

**NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY.**

THIS IS A LEGAL AGREEMENT BETWEEN INFORMATION SERVICES CORPORATION (“ISC”) (LICENSOR), AND YOU (LICENSEE). BY ACCESSING, DOWNLOADING, PRINTING OR USING ALL OR ANY PORTION OF THE DATA, INFORMATION AND MATERIALS BEING PROVIDED WITH, OR ACCESSIBLE PURSUANT TO THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE DATA AND IMMEDIATELY DISPOSE OF ANY SUCH DATA, INFORMATION, MATERIALS AND ANY DERIVED PRODUCTS.

- I **WHEREAS** the Licensor is the owner or licensee of intellectual property rights in the digital data (the “Data”) contained in the database known as the ***Administrative Boundary Overlays***;
- II **AND WHEREAS** the Licensee wishes to obtain certain rights to the Data, in accordance with the terms and conditions herein contained;
- III **AND WHEREAS** the Licensor wishes to grant to the Licensee certain rights to the Data, in accordance with the terms and conditions herein contained;
- IV **AND WHEREAS** the Licensor represents that it has full authority to grant the rights desired by the Licensee, in accordance with the terms and conditions herein contained;
- V **AND WHEREAS** the parties hereto are desirous of entering into a license agreement on the basis herein set forth,

**NOW THEREFORE**, in consideration of the covenants contained in this Agreement, the parties agree as follows:

**1.0 DEFINITIONS**

- 1.1 **“Agreement”** means this End-user license agreement and all schedules annexed to this agreement as the same may be amended from time to time in accordance with the provisions hereof.
- 1.2 **“Data”** means any original and fixed digital data, Metadata, software or documentation licensed pursuant to the terms and conditions of this Agreement, described more fully in Schedule “A” attached hereto.
- 1.3 **“Derived Products”** means any product, system, sub-system, device, component, material or software, manufactured or caused to be manufactured by the Licensee, that derive from, but does not incorporate, the Data or parts thereof.
- 1.4 **“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, such as that governing copyright and patents.
- 1.5 **“Licensor’s Data”** means that Data, the Intellectual Property Rights of which vest with the Licensor.
- 1.6 **“Licensor’s Licensed Rights”** means those rights conferred upon the Licensor by third parties over the use of Data which is not the Licensor’s Data.
- 1.7 **“Modifications”** means any modification, enhancement, translation, update or upgrade of all or any part of the Data, in any medium.

**2.0 INTELLECTUAL PROPERTY RIGHTS**

- 2.1 All title and Intellectual Property Rights in and to the Licensor’s Data shall at all times remain the property of the Licensor. All title and Intellectual Property Rights in and to the Data which is not the Licensor’s Data are the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law or international treaties.

### **3.0 LICENCE GRANT**

- 3.1 Subject to this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, world-wide, non-transferable, non-assignable, limited right and licence to exercise such of the Licensor's Licensed Rights and such of the Licensor's Intellectual Property Rights in the Data to use, reproduce, extract, modify, improve, translate, further develop the Data for the Licensee's own use. The Licensee may also cause to be manufactured Derived Products for further distribution, provided that these Derived Products do not contain any of the Data subject to this license agreement.
- 3.2 The Licensee shall not make any use of the Data that is contrary to law or public policy or that, in the sole discretion of the Licensor, may bring the reputation of the Licensor into disrepute.
- 3.3 The Intellectual Property Rights arising from any Modification or from the manufacture of Derived Products, effected by or for the Licensee, shall vest in the Licensee or in such person as the Licensee shall decide.

### **4.0 RESTRICTIONS ON USE OF THE DATA**

- 4.1 Any commercial use of the Data, in whole or in part, is prohibited except with the Licensor's prior written permission. For instance, you may not, without the Licensor's prior written permission:
- a. embed or merge the Data with any applications, or other data or information in any form;
  - b. publish the Data in any form, in whole or in part; or
  - c. engage in "screen scraping" or any other activity intended to collect, store, reorganize or manipulate the Data.
- 4.2 In consideration of the rights and licences granted under this Agreement, the Licensee must attain approval by entering into a Secondary Use License Agreement with the Licensor prior to redistributing for profit any portion of the Licensor's Data whether in whole, in part, or as part of another dataset or application.

### **5.0 PROTECTION AND ACKNOWLEDGEMENT OF SOURCE**

- 5.1 The Licensee shall include the following notice where any of the Data is contained within Derived Products or Modifications of the Data:

*"Source (or "Adapted from", if appropriate): Information Services Corporation, Administrative Boundary Overlays."*

*"The incorporation of data sourced from the Information Services Corporation within this product shall not be construed as constituting an endorsement by the Information Services Corporation of such product."*

or any other notice deemed appropriate by the Licensor.

### **6.0 WAIVERS, DISCLAIMERS AND INDEMNITIES**

- 6.1 The Licensor makes no representations or warranties of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the Data which is provided pursuant to this License at any time or from time to time, and expressly disclaims any implied warranty of merchantability or fitness for any particular purpose. If the Data is made available electronically, the Licensor does not represent, guarantee or warrant compatibility with past, current or future versions of computer software, including browsers, to access the Data.
- 6.2 By accepting this Agreement, whether electronically, verbally or in writing, the Licensee acknowledges having received notice of the Disclaimer set out above and accepts the Data on an "as is" basis, without guarantees or warranties of any kind.

- 6.3 No oral or written information or advice given by the Licensor shall create or evidence, or be deemed to create or evidence, a contractual representation, warranty or guarantee of any kind. This Disclaimer shall survive the termination of this License Agreement.
- 6.4 Any sub-license or further distribution of the Data obtained from the Licensor pursuant to this License, including modifications of the Data or derivative data which contains in whole or in part such Data, shall incorporate the terms of the Disclaimer set out above, with such modification as may be required to fit the context of the sub-license or further distribution.
- 6.5 For and in consideration of the granting of this License and the provision of the Data pursuant thereto, the Licensee does, by accepting this Agreement, whether electronically, verbally or in writing, hereby release, remise and forever discharge the Licensor, its officers, directors, employees, authorized agents, successors, administrators and assigns from all actions, causes of action, claims, debts, charges or demands of any nature or kind whatsoever which the Licensee may suffer or incur at any time by reason of the Licensee's possession or use of the Data or arising out of the exercise by the Licensee of its rights hereunder. This Waiver and Release shall survive the termination of this License Agreement.
- 6.6 Any sub-license or further distribution of the Data obtained from the Licensor pursuant to this License, including modifications of the Data or derivative data which contains in whole or in part such Data, shall incorporate the terms of the Waiver and Release set out above, with such modification as may be required to fit the context of the sub-license or further distribution.
- 6.7 The Licensee, by accepting this Agreement, whether electronically, verbally or in writing, agrees to indemnify and save harmless the Licensor, its officers, directors, employees, authorized agents, successors, administrators and assigns from all actions, causes of action, claims, debts, charges or demands of any nature or kind whatsoever (including personal injury or death or consequential business losses), which may be suffered or incurred by any person, corporation or organization, arising out of the Licensee's possession or use of the Data, including further distribution of the Data, modifications of the Data or derivative data which contains in whole or in part such Data, or the exercise by the Licensee of its rights hereunder.
- 6.8 The Licensee's obligation to indemnify the Licensor under this License Agreement shall not affect or prejudice the Licensor in the exercise of any other rights or remedies it may lawfully seek to enforce or take the benefit of. This Indemnity shall survive the termination of this License Agreement.
- 6.9 Any sub-license or further distribution of the Data obtained from the Licensor pursuant to this License, including modifications of the Data or derivative data which contains in whole or in part such Data, shall incorporate a notice that the Licensor is fully indemnified by the Licensee in regard to any and all claims arising from the possession, use or further distribution of the Data by the Licensee.

## **7.0 TERM**

- 7.1 This Agreement is effective as of the date it is accepted by the Licensee and shall remain in effect for a period of ninety nine (99) years, subject to Section 8.0 below.

## **8.0 TERMINATION**

- 8.1 Notwithstanding Section 7.0 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;
  - b. upon written notice of termination by the Licensee at any time, and such termination shall take effect thirty (30) days after the receipt by the Licensor of such notice; or
  - c. upon mutual agreement of the parties.
- 8.2 Upon the termination of this Agreement, for whatever reason:
- a. the Licensee's rights under Section 3.0 shall immediately cease; and

- b. the Licensee's obligations under Section 6.0 shall survive.
- 8.3 Notwithstanding Subsection 8.2 above, the Licensee may continue to use the Data for the purpose of completing orders of Derived Products made before the termination date of this Agreement.

## **9.0 GENERALITIES**

- 9.1 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of Saskatchewan and Canada as applicable.
- 9.2 This Agreement, together with Schedule "A" if applicable constitutes the entire agreement between the parties with respect to its subject matter. This Agreement may only be amended in writing, signed by both parties, which expressly states the intention to amend this Agreement.
- 9.3 If a dispute arises concerning this Agreement, or if a proposed modification of any term of this Agreement cannot be agreed between the parties, the parties shall attempt to resolve the matter first, by negotiation; second, by mediation by a mutually acceptable mediator; and third, failing these, the dispute shall be finally settled by binding arbitration in accordance with the rules of The Arbitration Act, 1992 (Saskatchewan), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over the matter.
- 9.4 The Licensor assumes no obligation or liability whatsoever for the provision of updates to the Data or the provision of notices in relation thereto to the Licensee.
- 9.5 If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- 9.6 Headings used in this Agreement are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.
- 9.7 This Agreement, together with Schedule "A" appended hereto, constitutes the entire agreement between the parties with respect to its subject matter. This Agreement may only be amended in writing, signed by both parties, which expressly states the intention to amend this Agreement.

## **Schedule A – DESCRIPTION OF THE DATA**

### **1. Administrative Boundary Overlays and associated Metadata**

Area covered: Province of Saskatchewan