

## **City of Mississauga --Terms of Use**

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If, as a result of your breach of these Terms of Use or use of the Datasets, the City gets sued or is required to pay someone money, you agree to protect the City and reimburse the City for everything which you cause the City to suffer. This means that you agree to defend, indemnify and hold harmless the City Parties from any and all liabilities, demand, litigation, injury, losses, damages and costs (including taxes) and all related legal costs and expenses, suffered by the City Parties, incurred in connection with any claim arising from: (i) any breach by you of these Terms of Use; (ii) any breach, infringement, misappropriation or misuse of any third party intellectual property right resulting from your modification, revision or customization of the Datasets; and (iii) any malicious, fraudulent (including fraudulent misrepresentation) or criminal conduct (whether by act or omission) by you. You agree to cooperate fully in the defence of any such claim. The City reserves the right to assume, at its own expense, the exclusive defence and control of any matter otherwise subject to indemnification by you. You agree not to settle any matter without the written consent of the City.

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