

Licence Agreement for Canada Law Book Online Services

This Licence Agreement is entered into between "The Subscriber", and Carswell and Canada Law Book, divisions of Thomson Reuters Canada Limited, (hereinafter referred to as "Carswell") regarding Canada Law Book online services. "Subscriber" includes: i) any person who/which has entered into a Subscriber Agreement-Order Form or other agreement with Carswell, and ii) any person who/which accesses and/or uses the Features and/or Data.

1. Licence

1.1 Carswell grants the Subscriber a non-exclusive, non-transferable, limited licence to access Carswell's Canada Law Book online services, identified in the Subscriber Agreement-Order Form of the Subscriber. Canada Law Book online services (including all contents of: i) expert, lawyer, and mediator/arbitrator directories, ("Directories"), ii) court documents, and iii) quantum databases) consists of various Carswell-owned and third party databases, services, functions, software programs and remotely-accessed gateways (collectively "Features"). The Subscriber is licenced to use content and data identified in the Subscriber Agreement-Order Form of the Subscriber, made available through the Features ("Data"). The Features are made available to users by Carswell for the sole purpose of enabling users to gain access to and manipulate the Data and to conduct research. Features may change from time to time and access to certain Data may be restricted. The Subscriber is licenced to use the Features and Data made available on Canada Law Book online services solely in the regular course of legal and other research, related work and study.

1.2 Rocket NXT™ Code Licence: The use of the Features and the Data may require the use of Rocket NXT™ software code and appropriate upgrades acquired by Licensor from Rocket Software from time to time ("the Rocket Code", which is independently owned by Rocket Software). Subscriber is granted a non-exclusive, non-transferable licence to use any Rocket Code included in the Features and Data, solely in connection with Subscriber's use of the Features and Data, upon and subject to the terms and conditions of this Licence Agreement.

2. Intellectual Property and Licence for Use of Materials

2.1 The Subscriber acknowledges that all intellectual property, including all copyright, trademarks, patents or rights to trade secrets in the Features and Data belongs to Carswell or its suppliers or licensors (including Rocket Software as the owner of copyright solely in the Rocket Code), as the case may be, and that Subscriber's rights do not extend beyond the limited licence expressly granted herein. Subject to Section 3, the Subscriber is permitted to::

- a) use the Features and browse and search the Data;
- b) download and temporarily store insubstantial portions of the Data ("**Downloaded Data**") to a storage device within the Subscriber's exclusive control, solely:
 - i) to display internally such Downloaded Data; and
 - ii) to quote and excerpt from such Downloaded Data (the parts of which are commentary, references and caselaw being appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, facta, client communications and similar work product created by the Subscriber in the regular course of its research and work;
- c) print and make photocopies of insubstantial portions of the Data which result from browsing or

searching for Subscriber's own use and to quote and excerpt from such Downloaded Data (the parts of which are commentary references and caselaw being appropriately cited and credited) in print memoranda, facts, client communications and similar work product created by the Subscriber in the regular course of its research and work;

d) copy only insubstantial portions of the Data which are comprised of legislation or judicial or quasi-judicial decisions or parts of court documents which result from browsing or searching to give to a judge or other presiding officer or to a court registry or other parties, in making filings or submissions and filing court documents and other official documents on behalf of a specific represented party, in judicial or quasi-judicial or parliamentary proceedings.

2.2 Certain Data and Features are or may in future be governed by Terms and Conditions that are different from those set forth in this Agreement ("**Additional Terms**"). The Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms from Carswell, which shall be deemed to have been given by Carswell upon posting online on Canada Law Book online services website, or may be given by Carswell as set out in Section 11. Additional Terms may be created or modified by Carswell, upon Carswell giving the Subscriber notice of such new or modified Additional Terms. By using such aforesaid Data and Features governed by Additional Terms, the Subscriber agrees to and will be obligated to comply with all such Additional Terms as part of the Terms and Conditions in this Agreement.

3. Activities Excluded from Licence

The Subscriber shall not, without the written permission of Carswell:

a) copy all or part of the Features and/or Data, save and except insubstantial portions, onto a memory storage facility of any computer, and keep on such storage facility, provided that insubstantial portions may be downloaded and temporarily stored in a computer only for so long as the initial project of the Subscriber requiring it is continuing. Such temporary storage facility must consist preponderantly of Subscriber's work product;

b) use all or any part of the Features and/or Data in a Document Delivery Service, commercial time sharing, rental network, computer service, research service, service bureau business or interactive cable television arrangement; a "**Document Delivery Service**" herein means the service, whether or not established or conducted for profit, of making a copy of a work and supplying the copy to any individual or entity;

c) publish, sell, lease, rent, licence, sub-licence, transfer, market, distribute, redistribute or otherwise part with all or part of the Features and/or Data in any manner or in any form;

d) copy, modify, alter, disassemble, de-compile, translate or convert into human readable form, or reverse engineer, all or any part of the Features and/or Data;

e) use all or part of the Features and/or Data to develop any derivative works other than court documents and other official documents on behalf of a specific represented party, any functionally compatible or competitive software, or a directory or database prepared for commercial sale.

f) share forms downloaded by users in the Subscriber with any affiliates of Subscriber of any other party.

4. Termination

4.1 Carswell may immediately terminate this Agreement by revoking all passwords if the Subscriber breaches or permits any breach of any provision of this Agreement. The Subscriber may terminate this

Agreement immediately upon giving written notice to Carswell within 30 days of being deemed to have received notice from Carswell of Additional Terms under Section 2.2.

4.2 Upon termination of this Agreement:

- a) the provisions of Sections 5 and 6 will continue to apply between Carswell and the Subscriber following the termination;
- b) all Subscriber's rights hereunder shall immediately cease; and
- c) the Subscriber shall erase any Downloaded Data and/or Features, or portions thereof, improperly copied onto any computer controlled by the Subscriber.

5. LIMITED WARRANTIES AND LIMITATION OF LIABILITY

5.1 CARSWELL DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FEATURES AND DATA. CARSWELL PROVIDES THE FEATURES, FORMS AND DATA "AS IS", AND DOES NOT WARRANT THAT THE FUNCTIONS OR THAT THE OPERATION OR CONTENT WILL BE:

- A) UNINTERRUPTED, OR
- B) FREE FROM LIBELOUS CONTENT OR CONTENT WHICH IS AN INVASION OF PRIVACY, OR
- C) IDENTICAL TO THE ORIGINAL SOURCE FROM WHICH THE DATA OR FEATURES WERE OBTAINED, OR
- D) ACCURATE, OR
- E) COMPLETE, OR
- F) CURRENT, OR
- G) FREE FROM ANY SOFTWARE VIRUS OR OTHER HARMFUL COMPONENT.

5.2 CARSWELL SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY CARSWELL'S NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING THE DATA.

5.3 CARSWELL SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF THE SUBSCRIBER OR OF ANY THIRD PARTY CLAIMED AGAINST THE SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS, HOWEVER DERIVED.

5.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY STATUTE OR RULE OF LAW TO THE CONTRARY, SUBJECT TO SECTION 5.3, CARSWELL'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ANY SCHEDULES ATTACHED HERETO, WHETHER DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, FROM OR IN CONNECTION WITH THE LICENCE, USE OR IMPROPER FUNCTIONING OF THE FEATURES AND/OR DATA SHALL NOT EXCEED ALL FEES PAID TO CARSWELL BY THE SUBSCRIBER FOR ACCESS TO CANADA LAW BOOK ONLINE SERVICES PURSUANT TO THIS AGREEMENT. THE EXPRESSION "**CARSWELL**" IN THIS SECTION SHALL BE DEEMED TO INCLUDE ANY LICENSORS OR THIRD-PARTY SUPPLIERS TO CARSWELL OF DATA, AND ALL GATEWAY PROVIDERS OF DATA THROUGH CARSWELL TO THE SUBSCRIBER.

5.5 IN NO EVENT SHALL CARSWELL, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO

SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL, TAX OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY CARWELL, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA OR FEATURES.

5.6 SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF DATA AND FEATURES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

5.7 THE FEATURES AND DATA WERE NOT NECESSARILY PREPARED BY A PERSON LICENSED TO PRACTICE LAW IN A PARTICULAR JURISDICTION. CARSWELL IS NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL ADVICE, AND CANADA LAW BOOK ONLINE SERVICES IS NOT A SUBSTITUTE FOR THE ADVICE OF LEGAL COUNSEL. IF SUBSCRIBER REQUIRES LEGAL OR OTHER EXPERT ADVICE, SUBSCRIBER SHOULD SEEK THE SERVICES OF COMPETENT LEGAL COUNSEL OR OTHER PROFESSIONAL.

5.8 CARSWELL DOES NOT RATIFY, ENDORSE, WARRANT, CONFIRM OR REPRESENT THE EXPERTISE OR COMPETENCE OF ANY OF THE INDIVIDUALS OR ORGANIZATIONS LISTED IN ANY DIRECTORIES.

6. Password

6.1 If the Subscriber's password is lost or stolen, the Subscriber will immediately notify Carswell by telephone and confirm such notice in writing. Upon receipt of notice, Carswell shall make every effort to cancel the password as soon as is possible under the circumstances. The Subscriber shall be responsible for all charges incurred prior to its cancellation by Carswell. Carswell reserves the right to change passwords at any time, subject to notice being given to the Subscriber.

6.2 Passwords are issued to the Subscriber and cannot be shared with any affiliates of Subscriber or any other party.

7. Release of Information

7.1 For Subscribers through Academic Institutions

The Subscriber hereby authorizes the release to Carswell of information pertinent to this licence including Subscriber name, address, email address, status as student, faculty member or librarian, course of study and expected year of graduation. This authorization includes any permission required under any applicable information or privacy legislation anywhere in Canada. Carswell undertakes to use the information collected under this clause only for purposes directly related to this licence.

7.2 For All Other Subscribers

The Subscriber hereby authorizes and warrants to Carswell that it has the authority to authorize the release to Carswell of Subscriber and user information pertinent to this licence, including:

- i) Subscriber name, address and email address, and
- ii) individual names, email addresses and legal practice areas of all users of Features and/or Data under this licence.

This authorization includes any permission required under any applicable information or privacy legislation anywhere in Canada. Carswell undertakes to use the information collected under this clause only for

purposes directly related to this licence.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9. Effect of Agreement

This Agreement (which includes all current and future Schedules and Additional Terms) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. With effect after the expiry of the notice to the Subscriber, Carswell may amend the Terms and Conditions of this Agreement by giving at least 30 days' prior notice of the Additional Terms to the Subscriber in writing or online, subject to the Subscriber's termination rights under Section 4. Any other amendment must be in writing and signed by both Carswell and the Subscriber. Should any portion of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

10. Force Majeure

Carswell's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government or governmental authority, war or other hostility, terrorism, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labour dispute, inability to obtain necessary supplies, inability of any computer system or software to properly calculate dates.

11. Notices

Except as otherwise provided herein, all notices must be in writing (including email):

- to Carswell at One Corporate Plaza (Attn: Customer Relations), 2075 Kennedy Road, Toronto, Ontario, M1T 3V4 or www.carswell.com/email, and
- to the Subscriber at the most recent address in Carswell's records, or online.

Notice shall be deemed delivered three business days after posting in the Canadian postal system, or one business day after posting online by Carswell or Carswell's licensor, or sending by either party by email or by courier.

12. Arbitration

12.1 Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to:

- a) this Agreement;
- b) the Features or Data;
- c) oral or written statements, advertisements or promotions relating to this Agreement or to the Features or Data; or

d) the relationships which result from this Agreement (including relationships with third parties who are not signatories to this Agreement) (collectively the “**Claim**”); will be referred to and determined by arbitration (to the exclusion of the courts). Subscriber agrees to waive any right Subscriber may have to commence or participate in any class action against Carswell related to any Claim and, where applicable, Subscriber also agrees to opt out of any class proceedings against Carswell.

12.2 If Subscriber has a Claim, Subscriber should give written notice to arbitrate to Carswell at the address specified in Section 11. If Carswell has a claim, Carswell will give Subscriber notice to arbitrate at Subscriber’s address as required by Section 11. Arbitration of Claims will be conducted in such forum and pursuant to such rules as Subscriber and Carswell agree upon, and failing agreement will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the Province of Ontario that are in effect on the date of the notice to arbitrate.

13. Assignability

a) The Subscriber may not assign, sub-license, or otherwise transfer or encumber this Agreement, or any of Subscriber’s rights or obligations under this Agreement, to any person except with the prior written consent of Carswell.

b) Carswell may assign or transfer this Agreement and/or any rights or obligations hereunder to any affiliate of Carswell’s, and Carswell or such affiliate-assignee may assign or transfer this Agreement and/or any rights or obligations hereunder to any third-party successor to all or substantially all of the business or assets of Carswell, in each case without the prior consent of Subscriber.

14. Language

At the request of the parties, the official language of this Agreement and all communications and documents relating hereto is the English language, and the English-language version shall govern all interpretation of the Agreement. À la demande des parties, la langue officielle de la présente convention ainsi que toutes communications et tous documents s’y rapportant est la langue anglaise, et la version anglaise est celle qui régit toute interprétation de la présente convention.