License Agreement

This is an agreement ("Agreement") between Wolters Kluwer Canada Limited ("Wolters Kluwer") and the party whose order for Internet-delivered products has been accepted by Wolters Kluwer (such party being hereinafter referred to as "Customer"). The definition of Customer includes, without being restricted to the following, students, faculty members and librarians who under the Wolters Kluwer “Educational Program” have been granted access to IntelliConnect.

Wolters Kluwer grants to Customer the nonexclusive right to use the information ("Content") accessed via IntelliConnect in accordance with this Agreement. Content may be accessed only by a Customer. In no event may Customer offer the use of any of the products to any other party as a part of a service bureau, time-sharing, or other similar arrangement.

Content is provided to Customer for Customer's own use and not for re-sale. Content may be used and/or reproduced only for the purpose of Customer's internal affairs, the conduct of its business, or providing professional services to Customer's clients. With respect to the Educational Program, the content can only be used for educational purposes.

Customer acknowledges that the Content constitutes valuable and proprietary property of Wolters Kluwer or of third parties who have contributed to the Content. If Customer wishes to use the Content in any manner not expressly permitted by this Agreement, Customer may request permission from Wolters Kluwer by giving to Wolters Kluwer a written description of the intended use and such other information as Wolters Kluwer may request. Permission may only be granted by the Corporate Secretary of Wolters Kluwer. The granting of such a request may entail an additional fee payable by Customer.

Any Customer to whom a user identification name (“User Name”) and password (“Password”) have been issued by Wolters Kluwer, shall maintain as personal and confidential the User Name and Password. Customer is prohibited from transferring or sharing the User Name and from revealing the Password to any person other than a user authorized in accordance with the terms of Customer's order. Any breach of the foregoing condition may result in immediate termination of Customer's access rights to any IntelliConnect product as well as liability to Wolters Kluwer for all damages resulting from such breach. It is Customer's sole responsibility to protect the Password from unauthorized use. Customer may change the Password at Customer's discretion.

Wolters Kluwer reserves all rights not expressly granted to the Customer, including, but not limited to the right to alter, modify, update, enhance or improve the Content.

Customer will pay the license fees, on the terms, specified in Customer's order. ALL SALES ARE FINAL. Orders are non-refundable and cancellation is not permitted. Wolters Kluwer, in its discretion, may deny access to the products, IntelliConnect and/or the Content if there is an unpaid invoice that is outstanding.

The license granted pursuant to this Agreement shall be for the term of one year ("Term"). Customer’s IntelliConnect license/product subscription will renew automatically unless it is cancelled/terminated in accordance with this Agreement, which requires that Customer provide Wolters Kluwer’s customer service department with notice of Customer’s intent to cancel/terminate 30 days prior to the end of the then-current subscription Term.

The Education Program provides the student, faculty member or librarian with access to the Wolters Kluwer Products to which the University subscribes. Access to these products will be provided throughout the academic year as long as the University continues to subscribe to the products. Access to said products will be terminated at the end of each academic year, and may be terminated at any time in the sole and absolute discretion of Wolters Kluwer without notice or any other requirement. If the University discontinues its subscription to a product, the student's, faculty member's and librarian's access to said products will be terminated immediately.

Wolters Kluwer shall have the right to terminate this Agreement forthwith upon written notice to Customer if Customer fails to comply with any provision of this Agreement. Upon termination, Customer shall no longer be permitted access to any Product the subject of this Agreement and Customer's User Name shall be deactivated. Termination for any reason shall not affect Wolters Kluwer's entitlement to any sums due hereunder.

Customer shall defend, indemnify, and hold Wolters Kluwer harmless from and against any and all claims, actions, causes of action, liabilities, damages, costs and expenses, including reasonable legal fees arising out of or related to claims or actions brought or made by third parties against Wolters Kluwer as a result of Customer's use or application of the Content.

CUSTOMER AGREES THAT ALL RESULTS PREPARED BY CUSTOMER USING THE PRODUCT ("RESULTS") ARE PREPARED SOLELY BY CUSTOMER AND THAT THE ACCURACY OF THE RESULTS IS THE SOLE RESPONSIBILITY OF CUSTOMER. CUSTOMER ACKNOWLEDGES THAT IT DOES NOT RELY ON WOLTERS KLUWER FOR ADVICE REGARDING THE RESULTS.

WOLTERS KLUWER IS NOT ENGAGED IN THE RENDERING OF LEGAL, ACCOUNTING OR OTHER PROFESSIONAL SERVICES. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL PERSON SHOULD BE SOUGHT. CUSTOMER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE OR GIVEN AS A RESULT OF THE USE OF THE SOFTWARE OR ANY APPLICATIONS OF THE INFORMATION PROVIDED THROUGH USE OF THE SOFTWARE, AND FOR THE SELECTION OF THE WOLTERS KLUWER ELECTRONIC LIBRARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS.

The products are the valuable, confidential and copyrighted property of Wolters Kluwer or third parties who have contributed thereto. Wolters Kluwer owns or has a license to use all intellectual property and other rights, title and interest in and to any and all of the Products including, without limitation, all ancillary and interface software, all current and future enhancements, modifications, revisions, new releases and updates thereof and any derivative works based thereon and all documentation. Except as expressly permitted hereunder, copying of any Content is prohibited.

Printouts of Content may be made for a judge or other presiding officer and other parties in judicial proceedings and for the purposes of parliamentary proceedings. Content may also be reproduced by a judge or other presiding officer in any decision in judicial proceedings. Insubstantial portions of Content (in machine-readable form) may be downloaded and stored, so long as such downloading is consistent with the purposes authorized by this Agreement. Customer shall comply with all applicable conventions regarding copyright and source of material attribution.

EXCEPT AS SET FORTH IN THE PARAGRAPHS ABOVE, THE INTELLICONNECT PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WOLTERS KLUWER DOES NOT

WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS, OF THE WOLTERS KLUWER ELECTRONIC LIBRARY IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE WOLTERS KLUWER ELECTRONIC LIBRARY IS ASSUMED BY CUSTOMER. WOLTERS KLUWER ASSUMES NO RESPONSIBILITY FOR AND HEREBY DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WOLTERS KLUWER SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE WOLTERS KLUWER ELECTRONIC LIBRARY EVEN IF WOLTERS KLUWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WOLTERS KLUWER’S ENTIRE LIABILITY AND CUSTOMER’S SOLE EXCLUSIVE REMEDY FOR ANY OTHER CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO RETURN OF THE FEES PAID FOR THE ON-LINE RESEARCH SPECIFICALLY RELATING TO THE CLAIM.

WOLTERS KLUWER IS NOT AN INSURER WITH REGARD TO PERFORMANCE OF WOLTERS KLUWER ELECTRONIC LIBRARY. THE LIMITATIONS OF WARRANTIES, LIABILITIES AND REMEDIES ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER TO OBTAIN THE SOFTWARE AT THE SPECIFIED LICENSE FEE. CUSTOMER AGREES TO ASSUME THE RISK FOR: (i) ALL LIABILITIES DISCLAIMED BY WOLTERS KLUWER CONTAINED HEREIN; AND (ii) ALL ALLEGED DAMAGES IN EXCESS OF THE AMOUNT OF THE LIMITED REMEDY PROVIDED HEREUNDER. THE ESSENTIAL PURPOSE OF THE LIMITED REMEDY PROVIDED CUSTOMER HEREUNDER IS TO ALLOCATE THE RISKS AS PROVIDED ABOVE.

Performance of Wolters Kluwer's obligations hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, telecommunications failure, industrial or labour dispute, inability to obtain supplies and the like, or breakdown of equipment or any other causes beyond Wolters Kluwer's control.

Any notice required under this Agreement shall be delivered by registered mail, or by facsimile transmission sent to the address or facsimile telephone number of the other party. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement may only be modified in writing signed by an authorized representative of Wolters Kluwer.

This Agreement shall be interpreted in accordance with, and governed by, the laws of the Province of Ontario, Canada.

This Agreement supersedes any prior agreement between Wolters Kluwer and Customer relative to the Product and Documentation.

Should Customer have any questions concerning this Agreement, Customer may contact Wolters Kluwer by writing to: Wolters Kluwer Canada Limited, ATTN: Corporate Secretary, 90 Sheppard Avenue East, Suite 300, Toronto, Ontario M2N 6X1.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN. CUSTOMER FURTHER AGREES THAT IT IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES HERETO WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES HERETO RELATIVE TO THE SUBJECT MATTER OF THIS AGREEMENT.

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