

Licence Agreement

The Regional Municipality of Waterloo ("RMOW") is providing data and other materials (the "Products") licensed from Teranet Enterprises Inc ("Teranet") and its suppliers, including the Province of Ontario. The Products are described below:

- Province of Ontario Land Registration System (POLARIS) Mapping Data
Polaris property boundary elements showing the limits of the subject and surrounding properties

For the following location(s):

- **PINs:**

Access to and use of the Products is restricted as described in Attachment A, Use and Access of Products.

The Products will be supplied by RMOW to the following Applicant upon execution of this License:

- Applicant:
- Attention:
- Delivery Address:
- Delivery Media & Format:
- Telephone:
- E-mail Address:
- Facsimile:

RMOW warrants that it has the authority to provide the Products to the Applicant under the terms of Attachment A.

In Witness Whereof the parties hereto have duly executed this Agreement

This ____ day of _____, 201__

For the RMOW:

Lucille Bish, Director of Community Services

For the Applicant:

Name:

Title:

On behalf of the Applicant, I have authority to bind the Corporation

If you have questions regarding the delivery of the Products please contact RMOW at <mailto:planningsubmission@regionofwaterloo.ca>

Attachment A: Use and Access of Products

The Regional Municipality of Waterloo ("RMOW") hereby grants to the Applicant, and by extension, those professionals working on behalf of the applicant for a subdivision or condominium plan, including planning consultants, surveyors, and other professionals (the "Consultants"), a non-exclusive non-transferable licence to use the Products for the submission of subdivision and/or condominium plans within the RMOW's digital submissions program only in accordance with the terms and conditions of this agreement. The Applicant acknowledges that: (a) the Products are proprietary copyrighted work of Teranet and its suppliers, and provided to the RMOW under licence for internal use only; (b) a great deal of effort, analysis and selection have gone into creating the Products; and (c) copyright and trade secret rights reside in the Products. Copyright and all other right, title and interest in the Products shall at all times remain with Teranet or its suppliers, as the case may be.

The access to and use of the Products is restricted to the Applicant and the Consultants. The Applicant may not, and shall ensure that the Consultants do not: (a) make any other use of the Products; (b) rent, lease, assign or transfer its use of the Products; (c) assign or further sublicense the rights granted hereunder to any other person; or (c) allow anyone else, or any unlicensed users, to access the Products for any reason other than expressly as set out in this agreement except with RMOW's prior written consent. The Applicant shall take all reasonable precautions to keep the Products from being used or acquired by any person or persons except its employees, agents and representatives who have a "need to know" the same. The Applicant may be required to provide an accounting of all Consultants to whom the Products were provided.

The Products are available to the Applicant, and by extension to the Consultants only for the submission of subdivision and/or condominium plans within RMOW's digital submission program. On submission of subdivision and/or condominium plans or forthwith upon notice from RMOW that this Products license is terminated, whichever occurs first, the Applicant will, and shall ensure that the Consultants: (a) permanently erase the data file originally received and all copies made of same; and if requested by RMOW (b) return all materials provided by RMOW together with a letter to RMOW confirming that Products, and any copies of the Products have been erased or otherwise destroyed. RMOW may terminate this agreement or any licence granted herein immediately on the Applicant's failure to comply with any term or condition herein or for any other reason in RMOW's sole discretion, including without limitation, in the event RMOW's licences from Teranet or any of its suppliers to provide the licence to the Applicant are terminated.

The Products are provided "as is". The Applicant acknowledges RMOW, Teranet and Teranet's suppliers, including the Province of Ontario, make no warranties, express or implied, with respect to the Products supplied by RMOW and all risk as to the results and performance of the Products is assumed by the Applicant. The Applicant further acknowledges that RMOW, Teranet, and Teranet's suppliers, including the Province of Ontario, shall not be liable in any manner to the Applicant or Consultants or any other person or entity for any loss of revenue or profit or savings, lost or damaged data, or other commercial or economic loss or any indirect or incidental, special or consequential damages whatsoever even if they have been advised of the possibility of such damages, or for claims of any nature by a third party. This paragraph shall apply whether or not the liability results from a breach of a fundamental term or condition or a fundamental breach.

The Applicant shall indemnify and hold RMOW, Teranet, its affiliates, and their directors, suppliers, agents, employees and representatives (the "Indemnified") harmless for any costs, damages, losses or expenses that the Indemnified may incur, suffer or become liable for as a result of or in connection with any claim asserted against the Indemnified that arise due to the use of the Products by the Applicant or the Consultants, or any breach of this Agreement by the Applicant.