Ontario Ministry of Natural Resources ELECTRONIC INTELLECTUAL PROPERTY End-User Licence Agreement

March 9 2000

This is a legal agreement between you (the "Licensee"), and the Queen's Printer for Ontario as represented by the Ontario Ministry of Natural Resources (the "Licensor"). BY ACCEPTING THIS ELECTRONIC INTELLECTUAL PROPERTY, YOU AGREE TO BECOME A LICENSEE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. If you do not agree with them, or do not want them to be binding on you, you should promptly return the Intellectual Property for a full refund.

1. Electronic Intellectual Property

In this agreement, Electronic Intellectual Property (the "EIP") means the software, data, map, picture or any other such work provided in an electronic format.

Copyright

The Licensee acknowledges that the Licensor is the sole owner of the EIP and that the Licensor shall retain all Copyright and other rights pertaining to the EIP issued under this licence.

3. Licence for Use

The Licensor grants to the Licensee a non-transferable, non-exclusive, limited-use licence for the EIP. The Licensee may use and make copies of the EIP for its professional or non-commercial end-use only. The Licensee is required to display the following text on all reproductions of the EIP:

Produced by (insert Licensee's name here) under Licence with the Ontario Ministry of Natural Resources © Queen's Printer for Ontario, 20** (** insert year of publication of EIP).

4. Restrictions on Use

Except as provided for in this licence, no part of the EIP may be copied, published, disseminated or used, in any form or by any means other than for the Licensee's own professional or non-commercial end-use only.

5. Term and Termination

The licence is effective until terminated. The Licensee may terminate it at any time by destroying the EIP together with all copies thereof. This agreement terminates without notice in the event that the Licensee is in breach of any term contained herein.

6. Limited Warranty

The EIP is licensed to the Licensee on an "as is" basis, and the Licensor makes no guarantees, representations or warranties with respect to the data, either express or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy, or fitness for purpose.

7. No Duty to provide Updates

The Licensor assumes no obligation or liability whatsoever for the provision of updates or corrections to the EIP, or the provision of notices thereof to the Licensee.

8. Exclusion and Indemnity

The Licensee shall indemnify and save harmless the Licensor, its servants, agents and contractors from and against any claim, demand, or action, alleging loss, costs, expenses, damages, or injuries (including injuries resulting in death) arising out of the Licensee's use of the EIP or in any way relating to this agreement.

9. General

If any provision of this agreement is unenforceable, unlawful or void, the provision shall be deemed severable from the agreement and shall not affect the validity and enforceability of the remaining provisions. This agreement is governed by the laws of Ontario and in the event of dispute, the parties agree to attorn to this jurisdiction.

THE LICENSEE HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.