

## TERMS AND CONDITIONS OF USE CANADA STATUTE SERVICE INTERNET VERSION

"Use of this Product is governed by the terms and conditions of a licence agreement that was executed by you or someone on your behalf. For your reference, the licence agreement is reproduced below. If there is a conflict between the terms and conditions below and the terms and conditions that appear in the licence agreement that was executed by you or someone on your behalf, then the terms and conditions of the executed licence agreement shall govern."

### **LICENCE AGREEMENT** **THE CANADA STATUTE SERVICE – INTERNET (the “Product”)**

#### **Terms and Conditions of Use**

1. **Internet Use:** The Thomson Reuters Canada Ltd (“the Licensor”) grants to you a non-exclusive, non-transferable licence to use the Product only in accordance with and subject to the terms and conditions of this Licence Agreement.

2. **Database Licence:** The Licensor grants to you a non-exclusive, non-transferable licence with respect to the data stored on the Product (“the Database”) as follows:

- (a) to display a copy of all or part of the Database on a computer screen;
- (b) to reproduce or otherwise deal with the Database for private study, research, criticism, review or newspaper summary provided that such reproduction or dealing would constitute a fair dealing under the Copyright Act, R.S.C. 1985, c. C-42, as amended;
- (c) to download, temporarily store and make a copy of all or part of any judicial or quasi-judicial decision including the headnote for such decision contained in the Database (“Reported Decision”) or all or part of any statute or regulation including the annotations for such statute or regulation contained in the Database (“Legislation”) for distribution to a client in the course of legal practice;
- (d) to download, temporarily store and make a copy of all or part of any Reported Decision and/or Legislation to give to a judge or other presiding officer or to other parties in making legal submissions in proceedings before any court, tribunal or person having authority to decide any matter affecting a person’s legal rights or liabilities (“Judicial Proceedings”);
- (e) to authorize or permit a judge or other presiding officer to reproduce all or part of a Reported Decision or Legislation in any decision in Judicial Proceedings; and
- (f) to reproduce all or any part of a Reported Decision or Legislation for the purposes of Parliamentary proceedings.

3. **Live Publish Software Licence:** The use of the Database requires the use of LivePublish software and appropriate upgrades acquired by Licensor from time to time (“the Software”) which is independently owned by FAST Search & Transfer ASA. You are granted a non-exclusive, non-transferable Site licence to use the Software solely in connection with its use of the Database upon and subject to the terms and conditions of this Licence Agreement.

4. **Prohibitions on Use:** Except as you are expressly authorized pursuant to this Agreement, you may not:

- (a) use the Product;
- (b) distribute, sell, rent, sublicense, lease or otherwise make the Product available, directly or indirectly, for use by any other person;
- (c) reproduce any part of the Database for publication or distribution to third parties;
- (d) reproduce any part of the Database for the purpose of storage or creating an archive;
- (e) reproduce all or any substantial part of the Database;
- (f) use or access the Product by means of a webbot, spider, or any other means of automation;
- (g) use all or part of the Product to develop any derivative works; or
- (h) use the Product in a computer service, as part of a fee-for-service, copy service, or document delivery service including such a service operated by a law society, a court house library, a university or any other public or private library.

5. **Ownership of Intellectual Property:** You acknowledge that Licensor owns copyright in the Database and that FAST Search & Transfer ASA owns copyright in the Software. You acknowledge that, with the exception of the licenses granted pursuant to this Licence Agreement, you acquire no right, title or interest in or to the Database or the Software or any of the contents of the Database or the Software.

6. **Termination:** (1) This Agreement shall terminate automatically in the event that you are in breach of any of the terms or conditions of this Licence Agreement.

(2) Licensor may terminate this Agreement in the event that the subscriber to the Product fails to pay any invoice for the Product in accordance with the terms and conditions specified on the invoice.

(3) The provisions of Clauses 7, 9 and 10 shall survive termination of this Licence Agreement

7. THE SOFTWARE AND THE DATABASE ARE PROVIDED ON AN “AS IS” BASIS AND ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR COLLATERAL ARE DISCLAIMED INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MARKETABLE QUALITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING.

8. You may not, and may not permit others, to: (a) disassemble, decompile or otherwise derive source code from the Software; (b) reverse engineer the Software; (c) modify or prepare derivative works of the Software; (d) copy the Software, except to make a single copy for archival purposes only; (e) rent or lease the Software; (f) use the Software in any manner that infringes the intellectual property or other rights of another party; or (g) transfer the Software or any copy thereof to another party.

9. **RISK:** THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE USE OF THE PRODUCT IS ASSUMED BY YOU. NEITHER LICENSOR NOR LICENSOR’S SUPPLIERS, AGENTS, OFFICERS, OR DIRECTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE ANTICIPATED PROFITS OR SAVINGS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN

IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. LICENSOR'S MAXIMUM AGGREGATE LIABILITY AND THAT OF LICENSOR'S SUPPLIERS, AGENTS, OFFICERS AND DIRECTORS TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THE LIMITATIONS IN THIS CLAUSE SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NON-PERFORMANCE OR FAILURE IS A BREACH OF FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH.

10. **Indemnity:** You will indemnify the Licensor and hold the Licensor harmless for and against any and all claims which a third party may assert against the Licensor by reason of or as a consequence of your use of the Database and/or the Software.

11. **Compatibility:** You shall be solely responsible for the selection of suitable equipment to support the use of the Product and for the results obtained from such use.

12. **Confidentiality:** You shall hold any password and user name for accessing the Product on the Internet in strict confidence and shall not disclose such password or user name to any third party without the prior written consent of the Licensor. The Licensor reserves the right to change passwords and user names at any time, subject to notice being given to the Subscriber.

13. **Assignment:** You shall not assign or transfer this Licence Agreement or any of its rights or privileges granted hereunder, or any part thereof, directly or indirectly, without the prior written consent of the Licensor. Subject to the foregoing, this Licence Agreement shall enure to the benefit of the parties, their respective successors and permitted assigns.

14. **Entire Agreement:** This Licence Agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior representations, warranties, agreements and understandings, whether oral or written, express or implied. No supplement, modification or waiver of this Licence Agreement shall be binding unless agreed to writing by both parties.

15. **Governing Law:** This Licence Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in Toronto, Ontario, Canada.

16. **English Language:** The parties hereto confirm that it is their wish that this Licence Agreement, as well as all other documents relating hereto, have been and shall be drawn up in the English language only.

Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

17. **Severability:** If any provision of this Licence Agreement is declared by a Court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Licence Agreement and the other provisions shall remain in full force and effect.

I have read this Licence Agreement and I accept and agree to be bound by its terms and conditions.