

LICENSE AGREEMENT FOR THE PROPERTY REGISTRY DATA

This is a legal agreement between _____ (“User”) and The Property Registry (“TPR”). BY ACCESSING DOWNLOADING, PRINTING OR USING THE DATA BEING PROVIDED WITH, OR ACCESSIBLE PURSUANT TO THIS AGREEMENT, THE USER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

WHEREAS TPR holds on behalf of Her Majesty the Queen in Right of Manitoba (HMQ) certain proprietary rights in digital data consisting specifically of tiff images of registered plans of survey (“Data”), which form part of the Land titles Office registered survey plan database.

AND WHEREAS the Data is being made available electronically to the User upon execution of the Agreement;

AND WHEREAS the User wishes to access and use the Data;

NOW THEREFORE the User and TPR covenant and agree as follows:

SECTION 1.00 – RESERVED RIGHTS AND GRANT OF LIMITED LICENCE

- 1.01 All Data is copyrighted © 2006, Her Majesty the Queen in Right of Manitoba, as represented by the Registrar-General of The Property Registry. All rights reserved, the User acknowledges that the Data is protected under the *Copyright Act (Canada)*.
- 1.02 The Data will be made available to the User on a case-by-case basis during the term hereof for the prescribed fee as set forth in *The Land Titles Fee Regulation, 171/89*, as may be amended or revised from time to time, subject to the terms and conditions of this Agreement. The User shall own the disks or tapes on which the Data is recorded, but HMQ retains all ownership interests in the Data.
- 1.03 Subject to clauses 1.02, 1.04 and 1.05, the User is hereby granted a perpetual, fully paid-up, royalty free, non-sublicensable, non-transferable, non-exclusive, limited license to:
 - a) use the data
 - b) select, print or arrange all of, or portions or features from these Data; and
 - c) distribute Data, free of charge, in its original source form, to its employees only,all for the User’s own internal purposes.
- 1.04 Reproducing or redistributing the Data for sale, lease or sublicense in whole or in part is strictly prohibited.
- 1.05 When the Data is being used by the User in accordance with clause 1.03, the User shall reference the source of information as: “© 2006 Her Majesty

the Queen in Right of Manitoba, as represented by the Registrar-General of The Property Registry. All rights reserved.”

- 1.06 For greater certainty, the User and TPR agree that the terms and conditions of this Agreement do not apply, nor shall they be deemed to apply, to any data, information or materials which have been made available by the TPR to the User prior to the date of the execution of this Agreement.

SECTION 2.00 – NO ADVICE OR WARRANTIES

- 2.01 THE DATA IS PROVIDED ON AN “AS IS” BASIS AND HMQ AND TPR MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES RESPECTING THE DATA. EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, EFFECTIVENESS, COMPLETENESS, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
- 2.02 The User specifically acknowledges and agrees that in the event of any discrepancies between the Data and the original plan, the original plan shall prevail.
- 2.03 TPR may authorize other parties to use the same Data. TPR may also restrict the access to the Data, may charge fees for access to the Data from time to time and may change the format of the Data. The requirements contained in this clause 2.03 do not apply to any Data, or parts thereof, which may be in the possession of the User prior to any such restriction or change.
- 2.04 Data being provided to the User pursuant to this Agreement may be updated or amended from time to time. In order to obtain copies of the updated or amended Data, or new copies of registered plans of survey, the User shall pay to TPR the prescribed fee as set forth in *The Land Titles Fee Regulation, 171/89*, as amended or revised from time to time, in which case such Data and plans shall be subject to the terms of this Agreement.
- 2.05 TPR reserves the right to revoke permission to use the Data in the event that the User violates or exceeds its limited license to use the Data, provided that such event remains uncured by the User for thirty(30) days after receipt of written notice from the TPR accompanied by the permission to use the Data, the User agrees to immediately destroy the Data remaining in its possession, including any copies thereof, and will provide written certification to TPR confirming that the Data and any copies have been destroyed, upon request.

SECTION 3.00 – NO LIABILITY / INDEMNIFICATION

- 3.01 HMQ AND TPR SHALL NOT BE LIABLE IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES WHICH MAY RESULT FROM THE USER'S USE OR POSSESSION OF THE DATA IF: (i) THE DATA HAS BEEN ALTERED, REFORMATEED OR CHANGED IN ANY WAY FROM THE FORMAT IN WHICH IT WAS ORIGINALLY GIVEN TO THE USER; OR (ii) THE USER IS USING OR RELYING ON DATA TO WHICH UPDATES OR AMENDMENTS HAVE BEEN MADE AVAILABLE BY TPR. HMQ AND TPR SHALL NOT BE LIABLE IN ANY WAY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE DATA IN THESE CIRCUMSTANCES.
- 3.02 The User shall indemnify and save harmless HMQ and TPR and its respective Ministers, officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expense, damages or injuries (including injuries resulting in death) arising out of the circumstances identified in clause 3.01.

SECTION R.00 – CHOICE OF LAW / TERM

- 4.01 This Agreement shall be interpreted in accordance with the laws in force in the Province of Manitoba, Canada and the parties irrevocably attorn to the jurisdiction of and agree to bring any actions exclusively in the courts of Manitoba.
- 4.02 This Agreement may be terminated at any time by either party giving the other party five (5) days' advance notice in writing.
- 4.03 In the event that this Agreement is terminated by HMQ in accordance with clause 4.02, such termination will not affect any licenses to use Data which have been granted to the User in accordance with Section 2.00 will continue to apply to such Data.

SECTION 5.00 – USER INFORMATION

5.01 The following information is being collected for the purpose of maintaining a directory of Users of the Data for future notification purposes. Any personal information provided is protected by the privacy provisions contained in *The Freedom of Information and Protection of Privacy Act* (Manitoba). If you have any questions about the information being gathered, please contact: Richard M. Wilson at (204) 945-0446.

Last Name: _____
First Name: _____
Organization/Department: _____
Address: _____

Postal Code: _____
E-Mail Address: _____

Specify all branches and/or sections included under this Agreement:

This Agreement has been agreed to and executed by the User, by its duly authorized representative, and by the Registrar-General on behalf of HMQ, on the dates noted below:

SIGNED IN THE PRESENCE OF:

(Witness)

_____(Sign)

Name: _____(Print)

Position: _____

Date: _____

THE PROPERTY REGISTRY

(Witness)

Registrar-General of
The Property Registry

Date: _____