



*From anywhere... to anyone*

# **MUNICIPAL AMALGAMATION DATA LICENCE AGREEMENT**

**MUNICIPAL AMALGAMATION DATA  
LICENCE AGREEMENT**

**Between:** \_\_\_\_\_,  
a corporation incorporated under the laws of \_\_\_\_\_,  
with its address for notice under this agreement at  
\_\_\_\_\_

**Attention:** \_\_\_\_\_

("Licensee")

**And:** CANADA POST CORPORATION,  
a corporation incorporated under the laws of Canada,  
with its address for notice under this agreement at  
Canada Post Place, 2701 Riverside Drive, Suite N0671,  
Ottawa ON K1A 0B1,

**Attention:** \_\_\_\_\_

("Canada Post")

**Background**

Canada Post has compiled and maintains a point of call database containing addressing information related to addresses that have changed or have been modified as a result of municipalities that have amalgamated as well as certain addresses changed by Canada Post.

NOW THEREFORE in consideration of the grant and mutual agreements set forth below, the parties agree as follows:

**1.0 The Licence**

- 1.1 Canada Post represents that it is the sole owner of the copyright of the Amalgamation Data file.
- 1.2 Subject to the terms and conditions contained in this Agreement, Canada Post grants the Licensee a non-exclusive non-transferable licence to make use of the Amalgamation Data file solely for the purposes described at Section 2.0 below.
- 1.3 The Licensee agrees to complete and provide the Subscriber Information in the form marked on the attached Appendix A.
- 1.4 Unless terminated or as otherwise provided for herein, Canada Post agrees to provide the Licensee with Amalgamation Data as it makes such data generally available to licensees from time to time.
- 1.5 Such Amalgamation data will be provided on media as mutually agreed to by the Licensee and Canada Post.

## **2.0 Permitted Use**

2.1 Subject to the requirements of this Agreement, the Licensee may use the licensed information for the purpose of one or more of the following reasons:

- a) simply to update Licensee's own internal list from time to time;
- b) to offer list updating services by electronically comparing the mailing lists of clients of the License against the Amalgamation Data file; and,
- c) to use the Amalgamation Data file to develop software that will be able to update client's lists.

IN NO EVENT SHALL THE LICENSEE PROVIDE THE AMALGAMATION DATA FILE TO LICENSEE CLIENTS. THE LICENSEE CLIENTS MUST ENTER INTO AN AGREEMENT DIRECTLY WITH CANADA POST IN ORDER TO USE THE AMALGAMATION DATA FILE.

2.2 The Licence granted to the Licensee does not authorize it to perform any other service or to use the Amalgamation Data file in any matter other than as specifically set out in this Agreement

2.3 The Licensee shall be responsible to ensure that the Amalgamation data is **ONLY** used to update the Licensee and client's lists that have the old address. The Licensee shall take all measures available to it to prevent the resale, exchange, lease, licence or any other use of the data, unless expressly agreed to by Canada Post.

## **3.0 Fees & Payment**

3.1 The Licensee agrees to pay Canada Post an, non refundable Licensing Fee of \$5,000 and all applicable taxes.

3.2 The Licensing Fee shall be payable on execution of this Agreement. Payment is due 15 days from date of invoice. Late payments shall be subject to interest charges of 1.5% per month (18% per annum) or as specified on the invoice.

## **4.0 Term and Termination**

4.1 The parties agree that the term of this Agreement shall expire one year after the effective date unless earlier terminated.

4.2 This agreement is effective on \_\_\_\_\_.

4.3 Canada Post may terminate this agreement without cause on 30 days' notice to the Licensee.

4.4 Canada Post may terminate this Agreement for cause immediately upon notice if:

- (a) the Licensee becomes bankrupt or insolvent, or files any proposal or makes any assignment for the benefit of creditors;
- (b) a receiver is appointed for any of the property of the Licensee;
- (c) an order is made for the winding up of the Licensee;

- (d) the Licensee makes a sale in bulk of all, or substantially all, of its assets;
- (e) the Licensee fails to make payment of any amount due and continues to be in default ten (10) days after notice of such default.

4.5 Termination if this Agreement shall be without prejudice to the rights of the parties that have accrued prior to termination.

#### 5.0 **Indemnification**

5.1 Canada Post shall at all times indemnify and render harmless the Licensee from and against all claims, damages, awards, judgments, actions and proceedings with regard to Canadian copyright infringement involving the Information provided (a) the Licensee provides Canada Post notice of any claim or cause of action upon which Licensee intends to base a claim of indemnification hereunder with sufficient promptness to avoid prejudicing Canada Post's defense thereof, (b) Canada Post has the sole control of the defense and settlement of such claim or cause of action, (c) the Licensee provides reasonable assistance and cooperation to enable Canada Post to defend the action or claim hereunder, and (d) the Licensee refrains from making prejudicial statements associated with such claim without the prior written consent of Canada Post. In no event shall Canada Post be liable for indirect, special, incidental, consequential or other damages. The rights stated in this Section 5.1 shall be the Licensee's sole right and remedy and Canada Post's sole obligation with respect to such copyright infringement.

5.2 The Licensee shall at all times indemnify and render harmless Canada Post from and against all claims, damages, awards, actions or proceedings by whomsoever made, brought or prosecuted in respect of loss, or damage to or destruction of property or personal injury including death and from and against any and all loss of, damage to or destruction to property and expenses (including legal fees and disbursements, on a solicitor and client basis) suffered or incurred by Canada Post, arising out of the Licensee's act or omission relating to this Agreement except to the extent contributed to by the negligence of Canada Post.

#### 6.0 **Limitation of Liability/Insurance**

6.1 Canada Post makes no warranty or representation, either express or implied, with respect to the Amalgamation Data file, including its correctness, quality, performance, merchantability, or fitness for particular purpose.

6.2 Except as provided for in Section 5.1, Canada Post shall not be liable for direct, indirect, special, incidental, consequential or other damages arising out of use or inability to use the Information, even if advised of the possibility of such damages.

#### 7.0 **General**

7.1 **Entire Agreement:** This Agreement embody the entire agreement between the parties and no representation, understanding, or agreement, verbal or otherwise exists between the parties except as herein expressly provided.

7.2 **Assignment:** The Licensee shall not assign or otherwise encumber any of its interest in this Agreement without the written consent of Canada Post. Any attempt to assign or otherwise encumber this Agreement without such consent shall be void.

7.3 **Governing Law:** If the Licensee's address is not in a Canadian province or territory, the Agreement shall be governed by and interpreted under the laws in force in the province of Ontario, Canada.

7.4 Notice: Any notice given by either party shall be in writing and delivered personally, by Registered Mail, by Priority Courier with signature or by Xpresspost with signature. Notices sent by Registered Mail shall be deemed delivered four (4) business days after mailing, except no Saturday, Sunday or holiday will considered a business day.

Notices shall be sent to Canada Post at:

ATTENTION: PRODUCT MANAGEMENT AND SUPPORT, MANAGER  
CANADA POST CORPORATION  
2701 RIVERSIDE DRIVE, SUITE B216  
OTTAWA ON K1A 0B1

Canada Post will send notices to the Licensee at the Licensee's mailing address, identified on the face of this Agreement. Either party may, by notice, change its address for notice.

7.5 Severability: If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, that term shall be deemed severed from this Agreement.

7.6 Amendment: Canada Post reserves the right to modify, discontinue services or otherwise amend this Agreement by giving the Licensee thirty (30) days notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement each on the date below the signature of its duly authorized representative.

**AGREED**

\_\_\_\_\_  
"LICENSEE"

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
Please Print

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CANADA POST CORPORATION**

Signature: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_  
Please Print

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A Subscriber Information

**Company Name:** \_\_\_\_\_

### **Administrative & Billing Contact**

Name : \_\_\_\_\_

E-mail address: \_\_\_\_\_

Department: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_ Street

\_\_\_\_\_ City Province Postal Code

\_\_\_\_\_ Country

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

### **Technical Contact / Ship data to:**

**Same as above, or:**

Name : \_\_\_\_\_

E-mail address: \_\_\_\_\_

Department: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_ Street

\_\_\_\_\_ City Province Postal Code

\_\_\_\_\_ Country

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Any changes to the information on this page should be promptly communicated to Canada Post

