

THE CORPORATION OF THE COUNTY OF OXFORD
DATA LICENSING AGREEMENT

This Agreement made between:

THE CORPORATION OF THE COUNTY OF OXFORD
(herein referred to as "County of Oxford")
OF THE FIRST PART

and

(herein referred to as "Licensee")
OF THE SECOND PART

For the licensing of the Licensee as an end user of certain products or data described as set forth on Schedule "A" attached hereto (hereinafter referred to as "Product") subject to the conditions set out in this Agreement.

1. RECITALS:

- 1.1 WHEREAS** County of Oxford has developed a Geographic Information System (herein referred to as GIS) which includes stored data and information which makes up the Product.
- 1.2 AND whereas** the Licensee wishes to make limited use of the Product for its own purposes, and more particularly limited by the terms of this agreement, and only at a location known as:

(herein referred to as "Licensee's Premises")

In consideration of the mutual covenants hereinafter contained and expressed herein and the payment by Licensee to County of Oxford of the License fee in the amount of \$_____ the parties agree with each other as follows.

2. GRANT OF LICENSE:

- 2.1** County of Oxford grants to the Licensee a nonexclusive right to make use of the Product on a single Computer (i.e., with a single Central Processing Unit) at a single location on the Licensee's premises so long as it complies with the terms of this Agreement.
- 2.2** County of Oxford reserves all rights not expressly granted to Licensee pursuant to this Agreement.

3. OWNERSHIP OF PRODUCT:

- 3.1** The magnetic or other physical media on which the Product is subsequently recorded or fixed, is owned by the Licensee, but an express condition of this Agreement is that County of Oxford retains title and ownership to the data and the Product together with ownership of the original physical media and all forms of property interest in the Product recorded on the original physical media and all subsequent copies of the Product, regardless of the form or media in or on which the original and other copies of the Product may exist.
- 3.1.1** Licensee acknowledges the right, title and interest in the data in all languages, formats and media, including all copyrights therein are and shall continue to remain the exclusive property of the Crown in right of the Province of Ontario.
- 3.2** This Agreement is not a sale of the Product or any copy of the Product.
- 3.3** Licensee acknowledges that the Product is current to _____ only.
(Date)

4. COPY RESTRICTIONS:

- 4.1** Copying of the Product, or of the written materials which accompany the Product, other than for internal use, in whole or in part, including the whole or portions of the Product which have been modified, merged, or included with other software, is expressly forbidden;
- 4.2** Breach of this fundamental term shall result in forfeiture of the Product and all written materials which accompany the Product, at the sole option of the County of Oxford, and return of the original Product and all written materials which accompany the Product, **and all** copies, variations, and merged versions of the Product and said written materials to County of Oxford.
- 4.3** Licensee shall respect the scale at which use of the maps is appropriate; shall be solely responsible as to being knowledgeable as to the accuracy of the data and shall use the same only as appropriate such as to ensure that the integrity of the accuracy is not compromised.
- 4.4** Licensee shall add no additional information nor alter the data without either the prior written authority of County of Oxford or shall clearly identify such additions and changes as such.

5. USE RESTRICTIONS:

- 5.1** Licensee may physically transfer the Product from one computer to another, provided that the Product is used on only one computer at a time and is erased immediately from the source computer;

- 5.2** Licensee may not electronically transfer the Product from one computer to another over a network, except internally;
- 5.3** Licensee may not distribute copies of the Product or accompanying written materials to others, except internally;
- 5.4** Licensee may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Product, except with express permission in writing from County of Oxford;
- 5.5** Notwithstanding such permission, any modification, adaptation, translation, reverse engineering, decompilation, disassembly or derivative work resulting from the Product shall be and remain the property of County of Oxford.
- 5.6** Licensee shall acknowledge the County of Oxford LRIS at each instance that the data or any portion thereof shall be used or reproduced.

6. TRANSFER RESTRICTIONS:

- 6.1** The use of the Product is licensed only to the Licensee, and may not be transferred to anyone without the prior written consent of County of Oxford, which consent may be arbitrarily withheld;
- 6.2** In no event may the Licensee transfer, assign, rent, lease, sell or otherwise dispose of or encumber the Product on a temporary or permanent basis except as expressly provided herein.

7. TERMINATION:

This License is effective until terminated. This License will terminate automatically without notice from County of Oxford if any one of the following occurs:

- 7.1** Licensee fails to comply with any provision of this Agreement;
- 7.2** Licensee makes a general assignment for creditors pursuant to the Bankruptcy and Insolvency Act (Canada);
- 7.3** Licensee becomes generally unable to pay its creditors when due the determination of which shall rest with County of Oxford;
- 7.4** Licensee makes any transfer or sale in bulk out of the ordinary course of business, or;
- 7.5** Licensee is the subject of, or a participant in, any corporate amalgamation, reorganization, dissolution, change in control or structure.

This Agreement may also be terminated by County of Oxford, upon delivery of written notice to

Licensee at Licensee's premises, and shall take effect on such delivery being made.

8. COPYRIGHT AND TRADEMARK:

8.1 Any and all copyright, servicemark, or trademark interest in the Product or its use shall be respected and acknowledged by the Licensee and nothing in this Agreement shall be construed so as to permit or allow the Licensee to be authorized or licensed as a user of any copyright servicemark or trademark in the Product or in respect of the use of the Product.

9. NO AGENCY OR PARTNERSHIP:

9.1 Licensee shall be a bare licensee only under the terms of this Agreement and this Agreement shall not be construed or relied upon by Licensee so as to hold itself out as an agent for or partner with County of Oxford;

9.2 Licensee shall not represent, portray, or otherwise hold itself out, either directly, indirectly, or by innuendo to the general public as an agent, partner, or representative of County of Oxford in any manner whatsoever;

9.3 This Agreement shall not be deemed to create any agency or partnership relationship between the parties whatsoever.

10. RELEASE, WAIVER AND INDEMNITY:

10.1 Licensee, for itself, its successors, trustees, and administrators, hereby release, waives and forever discharges County of Oxford of and from all claims, demands, costs expenses, actions, and causes of actions, whatever in law or equity, in respect of the use, application, integration, or employment of the Product by the Licensee, for the purpose for which the Product was acquired by the Licensee, or any subsequent application or use by the Licensee of the Product, and also notwithstanding that County of Oxford may have otherwise contributed to a deficiency, error, mistake, or shortcoming of any kind whatsoever in respect of the Product, its accuracy, integrity, completeness or reliability;

10.2 Licensee shall hold and save harmless and agrees to indemnify County of Oxford from and against any and all liability incurred by County of Oxford arising as a result of or in any way connected with the Licensee's use of the Products;

10.2.1 Licensee acknowledges that County of Oxford does not have the written authority of the Province of Ontario nor any of its Ministries nor the appropriate conservation authorities as to the licensing of their data herein but nevertheless confirms the provisions of paragraph 10.

10.3 It is further acknowledged by the Licensee that the existence of this Section 10 in the Agreement is not any admission or acknowledgement of any negligence, fault, liability, of any kind whatsoever on the part of County of Oxford, in respect of the Product.

11. RIGHTS OF ACCESS AND INSPECTION:

11.1 Licensee shall permit County of Oxford to attend at Licensee's premises, with or without prior notice, and allow County of Oxford and its representatives or agents to gain physical access to the Product and the media and hardware in and by which the Product is stored and to inspect, examine and review the Product and the applications and uses to which the Product has been placed by the Licensee and to remove or destroy, in whole or in part, the Product or any variation of the Product and the media upon which the Product or any variation of the Product exists in the sole and absolute discretion of County of Oxford or its representatives or agents;

11.1.1 The right of access and inspection, examination, review and removal and destruction as noted above shall survive the termination of this Agreement, whether terminated by Licensee or County of Oxford;

11.2 Licensee shall keep County of Oxford informed, by immediate delivery of notice, in writing, to:

Manager, LRIS
Department of Corporate Services
The Corporation of the County of Oxford
P.O. Box 397 (415 Hunter Street)
Woodstock, Ontario
N4S 7Y3

11.3 The License herein shall be as to that Product as of _____ and County of Oxford
(Date)
assumes no obligation as to maintaining currency subsequent to such date.

11.4 The execution of this License by County of Oxford shall be as to the terms herein only and County of Oxford reserves the right not to grant any subsequent or additional licenses or in the event of granting such licenses, upon such terms as it may solely determine all without regard to the license herein.

12. MISCELLANEOUS:

12.1 The rights of the Licensee pursuant to this Agreement shall not be assigned by Licensee without the express written consent of County of Oxford which consent may be arbitrarily withheld.

12.2 The provisions of the Agreement which benefit County of Oxford shall survive the termination of this Agreement;

12.3 This Agreement shall be subject to, and interpreted in accordance with the Laws of the Province of Ontario;

12.4 Section heading are for convenience of reference only;

12.5 This agreement shall be binding on the heirs, successors, and trustees of the Licensee;

IN WITNESS WHEREOF the parties hereto have signed this Agreement,

this _____ day of _____, _____.
(month) (year)

(name of LICENSEE)

Per: _____

I have authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF OXFORD

Per: _____

I have authority to bind the Corporation

Schedule A

Data Description