



GeoNB License Agreement

This is a legal agreement between you (Licensee) and Service New Brunswick (SNB), acting on behalf of all partners involved with the collaborative initiative known as GeoNB. BY ACCESSING, DOWNLOADING, PRINTING OR USING THE DATA, APPLICATIONS, INFORMATION OR MATERIALS BEING PROVIDED WITH, OR ACCESSIBLE PURSUANT TO THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST IMMEDIATELY DISPOSE OF ANY SUCH DATA, APPLICATIONS, INFORMATION, MATERIALS AND ANY DERIVED PRODUCTS.

WHEREAS SNB is the owner of or has rights in the data (the Data) addressed by the terms and conditions of this Agreement;

AND WHEREAS the Licensee wishes to obtain certain rights to the Data, on terms and conditions herein contained;

AND WHEREAS SNB represents that it has full authority to grant the rights desired by the Licensee on the terms and conditions herein contained;

AND WHEREAS the parties hereto are desirous of entering into a licence agreement on the basis herein set forth;

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

1. Definitions

1. **SNB's Data** means any and all Data, the Intellectual Property Rights of which vest with SNB.
2. **SNB's Licensed Rights** means those rights conferred upon SNB by third parties over the use of Data and Applications which are not SNB's Data and Applications.
3. **Data** means any digital data, meta-data, applications or documentation subject to the terms and conditions of this Agreement, and limited to only that data available through the SNB "GeoNB" website (www.snb.ca/geonb).
4. **Derivative Products** means any product, system, sub-system, device, component, material or software that incorporates or uses any part of the Data.
5. **Intellectual Property Rights** means any intellectual property right recognised by law, including any intellectual property right protected through legislation, such as that governing, but not limited to, copyright and patents.

2. Unrestricted Use Licence Grant

1. Subject to this Agreement, SNB hereby grants to the Licensee a non-exclusive, fully paid, royalty-free right and licence to exercise all Intellectual Property Rights in the Data. This includes the right to use, incorporate, sublicense (with further right of sublicensing), modify, improve, further develop, and distribute the Data; and to

manufacture and / or distribute Derivative Products derived from or for use with the Data.

2. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Data, or from the manufacture of Derivative Products, effected by or for the Licensee, shall vest in the Licensee or in such person as the Licensee shall decide.

3. Protection and Acknowledgement of Source

1. The Licensee may choose to identify GeoNB as a data source where any of the Data are redistributed, or contained within Derivative Products. Use of the Data shall not be construed as an endorsement by SNB, nor its GeoNB partners, of those Derivative Products. If the Licensee chooses to identify GeoNB as a data source, the Licensee shall use the following text: "GeoNB – www.snb.ca/geonb".

4. Warranty, Liability, Indemnity

1. Except as expressly provided in this Agreement, this web site and all Data, products, services and software on this web site or made available through this web site are provided "As is" without any representations, warranties, guarantees or conditions, of any kind, whether expressed or implied, statutory or otherwise.
2. SNB makes no representation or warranty of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the Data and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose of the Data. SNB does not ensure or warrant compatibility with past, current or future versions of your browser to access the site's Data.
3. The Licensee shall have no recourse against SNB, nor its GeoNB partners, whether by way of any suit or action, for any loss, liability, damage or cost that the Licensee may suffer or incur at any time, by reason of the Licensee's possession or use of the Data.
4. The Licensee shall indemnify SNB, and its GeoNB partners, and their officers, employees, agents and contractors from all claims alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the Licensee's possession or use of the Data.
5. The Licensee shall license all individuals (or companies) who obtain Data or Derivative Products from the Licensee the right to use the Data or Derivative Products by way of a license agreement, and that agreement shall impose upon these individuals (or companies) the same terms and conditions as those contained in section 4.0 of this Agreement.
6. The Licensee's liability to indemnify SNB under this Agreement shall not affect or prejudice SNB from exercising any other rights under law.
7. SNB assumes no obligation to update the Data on this site. The Data on this site may be changed without notice to the Licensee.

5. Term

1. This Agreement is effective as of the date and time of acceptance (Atlantic Time) and shall remain in effect for a period of one (1) year, subject to subsections 5.2 and 6.0 below
2. At the end of the first term, this Agreement shall automatically be extended for successive one (1) year terms, subject to section 6.0 below, provided the Licensee is not then in breach of any of the terms and conditions of this Agreement.

6. Termination

1. Notwithstanding section 5.0, this Agreement shall terminate:
 - i. automatically and without notice, if the Licensee commits or permits a breach of any of its covenants or obligations under this Agreement;
 - ii. upon written notice of termination by the Licensee at any time, and such termination shall take effect thirty (30) days after the receipt by SNB of such notice; or
 - iii. upon mutual agreement of the parties.
2. Upon the termination for whatever reason of this Agreement, the Licensee's obligations under section 4.0 shall survive; and the Licensee's rights under section 2.0 shall immediately cease.
3. Upon the termination for whatever reason of this Agreement, the Licensee shall delete or destroy all Data acquired under this Agreement immediately or within a reasonable timeframe where the Data is required to complete orders of Derivative Products made before the termination date of this Agreement.

7. General

1. **Applicable Law**

This agreement will be governed by the laws of the Province of New Brunswick and the federal laws of Canada and shall be treated in all respects as a New Brunswick contract, without reference to the principles of conflicts of law.
2. **Entire Agreement**

This Agreement 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.
3. **Dispute Resolution**

If a dispute arises concerning this Agreement, the parties shall attempt to resolve the matter by negotiation.