Non-Exclusive Distribution License

In order for the University of Waterloo to accept and distribute the deposit, including metadata, abstract and all appendices or other attachments thereto (collectively, the "deposit") through UWSpace, you must agree to the following terms by selecting 'I agree to this Non-Exclusive Distribution License' and clicking 'Complete Deposit', at the bottom of this page.

If you are depositing the deposit on behalf of the author(s) of the deposit, you represent and warrant that:

- you are doing so with permission;
- you have made the author(s) aware of the terms of this license (e.g. by printing it and asking them to read it); and
- you have been granted the authority to accept the terms of this license on behalf of the author(s).

If you cannot agree to the above, please ask the author(s) to complete the deposit.

I agree as follows:

- 1. I hereby grant the University of Waterloo a non-exclusive, perpetual, royalty-free, worldwide license to use, reproduce, publish, display, translate, adapt, convert, archive, sublicense, communicate and otherwise make my deposit available by telecommunication to the public, for academic and other non-commercial purposes, in any format or medium whatsoever, including, but without limitation, braille, video or voice recording, and through any means whatsoever, including, but without limitation, in print, through a software application, or through a website or web-based application.
- 2. Without limiting the generality of the foregoing, I agree that the University of Waterloo may:
 - a. without changing the content, convert or translate my deposit into any format or medium whatsoever for the purpose of preservation, access to the print disabled, or other non-commercial purposes permitted under the Copyright Act;
 - b. reproduce and keep a reasonable number of copies of my deposit for purposes of security, back-up and preservation; and
 - c. decline, in its sole discretion, to exercise its rights hereunder, including, but without limitation, by refusing to publish my deposit or otherwise make it publicly available, removing it from repositories over which it has control.
- 3. I represent, warrant and covenant that:
 - a. I have all necessary right, power and authority to grant to grant this license.
 - b. If third party personal information is included in my deposit I will either obtain all required consents under applicable legislation or I will remove the personal information prior to submitting it hereunder.
 - c. If third party intellectual property is included in my deposit for which, under applicable legislation, I require written permission from the intellectual property owner, I have obtained such permission to do the acts mentioned above for the full term of copyright protection.
 - d. All third party intellectual property is clearly and appropriately identified and acknowledged within my deposit.
 - e. All contributors, including the University of Waterloo, are clearly and appropriately identified and acknowledged within my deposit.
 - f. This license does not and will not conflict with or contravene any other agreements I have entered into with respect to my deposit. I have obtained any required consents and/or given any required notices to third parties. Without limiting the generality of

the foregoing, if my deposit is based upon work that has been sponsored or supported by an individual, agency or organization other than the University of Waterloo, I represent that I have fulfilled any right of review or other obligations required under a contract or agreement with such individual, agency or other organization.

- g. My deposit is not restricted for public access as contemplated under this license.
- 4. I acknowledge and agree that the University of Waterloo:
 - a. will identify the author(s) of my deposit, using the names provided by me in conjunction herewith;
 - b. will not modify my deposit in any way inconsistent with the terms of the license grant, without obtaining my written approval;
 - c. makes no representations, warranties or conditions (statutory or otherwise) except as explicitly contained in this section; and
 - d. is not liable to me or any third party for any loss whatsoever, including, but without limitation, direct, indirect, special, exemplary, punitive, consequential or other damages arising from, in connection with or otherwise related to my deposit or the exercise of or failure to exercise its rights or obligations hereunder.