END-USER AGREEMENT FOR DIGITAL DATA

THIS is a legal Agreement between you, the "End-User", and HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("Canada"), represented by the Minister of Natural Resources regarding the terms and conditions of the use of Digital Data. BY OPENING THE DIGITAL DATA DELIVERED WITH 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, PROMPTLY RETURN THE DIGITAL DATA TO THE GEOLOGICAL SURVEY OF CANADA BOOKSTORE.

WHEREAS Canada is the owner of the proprietary rights in the Digital Data delivered with this Agreement;

WHEREAS the End-User wishes to obtain the right to use the Digital Data;

and WHEREAS Canada is prepared to licence to the End-User the right to use the Digital Data for the End-Users' own internal use subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, Canada and the End-User for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, covenant and agree as follows:

1. The End-User acknowledges that the Digital Data are protected under the *Copyright Act* of Canada.

2. The Digital Data is licensed, not sold, to the End-User for use subject to the terms and conditions of this Agreement.

3. The End-User shall use the Digital Data on a single computer. The End-User must obtain a supplementary licence from Canada before using the Digital Data in connection with systems, multiple central processing units, computer networks, or emulations on a mainframe or minicomputer. If the End-User is an employee of a library, or a member of the faculty, the staff or the students of an educational institution, public access may be provided from workstations on library premises for scholarly research, educational and personal use. Remote access by members of the public is not permitted.

4. The End-User may make one (1) copy of the Digital Data for the purpose of backup only, which copy may not be used except in the event that the primary copy is damaged, destroyed or lost. The End-User shall reproduce on the backup copy the copyright notice.

5. Except as provided in article 4, The End-User shall not duplicate or reproduce the Digital Data, nor authorize or allow any party to duplicate or reproduce the Digital Data, in whole or in part, in any form or format whatsoever without the prior written consent of Canada. If the End-User is an employee of a library, or a member of the faculty, the

staff or the students of an educational institution, permitted access includes the retrieving, displaying, searching, downloading, printing and storing of individual articles for scholarly research, educational and personal use. Copying and storing of entire digital publications is not permitted.

6. The End-User shall not sell, loan, lease, distribute, transfer or sublicense the Digital Data or otherwise assign any rights under this Agreement to any third party without the prior written consent of Canada.

7. The Digital Data are provided on an “as is” basis and Canada makes no guarantees, representations or warranties respecting the Digital Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

8. Canada 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, direct or indirect, which may result from the End-User’s use or possession of the Digital Data or in any way relating to this Agreement. Canada shall not be liable in any way for loss of profits or contracts, or any other consequential loss of any kind resulting from the End-User’s use or possession of the Digital Data or in any way attributable to this Agreement.

9. The End-User shall indemnify and save harmless Canada and its 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, expenses, damages or injuries (including injuries resulting in death) arising out of the End-User’s use or possession of the Digital Data or in any way relating to this Agreement.

10. This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, Canada.