



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

Revision to a Request for a Standing Offer

**Révision à une demande d'offre à
commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale
(OCPN)

The referenced document is hereby revised; unless
otherwise indicated all other terms and conditions of the
Offer remain the same.

Ce document est par la présente révisé; sauf indication
contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Major Projects Procurement Directorate/
Direction d'approvisionnement des grands projets

10 Wellington St. / 10, rue Wellington
Gatineau, Québec K1A 0S5

Title-Sujet Commercial Satellite Imagery Products or Data - REFRESH / Données ou produits d'imagerie satellitaire commerciale - MISE À JOUR	
Solicitation No. - N° de l'invitation E60SQ-120001/G	Date 2019-04-11
Client Reference No. - N° de référence du client E60SQ-120001	Amendment no. – No modif. 003
GETS Reference No. - N° de référence de SEAG PW-19-00860905	
File No. – N° de dossier 003st.E60SQ-120001	CCC No./N° CC – FMS NO. / N° VME
Date of Original Request for Standing Offer 2019-01-25 Date de la demande de l'offre à commandes originale	
Solicitation Closes – L'invitation prend fin at – à 2:00 PM on – le 2019-04-30	Time Zone Fuseau horaire Eastern Daylight Time (EDT) / Heure avancée de l'Est
Delivery Required - Livraison exigée See Herein - Voir ci-joint	
Address Enquiries to: - Adresser toutes questions à: Adriana Crncan	Buyer Id – Id de l'acheteur 003st
Telephone No. - N° de téléphone 613-858-9127	Email Address: Adriana.Crncan@tpsgc-pwgsc.gc.ca
Destination of Goods, Services and Construction: Destinations des biens, services et construction : Specified Herein Précisé dans les présentes	
Security – Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions : See Herein

Instructions : voir aux présentes

The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.	
Signature	Date
Name and title of person authorized to sign on behalf of Offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)	
For the Minister – Pour le Ministre	

TITLE: *Multiple National Master Standing Offers (NMSOs) for Commercial Satellite Imagery Products or Data*

The purpose of this solicitation amendment is to extend the solicitation period to April 30, 2019, revise the RFISO solicitation document and clarify the End User License Agreement (EULA).

Therefore:**1. AT “SOLICITATION CLOSES”, PAGE 1 OF THE SOLICITATION:**

DELETE: 2019-04-24

INSERT: 2019-04-30

2. At “Template 3.1: Metadata Required with Product Delivery” under Article 3.1 Mandatory Metadata that will be shipped with a Product Delivery Package, of Attachment 1 to Part 3 – Technical Offer Preparation Guide on page 26 of the solicitation:

DELETE: “Text of the License in its entirety”

INSERT: “Text of the End User License Agreement (EULA) in its entirety”

3. At “Template 3.2: Metadata for Mosaic Products – Required if Mosaic Offered” under Article 3.2 Metadata for Mosaic Products - Mandatory if Mosaic Product is offered, of Attachment 1 to Part 3 – Technical Offer Preparation Guide on page 27 of the solicitation:

DELETE: “Text of the License in its entirety”

INSERT: “Text of the End User License Agreement (EULA) in its entirety”

4. At Mandatory Technical Criterion M2 under section A. FOR EVALUATION OF A SATELLITE-SENSOR OR CONSTELLATION-SENSOR - MANDATORY TECHNICAL CRITERIA of Attachment 1 to Part 4 - MANDATORY AND POINT RATED TECHNICAL CRITERIA on page 42 of the solicitation:

DELETE: “Text of the License in its entirety”

INSERT: “Text of the End User License Agreement (EULA) in its entirety”

5. At “1. Export Control of the Offeror’s Country” in section C. Information Required for Completion of the End User License Agreement (EULA) of PART 6 – INFORMATION REQUIRED PRECEDENT TO ISSUANCE OF A STANDING OFFER on page 64 of the solicitation:

DELETE: **Article B.10. Export Control**

It is understood that Licensee will not knowingly share any Products or Derived Products with any Restricted Groups that are defined in the export restrictions of a jurisdiction applicable to commercial satellite imagery, for the duration of the License when these restrictions are in effect, subject to the laws of Canada.

For the USA, these Restricted Groups include: (i) any person or entity who is headquartered in, organized under the laws of or a citizen of any country on the United States State Department List of State Sponsors of Terrorism; (ii) any person or entity who is subject to sanctions administered by the United States Office of Foreign Assets Control (“OFAC”), including, without limitation, persons who are designated by OFAC from time to time as "Specially Designated Nationals or Blocked Persons;" (iii) any person or entity who is prohibited from receiving Products or Derived Products pursuant to any license granted to Licensor to operate the Satellite-Sensor or Constellation-Sensor; or (iv) any person who under U.S. laws, regulations or orders is otherwise prohibited from receiving such products.

INSERT: Article B.10. Export Control

It is understood that Licensee will not knowingly share any Products or Derived Products with any Restricted Groups that are defined in the export restrictions of a jurisdiction applicable to commercial satellite imagery, for the duration of the EULA when these restrictions are in effect, subject to the laws of Canada.

For the USA, these Restricted Groups include: (i) any person or entity who is headquartered in, organized under the laws of or a citizen of any country on the United States State Department List of State Sponsors of Terrorism; (ii) any person or entity who is subject to sanctions administered by the United States Office of Foreign Assets Control (“OFAC”), including, without limitation, persons who are designated by OFAC from time to time as "Specially Designated Nationals or Blocked Persons;" (iii) any person or entity who is prohibited from receiving Products or Derived Products pursuant to any license granted to Licensor to operate the Satellite-Sensor or Constellation-Sensor; or (iv) any person who under U.S. laws, regulations or orders is otherwise prohibited from receiving such products.

6. At “Table 3. Metadata Required with Product Delivery” under Article 5.1 Metadata Required with Product Delivery of ANNEX A - REQUIREMENT on page 80 of the solicitation:

DELETE: “Text of the License in its entirety”

INSERT: “Text of the End User License Agreement (EULA) in its entirety”

7. At “Table 3.1 Metadata Required for Mosaic Product Delivery” under Article 5.2 Metadata Required for Mosaic Products of ANNEX A - REQUIREMENT on page 81 of the solicitation:

DELETE: “Text of the License in its entirety”

INSERT: “Text of the End User License Agreement (EULA) in its entirety”

8. At “APPENDIX B TO ANNEX A - END USER LICENSE AGREEMENT TEMPLATE FOR END USER LICENSE AGREEMENT (EULA) FOR COMMERCIAL SATELLITE IMAGERY ACQUIRED BY THE GOVERNMENT OF CANADA” on page 94 of the solicitation:

DELETE: in its entirety

INSERT: APPENDIX B Rev 1 TO ANNEX A - TEMPLATE FOR END USER LICENSE AGREEMENT (EULA) FOR COMMERCIAL SATELLITE IMAGERY ACQUIRED BY THE GOVERNMENT OF CANADA attached hereto and forming part of this solicitation.

THERE ARE NO OTHER CHANGES TO THE SOLICITATION

APPENDIX B REV 1 TO ANNEX A
TEMPLATE FOR END USER LICENSE AGREEMENT (EULA)
FOR COMMERCIAL SATELLITE IMAGERY ACQUIRED BY THE GOVERNMENT OF CANADA

B1.0. INTRODUCTION AND CONTEXT

This End User License Agreement (EULA) concerns the terms and conditions associated with the use of Commercial Satellite Imagery between the Parties of the Agreement. Definitions used in this EULA are provided in Article B2.0. The rights of the Licensee for use of Products provided by the Licensor, as well as Derived Products, Information Products, and Other Derived Products, are set out in this EULA, which forms the whole of the license between the Parties. A set of twelve (0 to 9, 11 and 12) License Classes is set out in Article B7.0, Table “A” “License Class Designations” identifying the entities with which the Licensee may share Products and Derived Products within the terms of the EULA. All Products licensed under this EULA are provided through Call-Ups to particular National Master Standing Offers (NMSOs).

B2.0. DEFINITIONS:

Definitions provided below are in alphabetical order; however, it is particularly important to understand the hierarchical nature of the progression from the Product, Derived Products, Other Derived Products and Information Products. It is suggested therefore that the reader first review these definitions in that specific order.

‘Canada’, ‘Crown’, ‘Her Majesty’, ‘Government of Canada’, or ‘The Government’: means ‘Her Majesty the Queen in right of Canada’.

Derived Product: means products that are created from the Product by modification including the addition of other data or through manipulation techniques by the Licensee or its consultants or contractors, or both contractors and subcontractors. A Derived Product is created from at least one of the Original Pixels that is further processed by Canada or a consultant or a contractor or both a contractor and subcontractor on behalf of Canada and is Traceable and transformable back to the Product.

Duration of the License: means the boundaries in time for which the terms and conditions of the EULA will be valid.

Identified User: means any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S.C. 1985, c. F-11, <http://laws.justice.gc.ca/eng/acts/F-11/index.html>. Identified Users are authorized to make Call-ups against the Standing Offer through their designated Technical Authority.

Imagery: A multi-dimensional (minimum two dimensions) array of data or ‘pixels’ when displayed represents a scene.

Information Product: means any Derived Product, which does not contain any imagery from the Product. An example might be a topographic map or Digital Elevation Model for which an image was used for creating boundaries but no imagery from the original Product or Derived Product are included in the product. It also may include vector or polygonal classifications derived from the Product but contains no other representation of its pixels.

Licensee: means any Identified User.

License Class: means the class of entities with which the Licensee may share the Product and the Derived Product obtained pursuant to the EULA. The class of entities or “License Class Designation” is found at B.7.0, Table “A” “License Classes Designations”.

Licensor: means the Offeror having the capacity to license to Canada pursuant to Call-up under the Standing Offer usage privileges as described under this EULA.

Metadata: means any data other than the imagery itself which describes or qualifies the imagery information from a Product including, but not limited to, geo-coding information, acquisition time, associated ground truth, sensor configuration, sensor geometry, satellite ephemeris, and other ancillary information which further describes a Product or the sensor configuration or platform on which it is carried. The metadata delivered with the imagery must include a copy of this EULA either embedded or as an attached file.

National Master Standing Offer (NMSO): means standing offer # _____ entitled _____ under which the products associated with this EULA have been purchased.

Original Pixels: means radiometric values (amplitude and phase where applicable) traceable and transformable back to the Product at the full spatial and spectral resolution, sampling and projection.

Other Derived Product: means any product processed by Canada or its consultants or its contractors or both contractors and subcontractors and derived from the Original Pixels but not transformable back to the data contained in the Product and so contains none of the Original Pixels.

Parties of the Agreement: means the Licensee and the Licensor.

Product: means an image scene (or imagery) or additional data or both supplied with the scene by the Licensor such as metadata which constitutes the information set distributed to the Identified User by the Licensor. The Product may include data either already created from data acquired by the Satellite-Sensor or Constellation-Sensor named in the NMSO or to be created (namely acquired) or developed by the Satellite Operating Agency as part of the Work under the NMSO and in which copyright subsists.

Product Specification: means the Product specification document provided by the Licensor at the time of NMSO award or as agreed to by the Parties of the Agreement during the duration of the NMSO.

Secure Format: means an encoding and reading format which only allows display and printing of the product imagery, but does not allow the product pixel values to be recovered.

Traceable, Traceability: means the steps in the heritage of creating the Product including whatever processing, transformations, radiometric corrections, geo-corrections, reformatting, resampling or other operations which have been applied in its creation. Certain parameters associated with traceability are normally provided in metadata; other information may be in the form of global documentation. Some aspects are important from a legal perspective and others from a practical point of view such as the ability to reverse or un-do an operation if subsequent calibration data or coefficients become available that are more accurate.

B3.0. GENERAL

The license rights granted in this EULA are for Products provided to the Licensee under the NMSO and for Derived Products, Information Products and Other Derived Products.

B4.0. OWNERSHIP

The Product is licensed for use and not sold to Canada. All rights, titles and interest in and to all intellectual property in or related to the Product are and will remain the exclusive property of the Licensor.

B5.0. DURATION OF LICENSE

The Duration of the License is perpetuity.

B6.0. GRANT OF LICENSE

B6.1 Product

The Licensor grants the Licensee for the Duration of the License a limited, non-transferable royalty free, irrevocable worldwide, non-exclusive license to use the Product and any accompanying written materials provided to the Licensee by the Licensor, solely for the following uses:

- a. To make an unlimited number of soft and hard copies of the Product for the internal use of Licensee;
- b. To distribute to Licensee's employees, agents, consultants or contractors or both contractors and subcontractors, who are under a duty of confidentiality no less restrictive than Licensee's duty hereunder, the Product or copies of the Product by either a physical delivery medium or using a computer data network with access control mechanisms protecting the Product from unauthorized access;
- c. To store, post or process the Product in a system including access control mechanisms protecting the Product from unauthorized access;
- d. To share with the entities named in the B7.0 License Classes the Product or copies of the Product without restriction except for the requirement to provide copyright notice with the Product or copies of the Product;
- e. To release for publication, with copyright notice, print or display representations or both of imagery from the Product, to publish or have published these in research reports, journals, trade papers, posters, or similar publications for purposes consistent with the mandates of the Licensee;
- f. To reformat the Product for the Licensee's use into different formats or media from those in which the Product is delivered;
- g. To create or have consultants, contractors or both contractors and subcontractors create Derived Products, Other Derived Products or Information Products from the Product;
- h. To make the Product available to its consultants or contractors or both contractors and subcontractors for purposes otherwise consistent with the uses detailed in this EULA and subject to the restrictions described in this EULA, and without the right of the consultants or contractors or both contractors and subcontractors to transfer or sublicense;
- i. To analyze the system properties or adapt the Product for research purposes only. Any information, so determined, will be held confidential by the Licensee and would only be shared outside the Government of Canada according to the entities identified in this EULA or after obtaining further written permission of the Licensor for entities not identified in this EULA;
- j. To share as needed when deemed by the Licensee to be a concern of Canadian National security; and,
- k. To comply with national regulations of the country of the satellite owner with respect to further distribution of the Product to prohibited entities or countries when provided in writing from the Licensor.

B6.2 Derived Product

The Licensor grants the Licensee for the Duration of the License a limited, non-transferable royalty free, irrevocable worldwide, non-exclusive license to use any Derived Products solely for the following uses:

- a. To make an unlimited number of soft and hard copies of the Derived Product for the internal use of the Licensee;
- b. To distribute to Licensee’s employees, agents, consultants or contractors or both contractors and subcontractors, who are under a duty of confidentiality no less restrictive than Licensee’s duty hereunder, the Derived Product or copies of the Derived Product by either a physical delivery medium or using a computer data network with access control mechanisms protecting the Product from unauthorized access;
- c. To store, post or process the Derived Product in a system including access control mechanisms protecting the Product from unauthorized access;
- d. To use and distribute among the entities named in the B7.0 License Classes in this EULA the Derived Product or copies of the Derived Product without restriction except for the requirement to provide copyright notice with the Derived Product or copies of the Derived Product;
- e. To release for publication, with copyright notice, print or display representations or both of imagery from the Derived Product, to publish or have published these in research reports, journals, trade papers, posters, or similar publications for purposes consistent with the mandates of the Licensee;
- f. To distribute the Derived Product in accordance with the same copyright and license restrictions of the Product as stated in Article B7.0 “License Classes”;
- g. To make Derived Products available to its consultants or contractors or both contractors and subcontractors, for purposes otherwise consistent with the uses detailed in this EULA and subject to the restrictions herein, and without the right of the consultants or contractors or both contractors and subcontractors, to transfer or sublicense; and,
- h. To comply with national regulations of the country of the satellite owner when provided in writing from the Licensor with respect to further distribution of the Derived Product to prohibited entities or countries.

B6.3 Other Derived Product

The Licensor grants the Licensee for the Duration of the License a limited, non-transferable royalty free, irrevocable worldwide, non-exclusive license to create and use the Other Derived Products and any accompanying written materials provided to Licensee by the Licensor for their creation and for the following uses:

- a. All uses listed for Derived Products under Article B6.2 “Derived Product”, and
- b. Unlimited dissemination of irreversibly compressed files, such as .jpg, posted on Internet websites provided that the quality of the data available for download is a color composite without associated geospatial information and spatial resolutions are 20 m or coarser. Such images must contain copyright notice and will have no other limitations on use or distribution.

B6.4 Information Product

The Licensor grants the Licensee for the Duration of the License a limited, non-transferable royalty free, irrevocable worldwide, non-exclusive license to use Information Products with no restrictions including dissemination without copyright notice. The Licensee may however acknowledge use of the Product in the creation or within the annotation of the Information Product. The intellectual property associated with such Information Products rests with the Licensee.

B7.0 LICENSE CLASSES

The scope for the Licensee’s sharing of Products and Derived Products is defined at two levels:

- Level A** The project level, at which a License Class allows Identified Users to only share the data with the designated sharing entities identified in Table A, “License Class Designations”, more specifically “Included Entities” on a project basis; and
- Level B.** The broad level, at which a License Class allows Identified Users to share the data with all users of the designated sharing entities identified in Table A, License Class Designations”, more specifically “Included Entities”.

In both cases, the following rules apply to data sharing under all License Classes:

- The sharing entity may use the Product for the public good as outlined in B14.0 “Public Good Statement”, if applicable, and not for revenues; and
- Only the Licensee is allowed to share the Product with the identified entities as identified in Table A, “License Class Designations”.

Each Product and Derived Product is assigned a particular License Class by the Licensor which may be subject to Article B14.0, “Public Good Statement”, and may be upgraded as described in Article B13.0, “License Class Upgrade”.

The numbering of the License Classes is not indicative of the lower numbered License Classes being automatically included in the higher numbered License Classes. For instance, Class 2 applies only to entities listed in Base/Class 0 and Provincial and Territorial Governments in Canada, rather than containing all the entities in Base/Class 0, Class 1 and Class 2; Class 3 includes all identified Governments in Canada, thus the entities include all the entities in the Base/Class 0 plus Class 2 plus local Governments.

Classes 5 through 9 are cumulative, with the lower numbered License Class(es) (5 to 8) being included in the higher numbered License Class (6 to 9). For example, License Class 9 would include License Classes 5-8.

Class 11 is the Base/Class 0 plus the public at large, such that any imagery including imagery of territory within the exclusive economic zone of Canada purchased under the Class 11 License at any resolution may immediately be distributed to any third party entity by the Licensee as the Product or Derived Products at original resolution or reduced resolutions without any additional fees or royalties payable to the Licensor. All such third party entities will be bound to acknowledge the Licensor as the source of the original data in all commercial information products derived from the Product or Derived Products so provided by the Licensee. The intellectual property remains with the Licensor, despite distribution by the Licensee to any third party entity.

Class 10 has been replaced by Class 12. Class 12 is the Base/Class 0 plus Military and Defence related organizations of foreign countries.

Table A. License Class Designations

<i>License Class</i>	<i>Included Entities</i>
Base/Class 0	Canadian Government Departments, Agencies, and Crown Corporations
Class 1 (A, B)	Base/Class 0 + Canadian Academic Research community affiliated with a recognized University or College
Class 2 (A, B)	Base/Class 0 + Provincial and Territorial Governments in Canada
Class 3 (A, B)	Class 2 + Local (Municipal, Aboriginal People - First Nations, Inuit, Metis or Tribal Councils) Governments in Canada. Local Governments would include two cities with over 500,000 in population and up to 20 municipalities with less than 500,000 in population
Class 4 (A, B)	Base/Class 0 + Local Governments (Municipal, Aboriginal People - First Nations, Inuit, Metis or Tribal Councils) in Canada. Local Governments would include two cities with over 500,000 in population and up to 20 municipalities with less than 500,000 in population
Class 5 (A, B)	Civilian Departments of the Government of Canada and their international counterparts as per their mandates. (Example: Canadian Ice Service and US National Ice Center and International Ice Patrol under the North American Ice Service [NAIS])
Class 6 (A, B)	Base/Class 0 + USA Government Agencies (Military and Civilian) e.g. US Department of Defense
Class 7 (A, B)	Base/Class 0 + Military Partners (USA, UK, AUS, New Zealand)
Class 8 (A, B)	Base/Class 0 + Military Partners (USA, UK, AUS, New Zealand) + 28 NATO Member Countries (See https://www.nato.int/cps/en/natolive/51288.htm .)
Class 9 (A, B)	Base/Class 0 + Military Partners (USA, UK, AUS, New Zealand) + 28 NATO Member Countries (See https://www.nato.int/cps/en/natolive/51288.htm .) + any of 21 NATO Partners for Peace (See https://www.nato.int/cps/en/natolive/topics_82584.htm)
Class 10	Note: Class 10 is replaced by Class 12 below
Class 11	Base/Class 0 + public at large (i.e. Public Good License Class)
Class 12 (A, B)	Base/Class 0 + Military and Defence related organizations of foreign countries with which Canada is involved in international duties (example: United Arab Emirates forces in Afghanistan). The list of foreign countries will vary depending on the operations involved. The list of countries will be provided to the Offeror for country list approval prior to sharing. An addendum to the license shall list the countries approved for sharing.

B8.0 LIMITATIONS ON LICENSE

Licensee agrees and understands that it may not:

- a. sell, lease, rent, sub-license to non-Licensees, or share with users who are not entitled to share, the Product, or in any other manner whatsoever;
- b. post the Product to Public Internet web sites in a non-secure format that allows manipulation of the Product; and
- c. alter or remove any copyright notice or proprietary legend contained in or on the Product.

B9.0 APPLICABLE LAW

This EULA will be governed by and construed in accordance with the laws of _____ [same Canadian jurisdiction as stated in the NMSO] even though the Products may be used in other jurisdictions.

B10.0 EXPORT CONTROLS

(clause may be included at time of issuance of the Standing Offer in accordance with Offeror’s response to Part 6)

B11.0 WARRANTY

B11.1 Product

- a. The Licensor warrants that the Product will for thirty (30) days from the date of shipment substantially conform to the Licensor's specifications when used on appropriate computer hardware. The Products are complex and may contain some non-conformities, defects or errors; however, the Licensor does warrant that the Product adheres to the published format and quality specification and its content is consistent with the information provided with the NMSO Call-Up. The Licensor does not warrant that the Products will meet Licensee's needs or expectations, that the operations of the Products will be error free or uninterrupted, or that all non-conformities can or will be corrected. There are no express or implied warranties of fitness or merchantability given in connection with the sale or use of the Products. The Licensor disclaims all other warranties not expressly given in this section.
- b. The Licensee must notify the Licensor within the 30-day warranty period of any warranty claim. The Licensor's sole obligation and Licensee's sole remedy under this Limited Warranty is that the Licensor either, in its discretion, will (a) use reasonable efforts to repair or replace the Product or to provide an avoidance procedure within a commercially reasonable time so that the Product substantially conforms to the specifications contained in the Licensor's Product Specification, or (b) refund the amount of the price previously paid by the Identified User for the non-conforming Product.

B11.2 Storage Media

- a. The Licensor warrants that the delivery storage media, other than the file transfer protocol, on which the Product is supplied to the Licensee will be free from material defect in materials and workmanship under normal use for a period of thirty (30) calendar days from the date of the Licensee's receipt of the Product. The foregoing warranty is exclusive and in lieu of all other warranties, express, implied or statutory. The Licensor specifically disclaims all other warranties including but not limited to any warranty of merchantability, fitness for a particular purpose, title or against infringement. The Licensee is solely responsible for selection of the Product to achieve the Licensee's intended results or for the Licensee's particular applications, and no warranties, guarantees or representations are made regarding the use or the results of the use of the Product in terms of its correctness, accuracy, reliability, currentness or otherwise.

B12.0 LIMITATION OF LIABILITY

1. The Licensor's liability to the Licensee for claims, costs, losses, damages relating to the Product or otherwise arising out of, related to, or connected with this License is limited to \$20,000.00, or the actual amount the Licensee paid for the specific Product that directly gave rise to the damages claimed, whichever is greater, regardless of the form of the action, whether based on contract, negligence, Product liability, trade practices, or otherwise. This limit applies not only to damages to the Licensee, but also limits the amount that the Licensor must reimburse to the Licensee if the Licensee is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Licensor. This limitation of the Licensor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.

The limitations contained in this Article are not made where prohibited by law.

2. Despite the above, this article does not require the Licensee to reimburse the Licensor for amounts that the Licensor is required by law to pay directly to any third party, even if those amounts are for damages that relate to the Product or otherwise arising out of, related to, or connected with this License.

B13.0 LICENSE CLASS UPGRADE

The Licensor will provide the requested License Class upgrades for any Product and Derived Product at the request of the Licensee within the duration of the NMSO Call-up contract.

B14.0 PUBLIC GOOD

(clause will be included at time of issuance of the Standing Offer if the Licensor accepts the Public Good Statement in its response to Part 6, “Information Required Precedent to issuance of a Standing Offer” C “Information Required for Completion of the End User License Agreement (EULA)”, 2 “Acceptance of the Proposed Public Good Statement)