

License Agreement

Important Notice

READ CAREFULLY BEFORE OPENING THE SEALED PACKAGE CONTAINING THE DATA.

Notice of Copyright in the Digital Base Map Product and Software

All data on the media used to convey this Digital Base Map Product, any application software that may be included and all accompanying written materials are protected by copyright laws and international treaty. Copyright belongs to Her Majesty the Queen in Right of the Province of British Columbia. You may not copy the data, the software or the accompanying materials except as authorized by the following license agreement.

License Agreement

This is a legal agreement between you, on behalf of your organization, as the licensee, and Her Majesty the Queen in Right of the Province of British Columbia (the "Province"). BY OPENING THE SEALED PACKAGE CONTAINING THE DATA, OR BY PERFORMING THE FOLLOWING KEY STROKES TO RECEIVE THE DATA BY ELECTRONIC TRANSFER (XXXX), YOU AGREE ON BEHALF OF YOUR ORGANIZATION TO BECOME A LICENSEE AND YOU, YOUR ORGANIZATION AND ALL INDIVIDUALS WITHIN YOUR ORGANIZATION WILL BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. If you do not agree to be bound by them, return the entire package (including the disks in their unopened packaging) to the location from which you obtained it for a full refund.

- 1. Data:** The Province is the exclusive owner of the Digital Base Map Product and Software which includes but is not limited to the following: TRIM 1:20,000 positional files; TRIM 1:20,000 representational files; 1:250 000 restructured files; 1:2 000 000 restructured files; Geodetic Survey Control; BC Active Control System; Gazetteer; Orthophotos; and all accompanying written materials (the "Product").
- 2. Software:** The Province is the exclusive owner of the application software which may be used to manipulate, view, expand or convert the Product and Software. The software includes, but is not limited to; National Transformation (NAD27 to NAD83 conversion), TRIMVIEW (for viewing the Product and Software), EXPAND2 (MoEP to ASCII), and the [BC SAIF](#) (Spatial Archive Interchange Format) suite of utility software (the "Software").
- 3. Copyright:** You acknowledge the copyright as stated in the Notice of Copyright above. The Province retains the title to the Product and Software recorded on the original medium and all subsequent copies. Your right to use the Product and Software is limited to the license granted by this agreement.

4. **License to use:** You may use and display the Product and Software on a single-user computer, on a single terminal or workstation of a network or multi-user computer. You may physically transfer the Product and Software from one computer to another and may electronically transfer it over a network. You may use the Product and Software in your own organization but may not distribute the Product and Software in whole or in part, to any other person in another organization except as part of a value-added Product and Software under a further license agreement with the Province. (If you develop a specific value-added application, based on the Product, for resale, contact the Director of Base Mapping and Geomatic Services Branch to negotiate a further value-added license agreement.)

5. **Copy restrictions:** You may make one or more machine-readable copies of the Product and Software for backup purposes only. You may not use those copies for any other purposes. You may not distribute copies of the Product and Software, accompanying written material, or any value-added application based on the Product and Software to others.

6. **Use restrictions:** You may not decompile, disassemble, reverse engineer, copy, transfer, use the Product and Software to provide services to others, with or without charge, or otherwise use the Product and Software except as stated in this agreement.

7. **Transfer of license:** You may not transfer any of your rights under this agreement except as stated in this paragraph. You may permanently transfer your license to use the Product and Software and accompanying written materials to another person by delivering simultaneously the original disks and materials and a copy of this agreement to that person. This transfer terminates your license to use the Product and Software. You must at the same time destroy all copies of the Product, Software and accompanying written materials in your possession that you do not deliver to the other person. On first using the Product and Software, the person to whom it is transferred becomes bound as the licensee under this agreement and is licensed in accordance with its terms.

8. **Termination of license:** This license agreement terminates automatically, without notice from the Province, if you fail to comply with any of its terms. On termination, you must destroy all copies of the Product and Software in your possession, including all modified copies.

9. **Warranty:** You agree to the limited warranty and limitation of remedies provided below:

Limited Warranty

The Product and Software is provided "as is", without warranty of any kind except as provided for in this paragraph. The entire risk as to results and performance of the Product and Software is with you. The Province warrants that the components of the Product and Software will be free from any and all defects in materials and workmanship for a warranty period of 30 days from the date of delivery of the original license. You may return to the Province the defective disks within that period with proof of license (copy of invoice or shipping papers) and the Province will either credit your account, replace without charge the defective disks, or, if the Province determines that there are no defects in materials or workmanship, the Product and Software will be returned to you.

The above is the only warranty of any kind, express or implied, statutory or otherwise, including but not limited to implied warranties of accuracy, merchantability and fitness for a particular purpose. The Province expressly disclaims any warranty of merchantability or fitness for a particular purpose of the Product and Software. You assume the entire risk as to the suitability of the Product and Software for your intended purpose(s). In no event will the Province be liable in either tort or contract to you or any other party for damages, including any special incidental, consequential or indirect damages arising out of the use, performance or furnishing of the Product and Software, associated documentation or other services supplied by the Province, even if the Province has been advised of the possibility of such damages. Without limiting the generality of the foregoing, the Province will not be liable to you for any loss of use, revenue or profit even if the Province had been advised of the possibility of such potential loss or damage, or for any claim or action brought against the Province by any third party and for valuable consideration the receipt and sufficiency of which is hereby acknowledged. You agree to indemnify and save harmless the Province from and against any liability arising out of any of the circumstances referred to in this paragraph.

10. **General:** The Province reserves the right to revise the master copy of the Product and Software and accompanying written materials and to make changes from time to time in content without any obligation to notify you of such revision or changes. This agreement constitutes the complete agreement between the Province and you and supersedes all previous proposals, oral and written, representations, negotiations, commitments and other communications between the parties. This agreement may not be changed or modified except by an instrument in writing signed by the parties. If any provision of this agreement is found to be illegal, invalid, or unenforceable it will be severable from this agreement, and the remaining provisions will not be affected thereby and will be valid, legal and enforceable. This agreement will be governed by and construed in accordance with the laws of British Columbia.

Contact: Nancy Liesch, Director of GeoBC, Email: Nancy.Liesch@gov.bc.ca