



**CORPORATION OF THE TOWN OF INGERSOLL
BY-LAW NO. 08 - 4428**

**A by-law to authorize the execution of an Agreement with
Union Gas Limited.**

WHEREAS the Corporation of the Town of Ingersoll is desirous of entering into an agreement with Union Gas Limited.

AND WHEREAS the Corporation of the Town of Ingersoll is permitted to utilize the product for the purpose of using Union Gas mapping information, on the terms and conditions contained in the agreement.

NOW THEREFORE the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk are hereby authorized to execute an agreement with Union Gas and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That a copy of the said agreement shall be annexed to and form part of this by-law.

READ a first and second time in Open Council this 9th day of June 2008.

READ a third time in Open Council and passed this 9th day of June 2008.

THE CORPORATION OF THE TOWN OF INGERSOLL

Paul Holbrough, Mayor

Elaine Clark, Clerk



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LICENSE AGREEMENT

THIS AGREEMENT made to be effective this 9 day of June 2008
(Day) (Month) (Year)

BETWEEN:

UNION GAS LIMITED

("Union Gas")

- and -

THE CORPORATION OF THE TOWN OF INGERSOLL

("Licensee")

WHEREAS Union Gas has produced digital parcel fabric and pipeline infrastructure;

AND WHEREAS the Licensee has requested a license from Union Gas permitting the Licensee to utilize the Product for the purpose of using Union Gas mapping information, on the terms and conditions contained in this Agreement;

AND WHEREAS Union Gas has agreed to provide the Licensee with a non-exclusive license to utilize the Product upon the terms and conditions set forth;

THEREFORE, in consideration of mutual covenants, the parties covenant and agree as follows:

1. Union Gas hereby grants to the Licensee a non-exclusive and revocable license to use the Spatial GIS & Mapping data in electronic format ("Product") as specified and upon the terms and conditions as set out in this Agreement.
2. The Licensee has a non-exclusive, perpetual license to use the Product as follows:
 - a) The Licensee is permitted to copy, translate, reproduce (by any means including electronic, mechanical photocopying or recording), adapt the Product, extract data from the Product and create derivative products using the Product or paper products thereof.
 - b) The Licensee may share and permit to be shared any and all aspects of the Product with its consultants and advisors subject to the same terms and conditions as are applicable to Licensee in this Agreement.
3. Except for the license granted herein, Union Gas owns all right, title and interest in the Product in all languages, formats and media, including copyrights, intellectual property and other proprietary rights therein, and the Product shall continue to be the exclusive property of Union Gas.
4. The Licensee may not sell, assign or otherwise transfer this Product without the prior written consent of Union Gas, except as specifically authorized herein.
5. The method of information transfer will be mutually agree to based on available technology of Union Gas and the Licensee, with the default method being Compact Disc (CD) ROM. The medium of delivery of the product could include, but not limited to: DVD, Email attachment, Portable Storage Device, File Transfer Protocol (ftp) site or similar.



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6. The Product will include:
- a) Base Map Data
 - i) Landbase Parcel Fabric – Linear and polygon features, where owned by Union Gas, of Township, Concession, Lot and individual land parcels.
 - ii) Address – Point and polygon features of Union Gas customers
 - iii) Street Centre Line – Linear features of streets
 - iv) Topographic Features – Liner and polygon features of rivers, lakes, streams, boundaries
 - b) Facility Information
 - i) Natural Gas Pipelines – Transmission & Distribution linear features of pipelines
 - ii) Natural Gas Service Lines – linear features of services
 - iii) Natural Gas Valves – point location of inline gas valves
 - iv) Natural Gas Regulation Sites – point location of pressure regulating stations
7. Union Gas agrees to provide the Product to the Licensee as a true north georeferenced file, in a projection, coordinate system and datum model as requested by the Licensee. The product will be in metric (m) units in either of the below formats:
- c) CAD file in Bentley MicroStation (*.dgn) or Autodesk AutoCAD (*.dwg)
or
 - d) GIS database in ESRI ArcView (*.shp), Intergraph GeoMedia (*.mdb) or Map Info (mid/mif)
- Union Gas will consider, but shall not be obligated to provide the Product in other CAD and GIS file formats as requested by the Licensee for its mapping system requirements.
8. The Product is provided "as is" without any warranty of any kind, express or implied, including but not limited to warranties as to the accuracy, completeness, merchantability or fitness for any purpose, arising by law or by statute. The Licensee assumes the entire risk related in any way to use the Product. Licensee agrees and acknowledges that the Product must not be used as a tool to locate underground infrastructure for the purposes of excavation and shall not allow anyone to use the Product for that purpose.
9. Union Gas assumes no responsibility whatsoever for the provision of updates or corrections to the Product, or for the provision of notices thereof to the Licensee.
10. Union Gas shall have no liability to the Licensee or to any other person or entity for any claim relating in any way whatsoever to the Licensee's use or inability to use the Product, or compatibility of the Product with any system or systems of the Licensee, or for any damages, including but not limited to any loss of profits or contracts or other incidental, consequential, exemplary, direct, indirect or special damages relating in whole or in part or in any way whatsoever to the Licensee's rights under this Agreement or to the use or inability to use the Product which shall include, but not limited to, any claim by a third party asserting or involving a patent or copyright violation. This term shall survive the expiry or termination of this Agreement, for a period of 5 years.
11. The Licensee shall indemnify and save harmless Union Gas, its servants, agents, officers and employees from and against any claim, demand or action, irrespective of the nature of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising directly or indirectly from the Licensee's, or any third party to whom the Licensee provides the Product, use of or possession of the Product or in any way whatsoever relating to this Agreement, expressly excluding, a claim by a third party asserting or involving a patent or copyright violation by Union Gas. This term shall survive the expiry or termination of this Agreement for a period of 5 years.



- 12. This Agreement shall be in force from the date of execution or date of delivery of the Product, whichever is later, and shall continue in force unless terminated as provided in this Agreement. Either party on one years notice with or without cause may terminate this Agreement. In the event of termination, both parties agree to return material furnished to them by the other party within a reasonable period of time.
- 13. This Agreement shall not be assigned without the prior written consent of Union Gas, which may not be unreasonably withheld.
- 14. This Agreement constitutes the entire agreement and understanding of the parties as to this license and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied between them.
- 15. No amendment of this Agreement of any kind of its terms and provisions shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit.
- 16. Each provision of this Agreement which is expressly stated to survive and those that are by their nature intended to survive termination or expiration of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
- 17. This Agreement shall be subject to, and interpreted in accordance with the Laws of the province of Ontario.
- 18. Nothing in this Agreement creates the relationship of principal and agent, employer and employee, partnership or joint venture between parties.
- 19. This Agreement shall be binding on the parties, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto signed and sealed this Agreement.

UNION GAS LIMITED

By (Signature): _____
 I have the authority to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

LICENSEE

By (Signature): _____
 I/We have the authority to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

By (Signature): _____
 I/We have the authority to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____