

DIGITAL MAP DATA LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of _____, 2008, between WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation, and/or WISCONSIN GAS LLC, a Wisconsin limited liability company, both doing business under the name of We Energies (collectively and individually called the "Company"), and the City of West Allis, Wisconsin (called the "Licensee").

WHEREAS, the Company has compiled various information regarding the location of certain utility facilities in relation to property lines, lots, streets, highways and railroad rights of way (the "Data"); and

WHEREAS, the Company stores that information in various media such as paper, machine readable (e.g. electronic) media, and other methods and capabilities such as via the internet; and

WHEREAS, Licensee wishes access to that information;

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, and other good and valuable consideration, the adequacy of which are hereby acknowledged, the parties agree as follows:

1. **DELIVERY OF COPIES.** Within thirty (30) days after execution of this Agreement, a designee for the Company will supply Licensee access to (or deliver to Licensee) one copy of the following materials: **GIS files: Primary Conductor, Secondary Conductor, Poles, Gas Mains**

(a) The Company hereby grants Licensee the right to have Licensee's employees and contractors review and use the Data supplied by the Company pursuant to this license at Licensee's facilities for its internal purposes, subject to the limitations below.

(b) Licensee is aware that current land boundaries and easements cannot be reliably located from the Data, and that land records should be consulted for more accurate and up-to-date information in that regard. Further, Licensee is aware that utility location information in the Data does not always necessarily correspond (or correspond exactly) to the actual location of the utility facilities. The locations of utility facilities can only reliably be determined by an actual survey of those facilities (for example, use of Diggers Hotline is strongly recommended). Licensee is specifically prohibited from using solely the Data to provide construction guidance relating to the location of the utility facilities. Licensee shall also not distribute any materials to any third party where the materials use utility facility locations derived from the Data without actual survey, or make additional copies of the Data for distribution outside of Licensee's organization. Licensee may, however, subject to paragraph 2(a), make additional copies of the Data for its own internal purposes. Under no circumstances may Licensee provide access to the Data to any third party in a manner which facilitates use apart from Licensee's internal needs.

(c) The license rights granted herein are nonexclusive and (subject to Paragraph 7) are granted for a period of ten (10) years from the date of this Agreement. Licensee acknowledges that utility location data becomes more and more inaccurate over time if not updated.

(d) The license rights granted herein may not be assigned or sublicensed by Licensee without the Company's written consent.

3. FEES.

(a) The Company may decide not to charge a fee for providing the Data hereunder (e.g. in certain cases where it is receiving other consideration such as data sharing from Licensee's data).

(b) Subject to paragraph 3(a), Licensee will pay the following fee for the license rights provided herein, which will be due within ten (10) days after execution of this Agreement: \$ 0 Dollars (U.S.).

(c) Nothing herein requires the Company to provide any consulting assistance in connection with the Data.

4. CONFIDENTIALITY AND SECURITY.

(a) Licensee agrees to hold the Data in confidence except as disclosure to a third party is reasonably needed for Licensee's internal purposes. Thus, Licensee may not sell access to the Data to any third party. Company acknowledges that this Agreement is a record subject to the open records law of the State of Wisconsin.

(b) Licensee recognizes the potential sensitivity of the information contained in the Data and agrees to adopt and use reasonable security measures to protect the Data from access by unauthorized third parties. Such measures shall include, but not be limited to, keeping the Data in password-protected digital files or locked in secure containers when not in use. The Company shall have the right, upon reasonable notice, to examine and inspect such measures at Licensee's facilities during normal business hours.

5. **DISCLAIMER OF WARRANTIES. LICENSEE UNDERSTANDS THAT THE DATA AND ALL CONSULTING RELATING THERETO PROVIDED BY THE COMPANY ARE PROVIDED AS IS, WITHOUT ANY WARRANTY OF ANY KIND (EXCEPT FOR A WARRANTY OF NONINFRINGEMENT OF COPYRIGHT AND TRADE SECRETS IF THE RIGHTS ARE EXERCISED AS PERMITTED HEREIN). IT IS EXPRESSLY AGREED THAT THERE IS NO WARRANTY BY THE COMPANY OF ACCURACY, OR MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE, REGARDLESS OF WHETHER EXPRESS OR IMPLIED. LICENSEE WILL BE USING THE RIGHTS AND INFORMATION PROVIDED HEREIN AT ITS OWN RISK. THUS, EXCEPT FOR THE WARRANTY NOTED IN THIS PARAGRAPH, UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY KIND, INCLUDING LOSS OF PROFITS, ARISING IN CONNECTION WITH ANYONE'S USE OF THE DATA OR CONSULTING INFORMATION.**

6. INDEMNIFICATION. Licensee hereby agrees to indemnify, defend and hold harmless the Company, its affiliates, and its employees and agents from any and all claims arising out of Licensee's use of the Data, or materials incorporating the Data, or materials derived using information from the Data. Specifically, if Licensee relies upon the Data in connection with planning a development, or implementing a development, the Company bears no responsibility in connection with any problems that may arise relating thereto.

7. TERMINATION. The Company may terminate this license by providing written notice to Licensee of its intention to do so in the event that Licensee uses, or permits others to use, the Data for locating utility facilities for construction without actual survey of the utility locations, or Licensee otherwise materially breaches its obligations hereunder. The Licensee may terminate this license upon notification to the Company. In any event, upon termination of the license, Licensee will promptly destroy all copies of the Data within its possession or control (e.g. removing copies from its computer equipment) and certify such destruction to the Company.

8. NO DUTY TO UPDATE. The Company has no duty to update any of the Data (regardless of when or how it learns that the Data is inaccurate, or is no longer accurate). However, if the Company should do so during the license term, this Agreement shall apply thereto (albeit without extending the term of the original license).

9. NO REFERENCE TO COMPANY. Licensee may not produce any documents containing information derived from the Data which make reference to the Company unless it, on a case-by-case basis, authorizes the reference in writing.

IN WITNESS HEREOF, the undersigned parties have duly executed this Agreement in a manner appropriate to each.

CITY OF WEST ALLIS

By: _____

Title: _____

By: _____

Title: _____

WISCONSIN ELECTRIC POWER COMPANY

By: _____

Title: _____

WISCONSIN GAS LLC

By: _____

Title: _____