equivalent to the Fees set by the Crown in the *Nautical Charts and Related Publications Fees Order* (SOR/94-281) as amended from time to time and published in the *Canada Gazette*, which Fees shall be posted on the CHS website at www.charts.gc.ca. The Licensee may not set prices for CHS Paper Products.

6.29 The Licensee's Dealers may sell CHS Digital Products to the public at a selling price to be determined by the Licensee, but Royalties payable by the Licensee to CHS for sales of CHS Digital Products are based on the Suggested Retail Price and calculated in accordance with Schedule "B" hereto.

6.30 The Licensee's Dealers may distribute Instructional Charts to recognized training institutions with the prior written consent of CHS and at a discount as prescribed in Schedule "B" and with payment to the Crown as prescribed in Schedule "B" attached hereto.

SENC Services

6.31 The Licensee's Dealers may distribute ENCs in SENC format under the following conditions:

(a) the SENC creation and distribution process is conducted in accordance with *IHO Technical Resolution A3.11* as amended from time to time;

(b) the SENC creation process is compliant with *IHO S-52*, paragraph 3.3, as amended from time to time;

(c) the Licensee holds a type-approval certificate for SENC conversion issued by a type-approval body recognized by CHS, a copy of which is attached to this agreement as Schedule "H", and that certification has not been revoked and continues to be recognized by CHS; and

(d) there is a one-to-one relationship between CHS's official hydrographic office ENC and its Updates, and the resulting SENC, with no addition or loss of data.

7.0 REPORTS

7.1 The Licensee agrees to provide CHS with reports prescribed in Schedule "C" attached hereto, in the manner set out in said Schedule.

8.0 RETURNS AND EXCHANGES

8.1 Returns and exchanges shall be made in accordance with the terms set out in Schedule "E".



9.0 OFFICIAL LANGUAGES

9.1 As required by the *Official Languages Act*, services provided to the public on behalf of the Government of Canada in certain locations must be provided in both official languages. Accordingly, if the Licensee, or any of its Sublicensed Dealers, is carrying on business in one of the locations listed in Schedule “F”, the Licensee or its Sublicensed Dealer shall provide, and if the Licensee or its Sublicensed Dealer is carrying on business in one of the locations listed in Schedule “G”, may be required by the Crown to provide promotional materials, websites, boat show displays, responses to requests for products, and product support in both official languages of Canada.

10.0 MARKETING

10.1 The Licensee shall not use any marketing or promotional material for CHS Products or Updates which misrepresents or brings into disrepute the reputation of the Crown or CHS.

10.2 The Licensee shall ensure that all verbal, written or electronic marketing and promotional material clearly and correctly indicates the year and edition of the CHS Products and Updates, and shall not make any direct or indirect claims or representations that they relate to any other year or edition.

10.3 The Licensee will provide at its own expense, advertising and publicity for the CHS Products and Updates comparable to the advertising and publicity provided by the Licensee for other goods of similar type which it distributes.

10.4 CHS shall provide the Licensee with:

- (a) CHS’s display decals and/or posters (one for each Dealer in the Licensee’s network);
- (b) Catalogues for each dealer in the Licensee’s network;
- (c) Chart and related publication order forms;
- (d) Price list for Nautical Charts & Publications; and
- (e) Obsolete nautical chart and publication credit form.

11.0 TERM

11.1 This Agreement is effective when signed by both parties, and shall remain in effect for five (5) years, subject to clause 12.0 below. Any extension of this term shall be in the form of an amendment to this Agreement, as set out in clause 19.1.

12.0 TERMINATION

12.1 Notwithstanding clause 11.0 above, this Agreement may be terminated prior to its expiration:

- (a) automatically and without notice, if the Licensee commits or permits a breach of any of its covenants or obligations under this Agreement and fails to remedy such breach within thirty (30) days of being notified in writing of such alleged breach by CHS to the reasonable satisfaction of CHS;
- (b) upon written notice of termination without cause by either party at any time, and such termination shall take effect ninety (90) days after the receipt by the other party of such notice;



- (c) if there is a change in ownership of the Licensee's business as described in this agreement as the Licensee;
- (d) if the Licensee becomes insolvent or seeks protection under insolvency or creditor protection legislation;
- (e) if CHS in its sole discretion determines that the Licensee is using marketing or promotional material for CHS Products and Updates which misrepresents or brings into disrepute the reputation of the Crown or CHS; or
- (f) upon mutual written agreement of the Parties.

12.2 Upon the expiration or termination of this Agreement, for whatever reason:

- (a) the Licensee's rights under clause 2.0 shall immediately cease, and the Licensee:
 - (i) shall deliver to CHS any payments and interest payable at the time of expiration or termination;
 - (ii) shall deliver to CHS a final sales report containing the information set out in Schedule "C";
 - (iii) shall deliver a detailed statement to CHS of the inventory of CHS Products and Updates then existing and not sold by the Licensee as of the date of expiration or termination;
 - (iv) may continue to sell the CHS Products and Updates to complete orders which were received before the termination date of this Agreement, notwithstanding clause 12.2(a), provided that the Licensee shall:
 - (A) make payment to CHS as required by clause 4.0 and Schedule "B"; and
 - (B) continue to fulfil its reporting obligations set out in clause 7.0 and Schedule "C" attached hereto.
 - (v) shall maintain records using Generally Accepted Accounting Principles providing data that would allow CHS to calculate and easily audit any payment under this Agreement for two years after termination or expiry of this Agreement, unless CHS has agreed otherwise in writing;
 - (vi) shall remove the CHS Identifiers and any other materials related to this agreement from the Licensee's or any other websites, social media, marketing or promotional literature under the Licensee's control;
 - (vi) shall return or destroy, at its expense, as CHS shall instruct, no later than sixty (60) days thereafter, all CHS Products and Updates, all Crown intellectual property, other reproduced material, documentation, technical information and any other data supplied to the Licensee during the continuance of this Agreement and all and any copies made of the whole or any part of the same; and the Licensee shall furnish CHS with a certificate certifying that the same has been done; and
 - (vii) shall deliver any additional written report setting out all information as reasonably required by CHS;
- (b) the Licensee's obligations under clauses 16.0 and 24.0 shall survive expiration or termination.



GENERAL

13.0 Applicable Law

13.1 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the province in which the head office of the Licensee is located, and of Canada, or if the head office of the Licensee is not located in Canada, then by the laws of Ontario and of Canada.

14.0 Assignment

14.1 This Agreement or any part thereof shall not be assigned without the prior written consent of CHS.

14.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and permitted assigns.

15.0 Benefits Arising from Agreement

15.1 No member of the House of Commons shall be admitted to share any benefits that may arise from the present Agreement.

15.2 No former public-office holder who is not in compliance with the post-employment provisions of the *Conflict of Interest and Post-Employment Code for the Public Service* may derive a direct benefit from the present Agreement.

15.3 Subject to current and future policies of the Government of Canada, no company or organisation based in a country subject to any international sanction governed by the *United Nations Act, R.S. 1985 c. U-2* shall be admitted to share any benefit that may arise from the present Agreement.

16.0 Confidentiality

16.1 CHS has provided and may from time to time provide to the Licensee certain confidential information relating to the CHS Products and Updates or other products or marketing or support thereof and the Licensee may otherwise obtain confidential information concerning the affairs of CHS.

16.2 The Licensee agrees that it will use such confidential information solely for the purposes of this Agreement and that it shall not disclose, whether directly or indirectly, to any third party such information other than as required to carry out the purposes of this Agreement. In the event of and prior to such disclosure, the Licensee will obtain from such third parties duly binding agreements to maintain in confidence the information to be disclosed to the same extent at least as the Licensee is so bound under this Agreement.

16.3 Subject to clause 16.4 below, any information provided by one Party to another shall be treated as confidential if clearly marked as confidential. Each Party (the "First Party") agrees not to disclose any confidential information of the other Party (the "Other Party") unless:

- (a) the Other Party consents in writing to the disclosure;
- (b) the information is or becomes public without breach of the Agreement by the First Party;
- (c) the information was known to the First Party prior to the date it was provided by the other Party;
- (d) the information is provided to the First Party by a third party who does not owe a duty of confidentiality to the other Party; or



(e) the First Party has a legal obligation to disclose the information.

16.4 The Licensee acknowledges that the Crown is subject to the *Access to Information Act, R.S. 1985, c. A-1*, and the *Privacy Act, R.S. 1985, c.P-21*, as amended from time to time, and that this Agreement is subject to the Crown's obligations under those statutes.

16.5 The Licensee acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, CHS shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement without the necessity of proof of actual damage. The Licensee hereby waives any requirement for the posting of a bond or other security in connection with the granting to CHS of such equitable relief.

17.0 Dispute Resolution

17.1 If a dispute arises between the parties concerning this Agreement, the parties shall attempt to resolve the matter by negotiation, mediation or arbitration in accordance with the federal *Commercial Arbitration Act, R.S.C. 1985, c. 17 (2nd Supp.)*, as amended from time to time. Location of the arbitration or mediation shall be Ottawa, Ontario unless otherwise mutually agreed to.

18.0 Due Diligence

18.1 The Licensee shall use due care, skill and diligence in the exercise of its rights under this Agreement and shall take all reasonable precautions and actions to ensure that neither the CHS Products and Updates nor any portion of them are used, reproduced, distributed or otherwise made available except in accordance with the terms of this Agreement.

18.2 The Licensee shall diligently monitor and enforce any and all agreements it enters into in the exercise of its rights hereunder.

19.0 Entirety of Agreement

19.1 This Agreement including the recitals and Schedules "A", "B", "C", "D", "E", "F", "G", "H" and "I" attached hereto and incorporated herein constitute the entire agreement between the parties with respect to its subject matter and supersedes any prior agreements or communications of any kind between the parties. This Agreement may only be amended in writing, signed by both parties, which expressly states the intention to amend this Agreement.

20.0 Language of Agreement

20.1 The Agreement is written in English at the request of the Licensee; cette entente a été rédigée en anglais à la demande du titulaire de licence.

21.0 Licensee Not a Partner or Representative

21.1 It is agreed and understood that for the purposes of this Agreement, the Licensee is not a partner or representative of the Crown, will not represent itself as such and has no authority or power to bind or contract in the name of or to create any liability against the Crown in any way or for any purpose, save and except in compliance with section 2.2 of this Agreement, and subject to the liability provisions in section 24 of this Agreement.



21.2 The Licensee shall not incur any liability on behalf of the Crown or in any way make any contract binding upon the Crown.

21.3 The Licensee shall, in all correspondence and other dealings relating directly or indirectly to the licensing or other transaction relating to the CHS Products or Updates, clearly indicate that it is acting as Licensee and not as author or owner of the CHS Products or Updates.

22.0 Notices

22.1 Any notices or other communications under this Agreement shall be in writing and shall be addressed to:

In the case of the Crown/CHS:

Canadian Hydrographic Service
200 Kent Street
Ottawa, ON K1A 0E6
Fax: 613-993-4658
Email: chsinfo@dfo-mpo.gc.ca
Attention: Intellectual Property and Licensing

And in the case of the Licensee, to:

23.0 Records and Audits

23.1 The Licensee shall keep true and accurate books and records, using Generally Accepted Accounting Principles, and maintain such books and records during the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement. Such books and records shall provide sufficiently detailed information to allow the Crown or its authorized auditors to calculate and easily audit any payment required to be made to the Crown under this Agreement and ascertain fulfilment of all other obligations of the Licensee under this Agreement.

23.2 The Licensee shall upon ten (10) days' prior written notice provide access to the Crown or its authorized auditors, at the Crown's expense, to the Licensee's premises, during reasonable working hours, to make periodic audits of its books and records, relevant to the determination of Fees and Royalties payable to the Crown under this Agreement and otherwise pertaining to the Licensee's obligations under this Agreement.

23.3 The Licensee shall allow the Crown or its authorized auditors, at the Crown's expense, to make and keep any necessary copies of the records, as the Crown or its authorized auditors reasonably deem necessary, and permit access to relevant employees.

23.4 The provisions of this clause 23 shall continue in full force and effect for a period of two (2) years following expiration or termination of this Agreement.



24.0 Representations, Warranties and Indemnities

24.1 The Licensee understands and agrees that the Royalty rates in this Agreement have been determined based upon the limitations of the Crown's liability set out in this Agreement.

24.2 The Licensee and its Dealers shall have no recourse against the Crown, whether by way of any suit or action or otherwise, for any loss, liability, damage or cost that the Licensee may suffer or incur at any time, by reason of the Licensee's possession or use of the CHS Products and Updates or Updates, or arising out of the exercise of its rights hereunder, except that the Crown does not limit or exclude its liability upon a court's finding of liability attaching to the Crown for death or personal injury caused by the negligence of the Crown's employees, agents or contractors, provided the death or personal injury arose out of the navigational use of the licensed CHS Products and Updates or Updates, and provided the CHS Products and Updates being used were up-to-date as required by the *Charts and Nautical Publications Regulations, 1995* (SOR /95-149) under the *Canada Shipping Act, 2001* S.C. c.26, as amended from time to time.

24.3 Except as described in clause 24.2 above, the Crown's total liability to the Licensee, whether directly to it or by reason of indemnity or contribution in respect of the Licensee's liability to any third party, or any acts or omissions of the Crown's employees, agents or contractors shall be limited to the sum of all payments due to the Crown in accordance with clause 4.1 above during the term of this Agreement (or in the case of multi-year agreements, for the year) in which the claim arose. This limit of liability shall apply separately to each and every claim against the Crown provided that where any act or omission or series of two or more acts or omissions give rise to more than one claim, the limits shall apply to the aggregate of all claims as though they were a single claim.

24.4 Notwithstanding anything else contained in this Agreement, the Crown shall not be liable to the Licensee for:

- a) the Licensee's loss of profits, revenues or goodwill or loss of anticipated savings or gains, or any such loss or damage incurred by the Licensee as a result of any payment by the Licensee to a third party as a result of an action brought by a third party;
- b) any indirect or consequential loss, or any such loss or damage incurred by the Licensee as a result of any payment by the Licensee to a third party as a result of an action brought by a third party even if the loss was reasonably foreseeable or the Crown had been advised by the Licensee of the possibility of it being incurred and whether arising from negligence, breach of contract or of statutory duty or otherwise; or
- c) any claim which has not been notified to the Crown within thirty days of the date on which the Licensee knew, or should have reasonably known of the existence of grounds for such claim.

24.5 Except as stated in clause 24.6 below, neither the Crown, nor its ministers, officers, employees, or agents make any representation or warranty of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the CHS Products and Updates or Updates and they expressly disclaim any implied warranty of merchantability or fitness for a particular purpose of the CHS Products and Updates.

24.6 CHS warrants that for a period of thirty (30) days from the date of delivery of a particular CHS Product to the Licensee that the product so delivered is free from defects in materials. The Licensee shall notify CHS in writing of any such defect within the warranty period. CHS may at its discretion, repair or replace the products which prove to be defective.

24.7 The Licensee represents and warrants:



- (a) that it has the capacity and resources to exercise the rights herein granted to it and to fulfil its obligations under this Agreement; and
- (b) that there are no legal impediments to the carrying out of the Licensee's rights and obligations under this Agreement.

24.8 CHS shall not be under any liability to the Licensee, its Dealers or to any other party in any way whatsoever for destruction, damage, delay or any other matters of any nature whatsoever arising out of power outages, computer failure, war, rebellion, civil commotion, strikes, lock-outs, industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, bad weather, or the unavailability of deliveries, supplies, CHS Products, Updates, disks or other media; or the requisitioning or other act or order by any government department, council or other constituted body.

24.9 The Licensee shall indemnify and save harmless the Crown from and against and be responsible for all claims, demands, losses, costs, including solicitor and client costs, damages, actions, suits, or proceedings, by whomsoever made, brought, and prosecuted, in any manner based upon, arising out of, related to, occasioned by, or attributable to:

- (a) any breach of contract of the Licensee, or its employees or agents, relating to the distribution, offering for sale, or sale of CHS Products and Updates; or
- (b) any tortious acts, omissions or conduct of the Licensee, or its employees or agents, relating to the distribution, offering for sale, or sale of CHS Products and Updates.

25.0 Security Procedures

25.1 The Licensee shall ensure that adequate security procedures are in place within the Licensee's premises to protect the Crown's rights and interests in the CHS Products and Updates and these measures shall not be less than those used to protect the Licensee's own valuable commercial property or information.

26.0 Waiver

26.1 Failure or neglect by the Crown to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Crown's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement, nor prejudice the Crown's rights to take subsequent action.

27.0 Independent Legal Advice

27.1 The Licensee acknowledges that it has had adequate opportunity to obtain independent legal advice with respect to the terms of this agreement prior to its execution.

28.0 Severance

28.1 If any provision of this Agreement is found by a court or arbitral panel to be wholly or partly invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall remain valid and enforceable and this Agreement shall be construed as if that provision had never existed.



29.0 Lobbyist Registration

29.1 Any person lobbying on behalf of the Licensee must be registered pursuant to the *Lobbying Act*.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of the Department of Fisheries and Oceans, and acting through the Canadian Hydrographic Service

by: _____
(signature)

Geneviève Bécharé

(printed name)

Director General, Canadian Hydrographic Service and
Hydrographer General of Canada

(title)

(date)

AUTHORIZED SIGNING AUTHORITY ON BEHALF OF THE LICENSEE

by: _____
(signature)
I have authority to bind the corporation.

(printed name)

(title)

(date)



SCHEDULE “A”**DESCRIPTION OF CHS PAPER PRODUCTS**

“CHS Paper Products” shall consist of the following, as available:

- Nautical Charts
- Bathymetric Maps
- Tide and Current Tables
- Sailing Directions
- Chart Catalogues
- Chart No. 1 - Symbols, Terms and Abbreviations
- Tide and Current Atlases
- Canadian Tidal Manual
- Instructional Charts
- Updates to the foregoing, in CHS' sole discretion
- Other paper products as may be provided from time to time, in CHS's sole discretion

DESCRIPTION OF CHS DIGITAL PRODUCTS

“CHS Digital Products” shall consist of the following:

- CHS Digital Products, as available:
 - Electronic Navigational Charts (“ENCs”):
 - Shrinkwrap Collections on physical media
 - Non-shrinkwrap Collections in electronic form¹
 - Individual ENC(s) on physical media
 - Individual ENC(s) in electronic form¹
 - BSB Raster Navigational Charts (“RNCs”):
 - Shrinkwrap Collections on physical media
 - Non-shrinkwrap Collections in electronic form¹
 - Individual RNC(s) on physical media
 - Individual RNC(s) in electronic form¹
- CHS Digital Tide and Current Products¹, as available
- CHS Digital Sailing Directions Products¹, as available
- Updates to the foregoing, in CHS's sole discretion
- Other digital products as may be provided from time to time, in CHS's sole discretion

¹ CHS, in its sole discretion, will deliver electronic files and decryption keys to the Licensee only.



SCHEDULE “B”**PAYMENT***Charges for CHS Paper Products*

In the case of CHS Paper Products, the Licensee shall pay to CHS **50%** of the published Fee for each CHS Paper Product ordered from CHS, plus applicable shipping, handling and taxes. CHS will invoice the Licensee at the time of ordering.

*Royalties for CHS Digital Products**Royalties for Non-Reproducible CHS Digital Products – ENC CDs, ENC Collection CDs, RNC CDs and RNC Collection CDs*

In the case of CHS ENC CDs, ENC Collection CDs, RNC CDs and RNC Collection CDs (the “Non-Reproducible CHS Digital Products”), the Licensee shall pay to CHS **50%** of the Suggested Retail Price for each Non-Reproducible Product ordered from CHS, plus applicable shipping, handling and taxes. CHS will invoice the Licensee at the time of ordering. Payment is due Net 30 days from the invoice date.

Royalties for Reproducible CHS Digital Products – ENCs and ENC Collections and RNCs and RNC Collections

In the case of CHS ENCs, ENC Collections, RNCs and RNC Collections delivered by CHS to the Licensee as electronic files (the “Reproducible CHS Digital Products”), the Licensee shall pay to CHS:

- 1) an Access Royalty at the rate of **50%** of the Suggested Retail Price for the first copy of each ENC or ENC Collection or RNC or RNC Collection electronically delivered to the Licensee, plus applicable shipping, handling and taxes. In the event that individual ENCs or RNCs are requested on physical media, additional handling charges will apply. CHS will invoice the Licensee at the time of ordering; plus
- 2) a Sales Royalty at the rate of **50%** of the Suggested Retail Price for the second and each subsequent copy of the ENC Collection or individual ENC or RNC Collection or individual RNC sold by the Licensee. Sales Royalties will be calculated quarterly, at the end of the quarter, based on Net Revenue earned (not revenue received) by the Licensee during the quarter from sales of the ENC Collection(s) or individual ENC(s) or RNC Collection(s) or individual RNC(s). The Licensee shall provide CHS with a quarterly sales report within 15 days from the end of each calendar quarter in accordance with Schedule “C” of this Agreement. CHS will invoice the Licensee quarterly.

However, in the case of a Short Term EULA as set out in clause 2.2(b) of this Agreement, the royalty rate shall be as follows:

- 1) three (3) months' licence: 18% of the Suggested Retail Price
- 2) six (6) months' licence: 30% of the Suggested Retail Price
- 3) nine (9) months' licence: 40% of the Suggested Retail Price

For the purposes of this agreement, Revenue is calculated by multiplying the price at which the CHS Products are sold by the number of units or amount sold or distributed.

Net Revenue is the amount of money that a company actually receives during a specific period, including discounts and deductions for returned merchandise.



Charges and royalties shall be calculated and paid in Canadian currency.

Discount for Sales to Accredited Training Institutions

The Licensee's and its Dealers may provide a 30% discount to accredited training institutions for CHS Products, in which case the Licensee shall pay CHS 35% of the applicable Fee for CHS Paper Products and 35% of the Royalty based on Suggested Retail Price for CHS Digital Products, plus applicable shipping, handling and taxes.

Payment Terms and Credit Limit

The Licensee shall pay all account statements Net 30 days from the statement date, in Canadian funds.

When making Payments, the Licensee shall include the tear-off portion of the Licensee's statement.

Payments shall be calculated and paid in Canadian currency. CHS reserves the right to refuse payment if the payment is not in Canadian currency.

Payments shall be effected by means of credit card accepted by CHS, bank drafts drawn on a Canadian bank, money order, or a **cheque payable to the Receiver General for Canada** and delivered to the following address:

Canadian Hydrographic Service
200 Kent Street (12S036)
Ottawa, Ontario K1A 0E6
Attention: Client Services

Payment shall clearly indicate the CHS Super-Dealer Agreement number and invoice number(s).

CHS reserves the right to determine method of payment.

CHS reserves the right to require pre-payment of all orders.

CHS reserves the right to decide, in its sole discretion, a credit limit for the Licensee and reserves the right not to process orders if the Licensee has exceeded the Licensee's credit limit.

Invoices which are payable but have not been paid by the due date shall accrue interest from the moment they are due at the rate set out in the *Interest and Administrative Charges Regulations, SOR/96-188* as amended from time to time.

In the event of non-payment within the prescribed time period, CHS shall be entitled to:

- 1) require pre-payment prior to shipping or electronic delivery;
- 2) withhold delivery of any CHS Products to the Licensee, notwithstanding that orders for CHS Products have been accepted by CHS;
- 3) revoke or refuse renewal of the Licensee's licence;
- 4) repossess any copies of the CHS Products for which payment has not been received by CHS, and any documentation, records or information relating thereto;
- 5) a judicial order authorizing a search of the premises of the Licensee or any premises in which the CHS Products are or are reasonably believed by CHS, to be kept, stored or used, if there are reasonable and probable grounds to believe that CHS Products are located therein. CHS shall be entitled to injunctive relief without the need for posting a bond or security.



SCHEDULE “C”**REPORTING REQUIREMENTS****Quarterly Sales Report for Sales by the Licensee of Non-Shrinkwrap Products**

The Licensee shall provide a quarterly report of sales of non-shrinkwrap Products to CHS, within 15 days from the end of each calendar quarter, which shall include at least the following:

- the total number of copies of each CHS Digital Product (with ENC's, RNC's, SENC's itemized separately) sold to Dealers during the quarter;
- the actual selling price for each CHS Digital Product (with ENC's, RNC's, SENC's itemized separately) sold to Dealers during the quarter;
- any related expenses deducted (discounts, returns)
- the total number of Updates delivered by the Licensee; and
- the Licensee's total sales revenues from sales of Non-Shrinkwrap CHS Digital Products during the quarter.

Six-month Sales Reports of CHS Products

Upon written request by CHS, the Licensee shall provide a six-month sales report to CHS by January 15 (for the period ending December 31 of the previous year), and July 15 (for the period ending June 30), which shall include at least the following:

- the total number of copies of each CHS Digital Product (with RNC's, ENC's, and SENC's Products itemized separately) sold to Dealers;
- the actual selling price for each CHS Digital Product (with RNC's, ENC's, and SENC's Products itemized separately) sold to Dealers;
- the Licensee's total sales revenues from sales of CHS Digital Products;
- Licensee's sales forecast for CHS Products for the upcoming six-month sales period; and
- the total number of Updates delivered by the Licensee.

Sales and Inventory Reports of CHS Products

Upon written request by CHS, the Licensee shall provide a sales report to CHS for CHS Paper Products for the time period specified by CHS, including a report on inventory of CHS Paper Products held by the Licensee.

Licensee's Financial Statements

CHS reserves the right to require the Licensee to provide CHS, within ninety (90) days following the end of the Licensee's fiscal year, in either English or French:

- (a) a copy of its latest annual report, including audited profit and loss statements and balance sheet; or
- (b) an audited statement of its revenues from the sale of CHS Products.

Any information contained in the Licensee's financial statements or audited revenue statements marked “confidential” will be kept confidential by CHS.



Inspection of Books

CHS reserves the right to inspect the Licensee's books (or to appoint accounting experts, at its discretion) to confirm the accuracy of the Licensee's reports at any time during the term of this Agreement and for two (2) years afterwards.



SCHEDULE “D”

SUPER-DEALER APPLICATION FORM - CONFIDENTIAL WHEN COMPLETED

Copy of completed and signed Canadian Hydrographic Service Dealer Application Form to be attached (available at charts.gc.ca).



SCHEDULE “E”

RETURNS AND EXCHANGES

Dealer Returns to Licensee

The Licensee shall instruct its Dealers with regard to the process for obtaining credit for Obsolete stock from the Licensee, shall collect this information from the Dealers and complete the “Obsolete Nautical Chart and Publication Credit Form” on behalf of its Dealers and return it to CHS for credit, accompanied by proof of destruction of Obsolete Products, within sixty (60) days from the date of official notification, or in the case of information supplied by Dealers who run seasonal operations, within ninety (90) days of beginning seasonal operations, the dates of each season being the dates stated in the Dealer Sublicence Agreement between each Dealer and the Licensee, with a maximum credit of fifty (50) copies.

Licensee Returns to CHS

CHS will allow credit for unsold Obsolete CHS Products returned at the Licensee's expense to CHS within sixty (60) days from the date of posting notice of a new edition in accordance with clause 5.0 of this Agreement, or in the case of seasonal operations, within sixty (60) days of the beginning of seasonal operations as stated in the Licensee’s Dealer application form, or May 31, whichever day comes first.

Defective Products

CHS will allow credit for defective Products upon the Licensee returning them at CHS' expense, in accordance with clause 24.6 of this Agreement. CHS will credit the Licensee for the cost of returning the defective products to CHS, provided the Licensee returns them using Canada Post Xpresspost or as directed by CHS.

Returns on Expiration or Termination of This Agreement

CHS will allow credit for CHS Products unsold upon expiration of this Agreement or after termination of this Agreement, in accordance with clause 12.0, upon the Licensee returning the unsold CHS Products to CHS at the Licensee's expense. Returns of publications in book form shall not exceed ten (10) copies **per Dealer** of each title shown in the CHS price list on www.charts.gc.ca.

All Products being returned for credit shall be accompanied by a completed *Obsolete Nautical Chart and Publication Credit Form* (see below).



SCHEDULE “F”

List of locations where, if the licensee is carrying on business in that location, the licensee is required to provide services in both official languages as set out in clause 9.1 of this agreement.

Province	Census Sub Division	Province	Census Sub Division
Alberta	Calgary	New Brunswick	Drummond (VL)
Alberta	Edmonton	New Brunswick	Dundas
Alberta	Falher	New Brunswick	Edmundston
Alberta	Smoky River No. 130	New Brunswick	Eel River Crossing
British Columbia	Vancouver	New Brunswick	Grand Falls (Grand-Sault)
British Columbia	Victoria	New Brunswick	Grande-Anse
Manitoba	De Salaberry	New Brunswick	Grimmer
Manitoba	Montcalm	New Brunswick	Hardwicke
Manitoba	Notre Dame de Lourdes	New Brunswick	Inkerman
Manitoba	Ste. Anne (T)	New Brunswick	Kedgwick
Manitoba	Winnipeg	New Brunswick	Lamèque
New Brunswick	Acadieville	New Brunswick	Le Goulet
New Brunswick	Addington	New Brunswick	Maisonnette
New Brunswick	Allardville	New Brunswick	Memramcook
New Brunswick	Alnwick	New Brunswick	Moncton (C)
New Brunswick	Atholville	New Brunswick	Neguac
New Brunswick	Balmoral (PAR)	New Brunswick	New Bandon
New Brunswick	Balmoral (VL)	New Brunswick	Nigadoo
New Brunswick	Bas-Caraquet	New Brunswick	Paquetville (PAR)
New Brunswick	Bathurst (C)	New Brunswick	Paquetville (VL)
New Brunswick	Bathurst (PAR)	New Brunswick	Petit Rocher
New Brunswick	Beaubassin East	New Brunswick	Pointe-Verte
New Brunswick	Beresford (PAR)	New Brunswick	Richibucto (PAR)
New Brunswick	Beresford (T)	New Brunswick	Richibucto (T)
New Brunswick	Bertrand	New Brunswick	Rivière-Verte (PAR)
New Brunswick	Boucouche	New Brunswick	Rivière-Verte (VL)
New Brunswick	Campbellton	New Brunswick	Rogersville (PAR)
New Brunswick	Cap-Pele	New Brunswick	Rogersville (VL)
New Brunswick	Caraquet (PAR)	New Brunswick	Saint John
New Brunswick	Caraquet (T)	New Brunswick	Saint Mary
New Brunswick	Carleton	New Brunswick	Saint-André
New Brunswick	Charlo	New Brunswick	Saint-Antoine
New Brunswick	Clair (VL)	New Brunswick	Saint-Basile
New Brunswick	Dalhousie (PAR)	New Brunswick	Saint-Charles
New Brunswick	Dalhousie (T)	New Brunswick	Sainte-Anne
New Brunswick	Dieppe	New Brunswick	Sainte-Anne-de-Madawaska
New Brunswick	Drummond (PAR)	New Brunswick	Sainte-Marie - Saint-Raphaël
New Brunswick	Saint-Léolin	Ontario	Mattawa
New Brunswick	Saint-Léonard (PAR)	Ontario	Mattice-Val Côté
New Brunswick	Saint-Louis	Ontario	Moonbeam
New Brunswick	Saint-Louis de Kent	Ontario	New Liskeard
New Brunswick	Saint-Paul	Ontario	North Glengarry
New Brunswick	Saint-Quentin (PAR)	Ontario	Oshawa
New Brunswick	Saint-Quentin (T)	Ontario	Smooth Rock Falls
New Brunswick	Saumarez	Ontario	St. Catharines-Niagara
New Brunswick	Shediac (PAR)	Ontario	St.-Charles



New Brunswick	Shediac (T)	Ontario	Sudbury, Unorganized, North
New Brunswick	Shippagan (PAR)	Ontario	The Nation Municipality
New Brunswick	Shippagan (T)	Ontario	Timmins
New Brunswick	St. Leonard	Ontario	Toronto
New Brunswick	Tracadie-Sheila	Ontario	Val Rita-Harty
New Brunswick	Wellington	Ontario	West Nipissing
Nova Scotia	Argyle	Ontario	Windsor
Nova Scotia	Clare	Prince Edward Is.	Lot 15
Nova Scotia	Halifax	Quebec	Ayer's Cliff
Nova Scotia	Inverness, Subd. A	Quebec	Blanc-Sablon
Nova Scotia	Richmond, Subd. C	Quebec	Bolton-Ouest
Ontario	Alfred and Plantagenet	Quebec	Bonne-Espérance
Ontario	Armstrong	Quebec	Bristol
Ontario	Black River-Matheson	Quebec	Chisasibi (TR)
Ontario	Bonfield	Quebec	Clarendon
Ontario	Casselman	Quebec	Côte-Nord-du-Golfe-du-
Ontario	Champlain	Quebec	Godmanchester
Ontario	Chapleau	Quebec	Grenville (CT)
Ontario	Cochrane	Quebec	Gros-Mécatina
Ontario	Cochrane, Unorg, North Pt	Quebec	Harrington
Ontario	Dubreuilville	Quebec	Hemmingford (CT)
Ontario	Dymond	Quebec	Hinchinbrooke
Ontario	East Hawkesbury	Quebec	Huntingdon
Ontario	Fauquier-Strickland	Quebec	Inukjuak (VN)
Ontario	French River	Quebec	Kitigan Zibi
Ontario	Greenstone	Quebec	Kuujuuaq (VN)
Ontario	Greater Sudbury	Quebec	Lac-Brome
Ontario	Haileybury	Quebec	Leslie-Clapham-et-Huddersfield
Ontario	Hamilton	Quebec	L'Isle-aux-Allumettes
Ontario	Hawkesbury	Quebec	Listuguj
Ontario	Hearst	Quebec	Low
Ontario	Kitchener	Quebec	Mistissini (TR)
Ontario	Iroquois Falls	Quebec	Morin-Heights
Ontario	Kapuskasing	Quebec	Montréal
Ontario	London	Quebec	Stanstead (CT)
Ontario	Markstay-Warren	Quebec	Stanstead (V)
Quebec	New Carlisle	Quebec	Sutton (CT)
Quebec	Ormstown	Quebec	Sutton (V)
Quebec	Potton	Quebec	Très-Saint-Sacrement
Quebec	Puvirnitq	Quebec	Waskaganish (TR)
Quebec	Quebec	Quebec	Waswanipi (TR)
Quebec	Saint-Augustin (M)	Quebec	Wemindji (TR)
Quebec	Shawville	Quebec	Whapmagoostui (TR)
Quebec	Sherbrooke	Saskatchewan	St. Louis No. 431
Quebec	Stanbridge East		



SCHEDULE “G”

List of locations where, if the licensee is carrying on business in that location, the licensee may be required by the crown to provide services in both official languages, as set out in clause 9.1 of this agreement.

Province	Census Sub Division	Province	Census Sub Division
	At least one office with bilingual services		At least one office with bilingual services
Alberta	Banff	Ontario	South Stormont
Alberta	Bonnyville	Ontario	Tiny
Alberta	Bonnyville No. 87	Prince Edward Island	Summerside
Alberta	Cold Lake	Quebec	Bedford (V)
Alberta	Lakeland County	Quebec	Brownsburg-Chatham
Alberta	St. Paul	Quebec	Cowansville
Alberta	St. Paul County No. 19	Quebec	Dunham
Manitoba	La Broquerie	Quebec	Eaton
Manitoba	Lorne	Quebec	Gaspé
Manitoba	Ste. Anne (RM)	Quebec	Lachute
New Brunswick	Fredericton	Quebec	L'Ange-Gardien (M)
New Brunswick	Kingsclear	Quebec	Magog (V)
New Brunswick	Lincoln	Quebec	Mont-Tremblant
New Brunswick	Miramichi	Quebec	Percé
New Brunswick	Moncton (PAR)	Quebec	Rawdon
New Brunswick	New Maryland (VL)	Quebec	Richmond
New Brunswick	Oromocto	Quebec	Rigaud
New Brunswick	Riverview	Quebec	Sainte-Adèle
Nova Scotia	Richmond, Subd. A	Quebec	Saint-Sauveur
Nova Scotia	Yarmouth (MD)	Quebec	Témiscaming
Nova Scotia	Yarmouth (T)	Quebec	Waterloo
Ontario	Blind River		
Ontario	Cornwall		
Ontario	East Ferris		
Ontario	Elliot Lake		
Ontario	Espanola		
Ontario	Essa		
Ontario	Kirkland Lake		
Ontario	Laurentian Valley		
Ontario	Manitouwadge		
Ontario	Marathon		
Ontario	Michipicoten		
Ontario	North Bay		
Ontario	North Dundas		
Ontario	North Stormont		
Ontario	Pembroke		
Ontario	Penetanguishene		
Ontario	Petawawa		
Ontario	South Glengarry		



SCHEDULE “H”

Licensee's Dealer Sublicence Agreement Template (to be attached).



SCHEDULE I - SENC TYPE APPROVAL CERTIFICATE

