DATA WAIVER

By accepting the 'Data' from 'The Town of Halton Hills' the 'User' accepts all conditions as follows:

a. The Town of Halton Hills shall not be required to provide any technical or other support for the installation or use of the Data, which shall be the sole responsibility and expense of the user.

b. The User shall obtain and install at its own expense any software or hardware required for the use the Data. The Town of Halton Hills shall not be responsible for the appropriateness of any software or hardware acquired by the Licensee for the use of the Data.

c. The Town shall not be obliged to update the Data or make any changes thereto at the request of the user. The provision or granting of rights to any new edition or version of the Data is not implied by the provision of this data and is subject to further agreement between the parties at the discression of The Town of Halton Hills.

d. The User accepts the Data "as-is". The Town of Halton Hills makes no representations or warranties, either express or implied, as to any matter in relation to the Data, including, without limitation, the condition, accuracy, quality or freedom from error of the Data or its fitness for any particular purpose.

e. Neither the Town of Halton Hills nor any of its Councillors, Officers, Employees or Agents shall be liable for any damages or losses resulting from any errors, omissions or inaccuracies in the Data, or from any use, interpretation or application of the Data.

f. The User assumes full responsibility for any risk associated with the use or misuse of the Data and will indemnify and save harmless the Town of Halton Hills and its Councillors, Officers, Employees and Agents from any claim by a third party for any losses, costs or damages arising out of or related to the use of the Data.

g. The Data shall remain the property of the Town, and all rights that accrue from title and ownership shall remain with the Town. No rights of ownership are in any way transferred to or shared with the Licensee.