

# GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION

1. **Definitions.** In addition to the terms defined elsewhere in this agreement, unless the context clearly requires otherwise, the following words have the meanings set forth below:

- a) "Database" means a single, multiple or complete set of CD image data together with the compilation or collection of data containing attributes in respect of the foregoing and the Related Materials;
- b) "Related Materials" means the documentation describing the use of the Database and computer file layouts and data field definitions which describe the organization of the Database; and
- c) "Update" means newly compiled or collected data that relate to the Database or corrections to existing data in the Database produced by or licensed to the Licensor and released by Licensor from time to time during the term of this agreement.
- d) An "Educational User" license grants the subscriber a nonexclusive license to use the digital image files and related data contained herein within computers owned, leased, or otherwise controlled by the subscriber's educational institution. Concurrent use on multiple computers within the subscriber's educational institution is permitted without separate authorization or additional payment of fees associated with additional user licenses. This licensed use is for undergraduate and graduate educational purposes only. Under no circumstances can this data be used for commercial or consulting purposes. The "Educational User" license strictly prohibits the subscriber to copy, transmit, distribute, release or otherwise reproduce or disclose the Database to any person other than on a strict "need to know" basis to allow Subscriber to use the Database for the purposes specified in Article II;

2. **Database.** Upon Subscriber's execution of this agreement, Licensor will deliver to Subscriber at Subscriber's address set out above one copy of the Database and one copy of the Related Materials.

3. **Subscriber** shall be entitled to receive an Update, as such Update becomes available, by paying to Licensor an amount to be determined, in which case such Update will be deemed to form part of the Database and shall be subject to the terms of this agreement.

4. **Proprietary Rights.** Subscriber hereby acknowledges and agrees that:

- a) the Database and all Updates comprise original, useful and valuable information which have been carefully selected, organized, compiled and updated through the expenditure of much effort and expense of the Licensor and/or others, which effort and expense Subscriber will be spared by its ability to receive and use the Database and Updates under this agreement;
- b) the Related Materials, the Database and all Updates include material in which copyright and other intellectual property rights are either owned by or licensed to Licensor; and
- c) If not for this agreement, Subscriber would not receive access to the Database, any Update or the Related Materials.

5. **Prohibitions.** Subscriber will not:

- a) copy, transmit, distribute, release or otherwise reproduce or disclose the Database to any person other than on a strict "need to know" basis to allow Subscriber to use the Database for the purposes specified in Article II;
- b) use the Database for any purpose other than that expressly provided for in Article II; or
- c) alter, modify or add to the Database in a manner that affects its accuracy or makes it misleading.

6. **No Further Obligations.** Subscriber acknowledges that:

- a) the Database, Updates and Related materials are provided by Licensor "as is" and Subscriber is solely responsible for satisfying itself of the suitability of the Database for its planned use; and
- b) nothing in this agreement shall be interpreted to constitute an agreement by Licensor to provide the Database, Updates and Related Materials in any particular form or containing any particular information.

7. **Termination for Material Breach.** If Subscriber breaches any of its obligations under this agreement and fails to correct the breach within 7 calendar days after receiving written notice to do so, or if Subscriber should become insolvent or subjected to any process, proceeding or arrangement for the benefit of the creditors, including any reorganization, receivership or liquidation proceedings, then Licensor

agreement.

8. **Additional Expenses.** The Subscription Fee, as set out in ARTICLE IV - DATABASE, PRICE AND PAYMENT, is exclusive of any sales tax, goods and services tax, withholding tax, duties or other imposts that may be applicable to the payment of licence fees to the Licensor, and the Subscriber shall bear the cost of any such withholding taxes, duties or other imposts, if any.

9. **Events on Termination.** Upon termination of this agreement, Subscriber will cease all use of the Database, all Updates and the Related Materials and return to Licensor its copy of the Database, all Updates, and the Related Materials. Notwithstanding any other provision of this agreement, ARTICLE II - RESTRICTIONS ON USE and Sections 4-12, inclusive, of the GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION and all provisions of this agreement necessary for the interpretation or enforcement of any of the foregoing shall survive termination.

10. **NO WARRANTIES.** THERE ARE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WITH RESPECT TO THE DATABASE, UPDATES AND RELATED MATERIALS.

11. **LIMITATION OF LIABILITY.** NEITHER LICENSOR NOR ANY OF ITS EMPLOYEES, REPRESENTATIVES OR UPSTREAM LICENSORS (ALL OF THE FOREGOING PERSONS, COLLECTIVELY, THE "ASSOCIATES") WILL BE LIABLE TO SUBSCRIBER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGE, OR DAMAGES FOR LOSS OR PROFIT OR SAVINGS, IN CONNECTION WITH THIS AGREEMENT, THE DATABASE, UPDATES, RELATED MATERIALS OR ANY OTHER INFORMATION, MATERIAL OR SERVICES PROVIDED BY LICENSOR TO SUBSCRIBER UNDER THIS AGREEMENT EVEN IF THE CLAIM IS BASED ON THE NEGLIGENCE OF LICENSOR OR OF ANY OF THE ASSOCIATES. IF, DESPITE THE FOREGOING LIMITATIONS, LICENSOR OR ANY OF THE ASSOCIATES SHOULD BECOME LIABLE TO SUBSCRIBER OR ANY OTHER PERSON IN CONNECTION WITH THIS AGREEMENT, THE DATABASE, ANY UPDATE, OR THE RELATED MATERIALS, THEN, THE MAXIMUM AGGREGATE LIABILITY OF LICENSOR AND THE ASSOCIATES FOR ALL SUCH THINGS AND TO ALL SUCH PARTIES WILL BE LIMITED TO THE LESSER OF THE ACTUAL AMOUNT OF LOSS OR DAMAGE SUFFERED BY THE CLAIMANT OR THE TOTAL AMOUNT PAYABLE BY SUBSCRIBER TO LICENSOR UNDER THIS AGREEMENT.

12. **Indemnity.** Subscriber will indemnify and save harmless Licensor and the Associates (as defined above) from and against all damages, losses, costs and expenses (including actual legal fees and disbursement), fines and liabilities incurred by or awarded, asserted or claimed against Licensor or any of the Associates in connection with Subscriber's activities under this agreement or otherwise in connection with the Database, any Update, or the Related Materials, including claims brought by a person using or relying upon any advice given or publication produced or distributed by Subscriber, even if such claims arise as a consequence of the negligence of Licensor or any of the Associates.

13. **Notices.** All notices must be in writing and delivered personally or by facsimile transmission to the address or fax number specified for each party on page 1 of this agreement. Addresses and facsimile numbers for notices may be changed by subsequent notice. Notices delivered personally are given when received. Notices delivered by facsimile transmission are given at the location of receipt on the business day immediately following the date of transmission.

14. **No Assignment.** The License and other rights conferred under this agreement are personal to Subscriber and may not be assigned under any circumstances. Licensor may assign this agreement upon notice to Subscriber.

15. **Entire Agreement.** This agreement contains the entire understanding of the parties with respect to the Database, all Updates and the Related Materials and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. No amendment of this agreement shall be effective unless in writing and signed by the parties.

16. **Governing Law.** This agreement shall be interpreted in accordance with and be governed in all respects by the laws of the Province of British Columbia and the laws of Canada applicable therein. The courts of British Columbia shall have non-exclusive jurisdiction to entertain any action or proceeding brought by the parties in connection with this agreement or any alleged breach of this agreement. The