

City of Mississauga

End User / License Agreement

THIS AGREEMENT dated at the city of Mississauga this March 13, 2006, between the Corporation of the City of Mississauga (the “City”) and Ryerson University Library.

Students, Faculty and Staff using the data must agree to the following terms and conditions:

- The City is the sole proprietor of the GIS information and except for the license granted herein all rights, title and interest in the GIS information shall continue to be the exclusive property of the City.
- The City hereby grants to the user a non-exclusive, non-assignable, non-transferable license to use the GIS information for educational purposes or such other non-commercial purposes as permitted in writing by the City.
- The user, for itself and on behalf of its Agents, agrees that it will not copy, publish or disseminate in any form or any means the GIS information provided by the City.
- The City makes no warranties, representations or guarantees either express or implied, including but not limited to the effectiveness, accuracy, completeness or fitness for a particular purpose of the GIS information.
- The user agrees to indemnify and save harmless the City, its employees and agents against any and all liability, loss, damages, costs, expense or claims which may arise as a result of the grant of this license, or the failure of the user, its Agents, or those for whom in law it is responsible, to abide by the provisions or terms of this Agreement. The indemnity shall continue and survive the expiry of the Terms of this Agreement or its termination pursuant to clause 5(1).
- The City may by written notice given to the User at any time, terminate this agreement in whole or in part in the event that the User fails, refuses, neglects or is unable to perform or discharge its obligations under this agreement.

Researcher: _____ Date: _____

Data Custodian: _____ Date: _____
On behalf of Ryerson University