

**DEPARTMENT OF NATURAL RESOURCES  
GEOMATICS CANADA**

**AGREEMENT FOR THE USE OF GHOST ADJUSTMENT SOFTWARE**

THIS is a legal Agreement between the “**End-User**” and HER MAJESTY THE QUEEN IN RIGHT OF CANADA (“**Canada**”), represented by the Minister of Natural Resources. BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

WHEREAS Canada is the owner of the proprietary rights in the GHOST (Geodetic adjustment using Helmert blocking Of Space and Terrestrial data) Software or any subset thereof (hereafter referred to as“**GHOST**”) and delivered with this Agreement;

WHEREAS the End-User wishes to obtain the right to use GHOST;

AND WHEREAS Canada is prepared to license to the End-User the right to use GHOST for the End-User’s own internal use subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, Canada and the End-User covenant and agree as follows:

1. The End-User acknowledges that GHOST is protected under the *Copyright Act* of Canada and belongs to Natural Resources Canada.
2. GHOST is licensed, not sold, to the End-User for use subject to the terms and conditions of this Agreement. Canada retains all ownership interests in the GHOST.
3. The End-User may use GHOST for the End-User’s own internal use.
4. The End-User may make copies of GHOST for internal use.
5. The End-User shall not sell, loan, lease, distribute, transfer or sublicense GHOST or any subset of GHOST or otherwise assign any rights under this Agreement to any third party without the prior written consent of Canada.
6. GHOST is provided on an “as is” basis and Canada makes no guarantees, representations or warranties respecting GHOST, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.
7. 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 GHOST 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 GHOST or in any way attributable to this Agreement.
8. The End-User shall indemnify and save harmless Canada and its Ministers 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 GHOST or in any way relating to this Agreement.
9. This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, Canada.
10. In any publications that make use of the GHOST software or output thereof, the end-user shall acknowledge Geodetic Survey Division, Natural Resources Canada for providing the software.

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Date

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Authorized Signing Officer

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Company Name (End-User)