

SUBSCRIPTION AGREEMENT FOR PATWORLD DATABASE SERVICE

Last Updated: 28 June 2019

IMPORTANT NOTICE: This Agreement governs use of PatWorld Data Inc.'s ("PatWorld") PatWorld Database Service and other services by and on behalf of the Customer referenced in the relevant Order Forms. This Agreement limits and excludes warranties and remedies regarding PatWorld Database Service, exempts PatWorld and other persons from liability or limits their liability, specifies the jurisdiction for resolution of disputes, and contains other important provisions that you should read.

PLEASE READ THIS AGREEMENT CAREFULLY. By subscribing for PatWorld Database Service, you acknowledge and signify Customer's acceptance and agreement, without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to accept and agree to this Agreement on behalf of Customer. If Customer does not agree with each provision of this Agreement, or you are not authorized to agree to this Agreement on behalf of Customer, then neither you nor any other person on behalf of Customer may use PatWorld Database Service.

INTRODUCTION

This Agreement is between PatWorld Data Inc. ("PatWorld") and Customer referenced in the relevant online Order Forms. This Agreement is comprised of the following documents (each a "**Contract Document**"): (a) the relevant Order Forms; (b) the General Terms and Conditions set forth below; and (c) the Additional Terms and Conditions (if any) applicable to the PatWorld Database Service accepted (either electronically or in writing) by or on behalf of Customer. In consideration of the promises and mutual covenants in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the undersigned), PatWorld and Customer (collectively the "**Parties**" and each a "**Party**") each hereby covenant and agree as follows:

GENERAL TERMS AND CONDITIONS

1. Interpretation:

1.1 **Definitions:** In this Agreement, the following terms have the following meanings, and all other capitalized terms have the meaning set forth elsewhere in this Agreement: (a) "**Authorized User**" means an individual who is authorized by Customer to use the PatWorld Database Service or PatWorld Software on Customer's behalf; (b) "**PatWorld Database Service**" means a user interface to allow searching of patents online; (c) "**Customer Data**" means data of any kind provided by Customer to PatWorld in order for PatWorld to provide the PatWorld Database Service to Customer; (d) "**PatWorld Documentation**" means search results delivered to Customer through the PatWorld Database Service and user manuals and other documents and materials regarding the PatWorld Database Service provided or otherwise made available by PatWorld to Customer pursuant to this Agreement, and all updates to any of those items provided or otherwise made available by PatWorld to Customer from time to time; (e) "**PatWorld Software**" means a Database computer software program(s) or code and related user manuals and other documents, and all enhancements, updates, and upgrades thereto, provided by PatWorld for use by Customer in association with PatWorld Database Service; (f) "**Order Form**" means a document that provides details of a Subscription requested by Customer and that is either in paper or electronic format signed by Customer and PatWorld; (g) "**Subscription**" means Customer's subscription for use of a PatWorld Database Service as specified in an Order Form; and (h) "**Confidential Information**" means any information disclosed by the Customer to PatWorld whether disclosed orally, in writing or otherwise, that at the time of disclosure was marked by the Customer as "*confidential*" or should have been reasonably understood by PatWorld to be confidential and is not limited to, trade secrets, discoveries, ideas, concepts, processes, formulae, know-how, techniques, designs, specifications, photographs, drawings, diagrams, data, computer programs, business activities and operations, reports, studies and other technical and business information of the Customer and any other material made available by the Customer to PatWorld or by a third party on the Customer's behalf to PatWorld, for the purpose of considering, or furthering the PatWorld Database Service (and any information derived from such information).

1.2 **Contract Documents:** If there is a conflict or inconsistency between Contract Documents, then a Contract Document that expressly states that it amends or revises another Contract Document takes precedence over that other

Contract Document, and in the absence of an express statement of amendment or revision the order of precedence is as follows: (a) the applicable Order Form; (b) the relevant Additional Terms and Conditions (if any); and (c) these General Terms and Conditions.

2. Database Service

2.1 **Subscription Term:** In this Agreement, “**Subscription Term**” means the initial term and all renewal terms of a Subscription. The duration of the initial term of a Subscription will be specified in the applicable Order Form. The initial term of a Subscription will commence on the commencement date specified in the applicable Order Form and will continue until the end of the initial term, unless terminated earlier pursuant to this Agreement. Where the initial term of a Subscription is one month or more, Customer will have the option of selecting auto-renewal. Following the initial term of a Subscription and where the initial term is one month or more and Customer has selected auto-renewal, the Subscription will automatically renew for additional, consecutive renewal term of the same duration as the initial term of the Subscription unless the Subscription is terminated earlier pursuant to this Agreement or unless at least one (1) hour before the end of the initial term or the then-current renewal term, Customer gives PatWorld notice of cancellation of auto-renewal. Where the initial term of a Subscription is one month or more and Customer has not selected auto-renewal, the Subscription will not automatically renew and Customer will instead receive an invitation to renew prior to the end of the initial term.

2.2 **General:** Subject to the provisions of this Agreement and Customer’s prompt payment of all applicable fees, for each valid and subsisting Subscription, PatWorld hereby grants to Customer a non-exclusive, personal, non-sublicensable, non-transferable, restricted and limited license during the relevant Subscription Term to: (a) remotely access and use (through the access mechanisms purposefully made available to Customer by PatWorld) the applicable PatWorld Database Service in accordance with the details of the Subscription (as set forth in the applicable Order Form), the applicable PatWorld Documentation, and the restrictions and requirements set forth in this Agreement; and (b) to make and use a reasonable number of copies of the PatWorld Documentation to the extent reasonably necessary to facilitate Customer’s internal use of the PatWorld Database Service in accordance with this Agreement. Unless the applicable Order Form expressly states otherwise, a Subscription relates to the specific Customer only and Customer may use the PatWorld Database Service and PatWorld Documentation for the internal purposes of the Customer only.

2.3 **Restrictions:** Customer and Authorized Users will not: (a) use, or provide or permit access to or use of, a PatWorld Database Service or PatWorld Documentation by any person, for any purpose or in any manner except as expressly permitted by this Agreement; (b) use a PatWorld Database Service or PatWorld Documentation for or in connection with any purpose other than in the course of Customer’s business and for Customer’s internal purposes; (c) redistribute electronic or paper copies of any PatWorld Documentation to any third party without PatWorld’s express prior written consent; (d) use the PatWorld Database Service or PatWorld Documentation outside of the ordinary course of their own business (not including redissemination, redistribution, republication or recirculation); (e) transfer, retransmit, duplicate or resell the PatWorld Documentation except as expressly provided herein; (f) use the PatWorld Database Service or PatWorld Documentation to build or feed an electronic commercial information service; (g) use the PatWorld Database Service in a way that interferes with or disrupts the integrity or performance of the PatWorld Database Service or related systems, networks or data, or to attempt to gain unauthorized access to the PatWorld Database Service or related systems, networks or data; (h) copy, reproduce, translate, modify, enhance, or create derivative works from a PatWorld Database Service; (i) alter, attempt to circumvent, destroy, obscure, or remove any notices (including trademark and copyright notices), proprietary codes or locks, means of identification, digital rights tools or management information, security or control measures, or agreements on, in or in relation to a PatWorld Database Service or PatWorld Documentation; (j) reverse engineer, decompile or disassemble a PatWorld Database Service, attempt to access the source code for any of the software used by PatWorld to provide the PatWorld Database Service, or access or use the PatWorld Database Service in order to create a competitive product or service, or a product or service using similar ideas, features or functions; or (k) permit, assist or encourage any other person to do any of the foregoing in this section 2.3 or to commit an act or omission that would be a breach of this Agreement if committed by Customer or an Authorized User. The restrictions in this section 2.3 do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.

2.4 **Restrictions on Customer Data:** Without limiting the generality of any other provision of this Agreement, Customer will not use the PatWorld Database Service for a purpose that: (a) is unlawful or is designed or intended for use for an unlawful purpose, including the distribution of content that is intentionally harmful (such as a virus or similar technology), unlawful or infringes the rights of other persons; or (b) is designed or intended for use that is or may be abusive, deceptive, defamatory, discriminatory, fraudulent, harmful, indecent, invasive of the privacy rights of other persons, misleading, obscene, sexually explicit, or otherwise objectionable (as determined by PatWorld in its

discretion), or that advocates, depicts, encourages, or tends to incite any such conduct, the commission of a crime or other unlawful activities.

2.5 **Training:** The PatWorld Database Service may include limited online training materials for use by Authorized Users. Additional training services may be available for additional fees.

2.6 **Technical Support:** PatWorld Database Service may include limited, remote technical support for Authorized Users, which may be provided by PatWorld, or an affiliate of PatWorld, in accordance with PatWorld's applicable policies and procedures. Additional technical support may be available for additional fees.

2.7 **Changes:** PatWorld may in its discretion change the functionality or operation of PatWorld Database Service from time to time without any notice or liability to Customer or any other person, provided that any change will not materially adversely affect the functionality or operation of the PatWorld Database Service that is relevant to Customer's actual use of the PatWorld Database Service.

2.8 **Authorized Users:**

(a) **General:** The Order Form for a Subscription may specify the maximum number of Authorized Users who may be registered with the relevant PatWorld Database Service to access and use the PatWorld Database Service on Customer's behalf. Customer will appoint and authorize one (1) Authorized User (an "Administrator") to administer Customer's use of a PatWorld Database Service, including the appointment and termination of other Authorized Users. Customer will ensure that Authorized Users use the PatWorld Database Service only on behalf of Customer and strictly in accordance with the restrictions and requirements set forth in this Agreement.

(b) **Customer Responsibility:** Customer is fully responsible and liable for all acts and omissions by or on behalf of Authorized Users and their access to and use of PatWorld Database Service, PatWorld Documentation and PatWorld Software and the results obtained therefrom. Customer will ensure that each Authorized User fully complies with all of Customer's obligations under this Agreement, and all of the requirements, restrictions and limitations regarding PatWorld Database Service, PatWorld Documentation and PatWorld Software set forth in this Agreement. Customer will ensure that Customer Data does not infringe or misappropriate the right (including intellectual property rights) of any third party.

(c) **Registration/Changes/Termination:** The PatWorld Database Service may permit an Administrator to authorize and terminate other Authorized Users' registration to use the Database Service using online controls. Customer may submit a written request (including by email) to PatWorld requesting that PatWorld terminate an Administrator's registration to use the PatWorld Database Service. PatWorld, acting reasonably, may refuse to register an individual as an Authorized User, and may restrict, suspend or terminate (in whole or in part) an Authorized User's registration to access and use the PatWorld Database Service. Each Authorized User will be considered to be an active Authorized User of the PatWorld Database Service unless and until his or her registration to use the PatWorld Database Service is terminated by an Administrator or PatWorld in accordance with this Agreement.

(d) **Credentials:** Each Authorized User will access and use the PatWorld Database Service using a valid and subsisting user name and password registered with the PatWorld Database Service (collectively, "Credentials"). Credentials are specific to the Authorized User for whom they are registered, and may not be shared with or transferred to any other person. Customer will ensure that each Authorized User keeps their Credentials secure and confidential at all times, does not permit any other person to use their Credentials, and immediately notifies PatWorld if they know or suspect that their Credentials have become known to or used by any other person. Customer is fully responsible and liable for the security of all Credentials and all use and misuse of Credentials. If PatWorld, in its discretion, considers a Credential to be unsecure or to have been used inappropriately, then PatWorld may immediately cancel the Credential without any notice to Customer, the affected Authorized User, or any other person. PatWorld may require Authorized Users to change their Credentials from time to time.

(e) **Monitoring Use/Personal Information:** The PatWorld Database Service may contain technologies that monitor, record and report to PatWorld information regarding an Authorized User's access to and use of the PatWorld Database Service, and PatWorld may use that information for system administration purposes and to provide the PatWorld Database Service and related services to Customer, and may disclose that information to Customer and Customer's other personnel. Customer will obtain from each Authorized User his or her informed consent to the collection, retention, use, storage, processing and disclosure of their personal information as set forth in this section 2.8(e) and as otherwise permitted by applicable law.

3. PatWorld Software

3.1 **PatWorld Software:** PatWorld may in its discretion from time to time make PatWorld Software available to Customer for use in connection with PatWorld Database Service. Customer's access to and use of PatWorld Software is subject to this Agreement and the applicable software license agreement (a copy of which will be either included with the PatWorld Software provided to Customer or presented to Customer when the PatWorld Software is made available to Customer). Customer will use, and ensure that Authorized Users use, PatWorld Software strictly in accordance with this Agreement and the applicable software license agreement, and for the sole purpose of facilitating Customer's use of PatWorld Database Service. If Customer does not accept and agree to the software license agreement applicable to an item of PatWorld Software, then Customer may not access or use the item of PatWorld Software.

4. Fees

4.1 **Fees:** Customer will pay to PatWorld (as specified in applicable Order Forms) the fees and charges for the PatWorld Database Service (collectively, "**Fees**") specified in applicable Order Forms and as otherwise set forth in this Agreement. PatWorld may in its discretion change Fees from time to time, provided that for monthly and annual Subscriptions PatWorld will give Customer not less than ten (10) days' notice before a change in Fees comes into effect and a change in Fees will not be retroactive. All Fees and pricing terms are confidential to PatWorld, and Customer will not disclose that information to any other person.

4.2 **Taxes:** Fees are exclusive of all applicable federal, state, provincial, and municipal sales, use, value-added, property, excise, import, foreign, withholding and other governmental taxes, duties, charges, levies, fees, excises, tariffs and assessments, of any nature whatsoever now or hereafter imposed (collectively, "**Taxes**"). Customer is solely responsible and liable for, and will pay and remit, all Taxes (other than corporate income taxes payable by PatWorld) associated with, based on or due as a result of Fees, and all related interest, penalties and expenses. Without limiting the generality of the foregoing in this section 4.2, Customer will pay to PatWorld all Taxes regarding Fees that PatWorld is under a legal obligation to collect from Customer and that are properly included in an invoice issued by PatWorld.

4.3 **Payments:** All Fees and applicable Taxes are payable upfront by Customer in accordance with the payment method specified in the applicable Order Form. The provision of the PatWorld Database Service to Customer is subject to PatWorld's prior receipt of such payment. All Fees and applicable Taxes are payable in Canadian currency unless otherwise specified in an Order Form. Except to the extent required by law, all amounts payable to PatWorld are payable in full without any deduction or withholding. If Customer is prohibited by law from making a payment free of deductions or withholdings, Customer will pay an additional amount to PatWorld as may be necessary to ensure that the actual amount received by PatWorld after deductions and withholdings and after payment of any additional Taxes or other charges due as a consequence of the payment of the additional amount will equal the amount that would have been received by PatWorld if the deductions and withholdings were not required.

4.4 **Suspension of Service:** If Customer has selected auto-renewal but fails to make any payment of the renewal fee when due, PatWorld may in its discretion suspend the provision of the PatWorld Database Service to Customer until Customer makes the required payment, and the suspension will not be a breach of this Agreement by PatWorld, entitle Customer to a refund or suspension of fees, or give rise to any liability by PatWorld to Customer or any other person.

5. Ownership/Proprietary Rights

5.1 Customer Data:

(a) **General:** As between the Parties, Customer and its licensors, if applicable, will at all times own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with Customer Data. PatWorld will not acquire any right, title or interest in, to or associated with Customer Data.

(b) **Modified Customer Data:** If a Subscription relates to PatWorld Database Service that results in Customer Data being modified or optimized in any way, then Customer hereby grants to PatWorld a non-exclusive, royalty free, world-wide right and license during the relevant Subscription Term to Use and authorize other persons to Use all Customer Data solely for the purpose of performing PatWorld's obligations under this Agreement. In this Agreement: (a) "**Modified Customer Data**" means Customer Data that has been modified, processed, manipulated or changed in any way by PatWorld in the course of providing, or in order to provide, PatWorld Database Service; and (b) "**Use**" means any and all forms and methods of use, including copy, reproduce, load, install, access, configure, reformat, modify, adapt, alter, edit, change, delete, enhance, translate, host, store, backup, archive, combine with and incorporate

into other works, create derivative works from, publish, publicly perform, publicly display, publicly distribute, distribute to the public, broadcast, exhibit, and communicate and otherwise make available to the public. Customer will retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with Modified Customer Data, and PatWorld will not acquire any right, title or interest in, to or associated with any Modified Customer Data.

(c) **Personal Information of Customer's clients/Transaction Data:** Customer acknowledges that the PatWorld Database Service operates without accessing personal information of clients of the Customer or any data (including payment card information) regarding e-commerce transactions processed by the Customer, and unless PatWorld expressly agrees in writing otherwise Customer will not provide PatWorld with any personal information regarding clients of the Customer or any data regarding e-commerce transactions processed by the Customer.

5.2 **PatWorld Database Service/Materials:** As between the Parties, PatWorld and its suppliers and licensors, as applicable, will at all times own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with PatWorld Database Service and all software, technologies and infrastructure used by or on behalf of PatWorld to provide PatWorld Database Service and all PatWorld Software and PatWorld Documentation. Customer will not acquire any right, title or interest in, to or associated with PatWorld Database Service or any software, technologies or infrastructure used by or on behalf of PatWorld to provide PatWorld Database Service or any PatWorld Software or PatWorld Documentation. Customer further acknowledges and agrees that this Agreement grants the Customer a limited license, in exchange for payment of the Fees, to (i) receive electronic copies of the PatWorld Documentation; and (ii) make to make copies of the PatWorld Documentation for the Customer's internal business use only.

5.3 Confidentiality:

- (a) PatWorld may be given access to Confidential Information from the Customer or Authorized Users in order to perform its obligations under this Agreement. The obligation of confidentiality and the prohibitions against use of the Confidential Information hereby undertaken by PatWorld will not apply to any information which:
- (i) is already known to PatWorld prior to disclosure by the Customer or Authorized Users and is not subject to any other obligation of confidentiality;
 - (ii) becomes generally known or available in the public domain through no act or default of PatWorld;
 - (iii) becomes known to PatWorld by disclosure from a third party who has the lawful right to disclose such information;
 - (iv) PatWorld is required to disclose to any third party by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of PatWorld on any recognized stock exchange, provided that, so far as is practicable to do so, PatWorld shall consult with Customer prior to such disclosure with a view to agreeing its timing and content.
- (b) PatWorld shall treat all and any of the Confidential Information disclosed to it or acquired by it as strictly confidential, taking all reasonable steps to preserve such confidentiality.
- (c) PatWorld shall not use any of the Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- (d) PatWorld shall not disclose any of the Confidential Information to a third party without the prior written consent of Customer and then only under conditions of confidentiality.
- (e) Notwithstanding sections 5.3(b), (c) and (d), PatWorld may disclose the Confidential Information to PatWorld's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information in order for PatWorld to perform its obligations under this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.

5.4 **Feedback:** If Customer or its personnel (including Authorized Users) give feedback about the PatWorld Database Service, PatWorld Software or PatWorld Documentation (including any ideas or suggestions for

enhancements or improvements) to PatWorld, then PatWorld and its suppliers and licensors, as applicable, and their respective successors, assigns and licensees may use and commercialize the feedback in any way and for any purpose without providing any compensation or attribution to Customer or any other person.

5.5 **Service Metrics:** PatWorld will collect web traffic data and other metrics regarding Customer's use of PatWorld Database Service and use the data solely for the purposes of performing PatWorld's obligations and enforcing PatWorld's rights under this Agreement, including calculating Fees payable for PatWorld Database Service (if fees are based upon traffic data or other metrics). PatWorld may in its discretion use and disclose Aggregated Data to monitor and improve the quality and performance of PatWorld Database Service and other purposes as PatWorld considers appropriate. In this Agreement, "**Aggregated Data**" means anonymous, de-personalized, aggregated web traffic data and other metrics regarding use of PatWorld Database Service that do not reference or identify, and cannot be used to identify, Customer or any client of Customer.

5.6 **Reservation of Rights:** All rights not expressly granted by a Party under this Agreement are reserved by the Party.

6. Additional Matters

6.1 **Incident Management:** If Customer identifies a problem or other incident affecting the performance of a PatWorld Database Service, Customer will promptly report the problem or incident to PatWorld.

6.2 **Customer Data:** Customer is fully responsible and liable for Customer Data (including all Modified Customer Data) and all use of Customer Data, other than the Use of Customer Data by PatWorld pursuant to Section 5.1. In connection with this Agreement, Customer will ensure that the collection, use and disclosure of Customer Data (including all Modified Customer Data) complies with all applicable laws.

6.3 **Representations/Warranties:** Customer represents and warrants to PatWorld that Customer has the right, power, capacity and authority to enter into and perform its obligations and exercise its rights under this Agreement.

6.4 **Technical Requirements:** Customer is solely responsible and liable for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all Customer Data and all equipment, software and services necessary for all Customer Data and Customer's use of PatWorld Database Service and PatWorld Software and all data used by or on behalf of Customer in connection with PatWorld Database Service and PatWorld Software.

6.5 **Unauthorized Use:** Customer will promptly notify PatWorld if Customer knows of or suspects any unauthorized access to or use of a PatWorld Database Service or PatWorld Software.

6.6 **Publicity:** PatWorld will not publicly announce (including in press releases) Customer's use of PatWorld's Database Service and will not reference Customer (using Customer's name and logo) in published lists or directories of PatWorld's customers (including on PatWorld's website), without Customer's prior written consent.

6.7 **Subcontractors/Service Providers:** PatWorld may in its discretion engage subcontractors or third party service providers to assist PatWorld to perform and provide the PatWorld Database Service, but PatWorld will remain fully responsible for the PatWorld Database Service.

6.8 **Software/Technologies:** Notwithstanding any other provision of this Agreement, under no circumstances will Customer be entitled to directly or indirectly receive or obtain a copy of any of the software (whether in machine readable (compiled or object code) format or in source code format) or other technologies used by or on behalf of PatWorld to provide the PatWorld Database Service.

6.9 **Emergencies:** PatWorld may temporarily suspend a PatWorld Database Service in order to prevent or remedy unauthorized access to or use of the PatWorld Database Service, including any actual or attempted access to or use of the PatWorld Database Service that interferes with or threatens, damages, disrupts, compromises or degrades the integrity, functionality, operation, performance or security of the PatWorld Database Service or related infrastructure or data, or if PatWorld reasonably believes that the temporary suspension is reasonably necessary to prevent an imminent risk of harm, liability, loss or damage.

7. DISCLAIMERS:

7.1 **GENERAL DISCLAIMER:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PATWORLD DATABASE SERVICE, PATWORLD SOFTWARE AND PATWORLD DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY

NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO: ACCURACY, ACCESSIBILITY, AVAILABILITY, COMPLETENESS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, LACK OF VIRUSES OR OTHER DISABLING OR HARMFUL CODE, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, SECURITY, TIMELINESS, TITLE, TRUTHFULNESS, QUIET ENJOYMENT, UNINTERRUPTED SERVICE, OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY WAIVED BY CUSTOMER AND DISCLAIMED BY PATWORLD TO THE FULLEST EXTENT PERMITTED BY LAW. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OR ON BEHALF OF PATWORLD WILL CREATE ANY LEGALLY BINDING OR EFFECTIVE REPRESENTATION, WARRANTY OR PROMISE BY PATWORLD. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SELECTION AND USE OF PATWORLD DATABASE SERVICE AND PATWORLD SOFTWARE TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND CUSTOMER USES PATWORLD DATABASE SERVICE AND PATWORLD SOFTWARE AT CUSTOMER'S OWN RISK.

7.2 **TECHNOLOGY DISCLAIMER:** PATWORLD DATABASE SERVICE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND PATWORLD'S CONTROL, AND MAY NOT BE CONTINUOUS, UNINTERRUPTED OR SECURE. CUSTOMER ACKNOWLEDGES THAT PATWORLD DATABASE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND PATWORLD IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM THOSE PROBLEMS.

7.3 **EXCEPTIONS:** THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE DISCLAIMER OF CERTAIN WARRANTIES AND CONDITIONS, AND SO THE DISCLAIMERS IN THIS AGREEMENT MIGHT NOT APPLY TO CUSTOMER.

8. LIABILITY EXCLUSIONS/LIMITATIONS AND INDEMNITY:

8.1 **EXCLUSIONS/LIMITATIONS:** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT EXCEPT SECTION 8.2, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- (a) **EXCLUSIONS:** THE LIABILITY (IF ANY) OF EACH PARTY AND ITS REPRESENTATIVES TO THE OTHER PARTY AND ITS REPRESENTATIVES ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING PATWORLD DATABASE SERVICE, PATWORLD SOFTWARE AND PATWORLD DOCUMENTATION), THE TERMINATION OF THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY RELATED MATTER, IS LIMITED TO DIRECT DAMAGE SUFFERED BY THE OTHER PARTY ONLY, AND IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE OF ANY NATURE OR KIND WHATSOEVER OR FOR ANY LOSS OF DATA, INFORMATION, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, OR GOODWILL, ANTICIPATED OR OTHERWISE (INCLUDING BY REASON OF ANY EXPENDITURES, INVESTMENTS OR COMMITMENTS MADE IN ANTICIPATION OF THE CONTINUANCE OR PERFORMANCE OF THIS AGREEMENT);
- (b) **LIMITATIONS:** IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY AND ITS REPRESENTATIVES TO THE OTHER PARTY AND ITS REPRESENTATIVES, UNDER THIS AGREEMENT OR OTHERWISE, ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING PATWORLD DATABASE SERVICE, PATWORLD SOFTWARE AND PATWORLD DOCUMENTATION), THE TERMINATION OF THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY RELATED MATTER, EVER EXCEED THE TOTAL AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PATWORLD FOR THE PATWORLD DATABASE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE; AND
- (c) **APPLICATION/DEFINITION:** THIS SECTION 8.1 APPLIES TO LIABILITY UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR ANY OTHER THEORY OF LAW OR UNDER ANY STATUTE), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY THE LIABLE PARTY OR ITS REPRESENTATIVES, AND EVEN IF A PARTY KNOWS OR OUGHT TO KNOW OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE BEING INCURRED AND REGARDLESS OF WHETHER OR NOT THE LOSS OR DAMAGE WAS FORESEEABLE; AND IN THIS AGREEMENT "**REPRESENTATIVES**" MEANS A PARTY'S PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, RESELLERS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, AND OTHER REPRESENTATIVES.

8.2 **EXCEPTIONS:** THE EXCLUSIONS AND LIMITATIONS SET FORTH IN SECTION 8.1 DO NOT APPLY TO: (A) THE NON-PAYMENT OF FEES AND TAXES UNDER THIS AGREEMENT; (B) LIABILITY FOR PERSONAL INJURY TO OR THE DEATH OF AN

INDIVIDUAL; (C) THE OBLIGATIONS SET FORTH IN SECTION 8.3; OR (D) LIABILITY FOR BREACH OF ANY OF SECTIONS 2.3 AND 2.4. THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES, AND SO THE LIABILITY EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT MIGHT NOT APPLY TO CUSTOMER.

8.3 INDEMNITY: CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS PATWORLD AND ITS REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING LEGAL FEES), CLAIMS, COMPLAINTS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, OBLIGATIONS AND LIABILITIES (INCLUDING LEGAL FEES AND EXPENSES AND SETTLEMENT PAYMENTS) ARISING FROM, CONNECTED WITH OR RELATING TO CUSTOMER DATA, MODIFIED CUSTOMER DATA, CUSTOMER'S USE OF PATWORLD DATABASE SERVICE, PATWORLD SOFTWARE OR PATWORLD DOCUMENTATION OR ANY NEGLIGENCE, MISCONDUCT, OR BREACH OF THIS AGREEMENT BY CUSTOMER OR ANY PERSON FOR WHOM CUSTOMER IS RESPONSIBLE. NOTWITHSTANDING THE FOREGOING IN THIS SECTION 8.3, PATWORLD AND ITS REPRESENTATIVES RETAIN THE RIGHT TO PARTICIPATE (WITH COUNSEL OF THEIR OWN SELECTION AT THEIR SOLE COST AND EXPENSE) IN THE DEFENSE OF AND SETTLEMENT NEGOTIATIONS RELATING TO ANY THIRD PARTY CLAIM, COMPLAINT, DEMAND, ACTION, SUIT OR PROCEEDING.

8.4 FAIR ALLOCATION OF LIABILITY: THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT PRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY, AND THAT SECTIONS 7 AND 8 ARE ESSENTIAL PARTS OF THE BARGAIN BETWEEN THE PARTIES, CONTROLLING FACTORS IN SETTING THE FEES PAYABLE BY CUSTOMER FOR PATWORLD DATABASE SERVICE, AND AN INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

9. Termination

9.1 Automatic Termination: This Agreement will automatically terminate, without any notice or liability to Customer, immediately upon expiration (non-renewal) or termination of all Subscriptions.

9.2 Termination for Cause: Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement for cause effective immediately upon delivery of notice of termination to the other Party if the other Party breaches this Agreement and has not remedied the breach within ten (10) days after receipt of a default notice from the non-breaching Party identifying the breach and stating the non-breaching Party's intention to terminate this Agreement if the breach is not remedied within ten (10) days, provided that the non-breaching Party delivers the notice of termination to the breaching Party no later than five (5) days after the end of the cure period and while the breach is continuing, and provided that if the non-breaching Party does not give timely notice of termination to the breaching Party, and if the breach is continuing, then the non-breaching Party may give a further default notice in respect of the breach, in which case the provisions of this section 9.2 will apply in respect of that further default notice. PatWorld may in its discretion terminate this Agreement effective immediately upon delivery of notice of termination to Customer if Customer becomes insolvent, ceases to conduct business in the ordinary course, takes any step or proceeding available to Customer for the benefit of insolvent debtors, or is subject to a proceeding for liquidation, dissolution or winding up, or a receiver, receiver-manager, liquidator or trustee in bankruptcy is appointed in respect of all or substantially all of Customer's business and undertaking.

9.3 Termination Without Cause: Either Party may terminate this Agreement for any reason upon providing the other Party with ten (10) days' prior written notice of termination.

9.4 Discontinuation of Service: Notwithstanding any other provision of this Agreement, PatWorld may in its discretion terminate the PatWorld Database Service at any time upon ten (10) days prior notice of termination to Customer if PatWorld determines in its discretion to cease making the PatWorld Database Service generally commercially available; and upon the termination PatWorld will refund to Customer the unused portion of any pre-paid fees for the terminated PatWorld Database Service.

9.5 Consequences of Termination: If this Agreement is terminated for any reason: (a) all Subscriptions will terminate immediately and automatically, without notice to either Party, and Customer and all Authorized Users will immediately cease using PatWorld Database Service, PatWorld Software and PatWorld Documentation; and (b) each Party will remain responsible and liable for all obligations and liabilities arising prior to the termination of this Agreement.

9.6 Survival: Notwithstanding any other provision of this Agreement, if this Agreement terminates for any reason then sections 2.3, 2.8(b), 2.8(e), 4, 5, 7, 8, 9.5, 9.6 and 10 of these General Terms and Conditions, and all other provisions necessary to their interpretation or enforcement, will survive the termination and will remain in full force and effect and be binding upon the Parties as applicable.

10. General

10.1 **Notices:** Unless a specific form of notice or notice delivery method is expressly specified in this Agreement, all notices required or permitted to be given under this Agreement will be in writing and will be delivered by courier or email to the Parties at their respective addresses indicated on an Order Form or at such other addresses as a Party may from time to time designate in a notice to the other Party pursuant to this section 10.1. A notice delivered personally or by courier will be deemed to have been received on the next day following the date of delivery. A notice delivered by email will be deemed to have been delivered on the next business day following the date on which the recipient acknowledges receipt of the email.

10.2 **Governing Law:** This Agreement and the subject matter of this Agreement and all related matters will be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in Ontario, excluding any laws that implement the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Commercial Code, and excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the province of Ontario with respect to any disputes, controversies and claims arising under, out of, in connection with, or in relation to this Agreement, or the making or validity of this Agreement, or its interpretation, or any breach thereof, or any related matters or any legal relationship associated therewith or derived therefrom.

10.3 **Force Majeure:** Notwithstanding any other provision of this Agreement, and except for payment obligations, neither Party will be liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if and to the extent performance is delayed or prevented due to a cause or causes that are beyond that Party's reasonable control (each a "**Force Majeure Event**"), including acts of God, fire, flood, earthquake, acts of war, sabotage (including network intrusions, hacking and denial of service attacks), vandalism, riots, insurrection or civil disobedience, strikes, lock-outs or other labour disruption, or act of government or government department or agency. Any delay or failure of that kind will not be deemed to be a breach of this Agreement by the defaulting Party, and the time for the defaulting Party's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

10.4 **Miscellaneous:** The Parties are non-exclusive, independent contracting parties, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the Parties. This Agreement will enure to the benefit of and will be binding upon the Parties and their respective successors and permitted assigns. Customer will not assign this Agreement without PatWorld's express prior written consent, which consent may be withheld by PatWorld in its discretion. PatWorld may in its discretion assign this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, then the provision will be construed, limited or modified to the extent necessary to eliminate the invalidity or, if necessary, be deemed severed from this Agreement, and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance this Agreement would fail in its essential purpose. No consent or waiver by PatWorld to or of any breach by Customer of its obligations under this Agreement will be effective unless in writing and signed by PatWorld, or deemed or construed to be a consent to or waiver of a continuing breach or any other breach of those or any other obligations of Customer. Except as expressly set forth in this Agreement, the Parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which they may be entitled under this Agreement or at law, and the Parties will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively. Each of the Parties will execute any further documents and do any further acts or things that may be necessary to implement and carry out the intent of this Agreement.

10.5 **Interpretation:** In this Agreement: (a) a reference to "**this Agreement**" and other similar terms refers to this Agreement as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions; (c) reference in a document that forms part of this Agreement to a section by number only is a reference to the appropriate section in the document in which the reference is made; (d) "**persons**" includes individuals, corporations, partnerships, joint ventures, associations, trusts, unincorporated organizations, societies, and all other legal entities; (e) "**including**" or "**includes**" means including or includes, as applicable, without limitation or restriction; (f) "**discretion**" means a Party's sole, absolute and unfettered discretion; (g) words importing the singular number only include the plural, and vice versa; (h) words importing either gender include both genders; (i) reference to a day, month, quarter, or year means a calendar day, month, quarter, or year, unless the context indicates otherwise; and (j) "**law**" includes common law, equity, statutes, regulations and ordinances, and reference to a specific law includes all regulations and ordinances made under the law and all amendments to, or replacements of, the law or any regulation

or ordinance in force from time to time, as applicable. The parties do hereby agree that this Agreement and related documents be drawn up in the English language only. Les parties aux présentes ont convenu que cette entente et les documents s'y rattachant soient rédigés en langue anglaise seulement. The parties agree that any translations of this Agreement or related documents are for convenience only and are not binding on the Parties.

10.6 **Entire Agreement:** This Agreement sets forth the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written instrument that expressly states that it is an amendment to this Agreement and is signed (including using an electronic signature) by both Parties or their successors or permitted assigns.
