



INTELLECTUAL PROPERTY & SCIENCE

THOMSON COMPUMARK TERMS AND CONDITIONS (v3.0) (Canadian Law English Language)

DEFINITIONS AND INTERPRETATION

In this Agreement, the following capitalized terms have the following meanings:

"Affiliate" means in relation to any Party, any Person that from time to time, directly or indirectly Controls, is Controlled by, or is under common Control with that Party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation reorganization, sale or other disposition) to any such Person or its business and assets and in relation to TR includes: (i) Thomson Reuters Corporation or any entity or entities that from time to time is/are the parent company or parent companies of any of the Thomson Reuters group of companies (each a "Thomson Reuters Parent Company") and (ii) the respective direct or indirect subsidiaries of any Thomson Reuters Parent Company;

"Authorized Affiliate" means any Affiliate of Client listed in the applicable Cover Sheet and specifically given authorization by Client to use Products and Services under the Agreement;

"Agreement" means these Terms and Conditions together with the applicable Cover Sheet;

"Claims" means all damages, claims, suits, actions, judgments and costs and expenses whatsoever, including reasonable legal fees and costs arising out of any proceedings, claims, disputes or actions (whether threatened or commenced);

"Client" means the Person identified as the Client in the Cover Sheet and any successor in interest to such Person (including, without limitation, by change of name, dissolution, merger, consolidation reorganization, sale or other disposition);

"Client Information": means any trademark, goods/services, property, title or similar information provided by Client in connection with any order for Products or Services;

"Confidential Information" means (i) all information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of a Party, its Affiliates and third parties to whom that Party owes a duty of confidence; (ii) any document or information designated as confidential; and (iii) any information which by its nature the recipient ought reasonably to conclude is confidential information, in all cases whether encrypted or not and including all copies of the above on any media;

"Content" means the trademark, copyright, domain name and/or company name and any related data that is contained within, or provided alongside, a Product or Service;

"Control" and its derivatives means the ultimate power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise;

"Counsel" means an attorney, lawyer, law firm or trademark counsel identified by Thomson CompuMark in a jurisdiction of interest to Client;

"Cover Sheet" means a cover sheet, order confirmation, online order form or such other document executed or otherwise agreed to by Client (whether in writing or electronically) which details Products and Services to be supplied by Thomson CompuMark to Client and incorporates these Terms and Conditions by reference;

"Effective Date" means the date on which the Cover Sheet is approved by the Client;

"End Date" means the End Date specified in the Cover Sheet;

"End User" means an authorised end user of the Products and Service within the scope of the license specified in the Cover Sheet;

"Fees" means the fees payable by Client as set out in the applicable Cover Sheet or, where specified in the Cover Sheet, the Transactional Prices as set out in the then current Product Guide;

"Intellectual Property Rights" means all patents, copyrights, design rights, database rights, trademarks, service marks, trade secrets, rights in know-how and Confidential Information, image rights, moral rights or similar personal rights and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

"Initial Term" means the initial term for the provision of a Product or Service, if set out in the applicable Cover Sheet, which shall start and end on the dates specified in the Cover Sheet;

"Login Details" means the unique user name and password used by any End User to access a Product or Service as required by Thomson CompuMark to validate access and other details concerning access to the Product or Service and its login process. Login Details shall be considered Thomson CompuMark's Confidential Information;

"Party" means a party to the Agreement;

"Person": means any corporation, company, joint venture, group, limited liability company, governmental entity, unincorporated association, trust, association or other entity or individual;

"Product" means products provided by Thomson CompuMark, including but not limited to, the online products provided via the SERION and SAEGIS platforms (e.g. SAEGIS Custom Search), Brandy Online, Domain Management System as well as any documentation and any Content provided in connection with any Product or Service, details of which are included in the applicable Cover Sheet and/or, where indicated in the Cover Sheet, in the Product Guide;

"Product Guide" means the annual publication of Thomson CompuMark's Products and Services, as amended from time to time by notice on the Website (also referred to in some jurisdictions as the Rate Guide, Tariff Guide or the Rates, Products, Services Guide);

"Renewal Term" means the fixed renewal term for the provision of any Product or Service beyond the Initial Term, which shall be twelve (12) months unless otherwise set out on the Cover Sheet for that Product or Service;

"Services" means services provided by Thomson CompuMark including, but not limited to, screening, search and watch services, in use searches, facilitation of legal services, reports, document retrieval services and any maintenance, support, training or consultancy services, details of which are included in the applicable Cover Sheet and/or, where indicated in the Cover Sheet, in the Product Guide;

"Subscription Database" means any Thomson CompuMark database to which Client subscribes as set out in the Cover Sheet;

"Term" means, in relation to a Product or Service, the Initial Term together with any Renewal Term(s);

"Thomson CompuMark" or "TR" means the Thomson Reuters entity so identified in the Cover Sheet;

"Trade Controls Laws" means the export controls and economic sanctions laws of any jurisdiction, including those of the United States of America and the European Union and its Member States.

"Trademark Specialist" means an attorney or a law firm or trademark specialist or consultant engaged primarily in the practice of law or trademark consultancy;

"Transactional Prices" means the transactional prices for Products and Services published in the then-current Product Guide. Transactional Prices are subject to change and do not include any discounts or taxes which may apply; and

"Usage Cap" shall mean the 'Usage Cap' (or alternatively the 'Subscription Use Limit') set out in the Cover Sheet.

In the event of any conflict between the Cover Sheet and these Terms and Conditions, the Cover Sheet shall prevail unless otherwise agreed by the parties.

1 PROVISION OF PRODUCTS AND SERVICES

1.2 With effect from the Effective Date, TR will provide the Products to and/or shall procure the performance of the Services for Client in accordance with and subject to the provisions of the Agreement but subject to any provisions in the Cover Sheet.

1.3 Client shall at all times:

1.3.1 provide TR in a timely manner with information, specifications or instructions of sufficient detail, accuracy and completeness as reasonably required by TR; and

1.3.2 use all reasonable efforts to perform any additional obligations specified in the Cover Sheet in a timely manner.

1.4 Where any Client Information is the subject of any Product or Service, such Product or Service shall be provided and be valid only in respect of the particular Client Information provided by Client to TR. If any Client Information that is the subject of any Product or Service changes in any way and the Client requires the Product or Service to be provided in relation to such changed Client Information, the Client shall order a new Product or Service in relation to such changed Client Information.

1.5 Client's rights of use of the Products, Services and Content shall be capped at the Usage Cap set out in the Cover Sheet (if any).

2 TERM AND TERMINATION

2.1 The Agreement will commence on the Effective Date and (except where a Term is indicated on the Cover Sheet) will continue (unless lawfully terminated) until all Services have been performed and the Products have been provided and the Client has paid the Fees due in respect of those Products and Services ("**Non Fixed Term Contracts**").

2.2 For those Products and Services that are provided for a fixed minimum Term, the Agreement will expire at the end of that Term, save where the Cover Sheet specifies that the Product or Service is subject to a Renewal Term in which case either Party may terminate such Product or Service by giving to the other not less than thirty (30) days' written notice ("**Termination Notice**") before the end of the expiry of the Term then in force ("**Expiry Date**"), failing which the Agreement shall continue for the Renewal Term automatically ("**Fixed Term Contracts**").

2.3 For Fixed Term Contracts, TR may vary the terms of the Agreement for a Renewal Term subject to first providing the Client with written notice of such variation at least forty five (45) days prior to the Expiry Date of the then current term. The Agreement shall continue as varied into the Renewal Term unless validly terminated in accordance with clause 2.2 above.

2.4 Without prejudice to its other rights and remedies, either Party may terminate the Agreement with immediate effect by written

notice to the other Party (without the need to send a prior formal demand letter, without prior Court authorization and without obligation to pay compensation or indemnities) if the other Party is in material breach of the Agreement and either (i) that breach is incapable of remedy within thirty (30) days of the date of such notice, or (ii) the Party in breach has failed to remedy the breach within thirty (30) days after receiving written notice by the non-breaching Party requesting that the breaching Party remedy such breach; (iii) the other party enters into a composition with its creditors; (iv) a court order is made for the winding up of the other party; (v) an effective resolution is passed for the winding up of the company (other than for the purposes of amalgamation or reconstruction); (vi) the other party has a receiver, manager, administrative receiver or administrator appointed in respect of it; or (vii) the other party is unable to pay their debts as they fall due or its assets are worth less than its liabilities on a balance sheet basis.

2.5 Thomson CompuMark may terminate the Agreement, or the provision of any particular Product or Service (i) with immediate effect if any Person which is a competitor of Thomson CompuMark acquires Control of Client, or (ii) when Thomson CompuMark ceases general provision of a Product or Service. In this regard, Thomson CompuMark shall use all reasonable endeavours to inform the Client in a timely manner off its decision to cease general provision of a Product or Service.

2.6 UPON TERMINATION OF THE AGREEMENT OR THE PROVISION OF ANY PRODUCT OR SERVICE UNDER CLAUSE 2.4 AND 2.5 WHERE SUCH PRODUCT OR SERVICE IS PROVIDED ON A SUBSCRIPTION BASIS IF CLIENT HAS PRE-PAID ANY FEES FOR THE RECEIPT OF A TERMINATED PRODUCT OR SERVICE IN RESPECT OF ANY PERIOD FOLLOWING THE TERMINATION DATE, THOMSON COMPUMARK'S SOLE LIABILITY TO CLIENT IN RESPECT OF SUCH TERMINATION SHALL BE TO REFUND THE FEES ALLOCABLE TO THE PROVISION OF THAT PRODUCT OR SERVICE FOR THE PERIOD FOLLOWING TERMINATION.

2.7 Upon termination or expiry of this Agreement for any reason or the date on which a Product or Service is discontinued pursuant to clause 2.5, Client shall immediately cease access to and use of all of Thomson CompuMark's Confidential Information and Client's license to access Products will terminate, save that Client is entitled to retain copies of Content provided that it has been obtained and continues to be used within the limits proscribed at clause 9.

2.8 Clauses 2, 3, 4, 5, 7, 9 and 11 will survive termination or expiration of the Agreement for any reason, together with any other clauses necessary for the interpretation or enforcement of this Agreement.

2.9 Termination of the Agreement or of the provision of a Product or Service will not affect any rights accrued at the date of termination.

3. WARRANTIES

3.1 Thomson CompuMark warrants that it has the right to grant all licences granted by Thomson CompuMark to the Client under the Agreement.

3.2 Thomson CompuMark warrants that it shall use commercially reasonable endeavours to provide the Products and Services in accordance with industry standards using personnel having reasonably appropriate skills, experience, qualifications and knowledge and substantially in accordance with the Cover Sheet.

3.3 If Client notifies Thomson CompuMark within thirty (30) days of delivery of the deliverables supplied in connection with the Products and/or Services being supplied under this Agreement of any failure by Thomson CompuMark to comply with the terms of the warranty at clause 3.1 above, Thomson CompuMark shall use commercially reasonable efforts to re-perform the Services and/or correct the deliverables (as

applicable). If Thomson CompuMark is unable to re-perform the Services or to correct the deliverables within a reasonable period of time, Thomson CompuMark shall promptly refund to Client any Fees paid in advance for the applicable Products or Service and TR, at its option, may immediately terminate the Agreement. THE LIMITED REMEDY SET FORTH IN THIS CLAUSE 3.3 SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET OUT IN CLAUSE 3.2

- 3.4 Each Party warrants to the other Party that it has authority to enter into the Agreement and that the entering into the Agreement and the performance of its obligations under such Agreement will not violate any applicable laws, directives, regulations, other statutory or legislative provisions or mandatory codes of conduct in force from time to time.
- 3.5 Client warrants that it has all necessary rights to provide to or share with Thomson CompuMark any information, documentation or materials (if any) for the purpose of Thomson CompuMark providing the Products and Services and that any data contained within the same shall comply with all applicable data protection legislation.

4 EXCLUSIONS AND LIMITATION OF LIABILITY

- 4.1 EXCEPT AS SET OUT IN THIS AGREEMENT, ALL WARRANTIES, TERMS AND CONDITIONS WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY WARRANTIES, TERMS AND CONDITIONS AS TO ACCURACY, RESULTS, TIMELINESS, COMPLETENESS, DESCRIPTION, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.2 THE PRODUCTS WILL BE PREPARED AND THE SERVICES PERFORMED USING THE PARAMETERS SET OUT IN THE COVER SHEET (IF APPLICABLE) AND THE EXPERTISE OF TR'S EMPLOYEES AND CONTRACTORS. WHILE REASONABLE AND CUSTOMARY CARE IS TAKEN IN CARRYING OUT THE SERVICES, TR MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY PRODUCTS, THE DATA SOURCES SEARCHED OR THE RESULTS OBTAINED THEREFROM, NOR THAT ALL ERRORS IN THE PRODUCTS WILL BE CORRECTED.
- 4.3 CLIENT UNDERSTANDS THAT TR DOES NOT PROVIDE ADVICE, WHETHER OF A LEGAL, FINANCIAL, MEDICAL OR OTHER PROFESSIONAL NATURE. THE INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE PRODUCTS ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER TR NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY CLIENT, OR ANY THIRD PARTIES, ON THE INFORMATION OR OTHER MATERIALS CONTAINED IN ANY PRODUCT OR SERVICES.
- 4.4 CLIENT ACKNOWLEDGES THAT THE SERVICES MAY BE BASED AND RELY ON (I) INFORMATION PROVIDED BY CLIENT, OR A THIRD PARTY ON BEHALF OF CLIENT, (II) RESOURCES PROVIDED BY CLIENT, OR (III) OTHER FACTORS NOT WITHIN THE CONTROL OF TR. IN SUCH CASES, TR SHALL NOT BE RESPONSIBLE FOR ANY BREACH OR NON-PERFORMANCE THAT OCCURS DUE TO SUCH INFORMATION, RESOURCES OR OTHER FACTORS OUTSIDE OF TR'S CONTROL.
- 4.5 NEITHER PARTY WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR:
- 4.5.1 LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REPUTATION OR ANTICIPATED SAVINGS (EXCEPT IN RELATION TO CLIENT'S OBLIGATION TO PAY THE FEES);

4.5.2 CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CLIENT'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS;

4.5.3 LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES,

IN EACH CASE WHETHER DIRECT OR INDIRECT, OR

4.5.4 ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER SUCH INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE MAY ARISE EVEN IF SUCH PARTY OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

4.6 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT EXCEED, IN ANY 12-MONTH PERIOD, THE FEES PAID OR PAYABLE BY CLIENT TO TR UNDER SUCH AGREEMENT DURING SUCH 12-MONTH PERIOD.

4.7 Clauses 4.3, 4.4, 4.5 and 4.6 shall:

4.7.1 not apply in relation to: (i) each Party's obligation to indemnify the other Party under this Agreement; and (ii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Services or in the Products, or Client's unauthorized use of the Products; and

4.7.2 subject to clause 4.7.1, apply equally to TR's Affiliates and Third Party Suppliers as if such third parties were TR.

4.8 Nothing in this Agreement excludes or limits either Party's liability for death, personal injury resulting from its negligence, fraud, or any other liability to the extent that such liability cannot be excluded or limited by applicable law.

5 INDEMNITIES

5.1 Subject to clause 5.2:

5.1.1.1 TR shall defend, indemnify and hold Client harmless from and against any third party Claims arising as a result of TR's breach of the warranty set out in clause 3.1;

5.1.1.2 Client shall defend, indemnify and hold TR, its Affiliates and its Third Party Suppliers harmless on demand from and against any Claims against it or them: (i) that use of any information or materials provided by Client under or in relation to the Agreement in accordance with Client's instructions infringes third party Intellectual Property Rights; and (ii) in respect of Client's, or any third party's, use or possession of, or reliance on, the Products other than in accordance with the Agreement.

5.2 Client shall defend, indemnify and hold harmless TR, its Affiliates and its Third Party Suppliers in respect of any acts or omissions of, or Claims by, the Client's Affiliates or End Users to the same extent as if the Client had committed such acts or omissions or brought such Claims itself.

5.3 A Party seeking to rely on an indemnity under the Agreement ("**Claiming Party**") may only do so provided that it: (i) promptly notifies the other Party ("**Indemnifying Party**") of any such claims; (ii) does not, without the Indemnifying Party's written consent, do or omit to do anything, or make any admission, which materially prejudices the Indemnifying Party's defence of such claims; and (iii) takes all reasonable steps to mitigate any loss or damage to the third party claimant.

5.4 In the event an injunction is sought or obtained against the Claiming Party and where the Claiming Party is Client, TR may, at its sole option and expense: (i) procure for Client the right to continue using the affected Product; (ii) replace or modify the affected Product so that it does not infringe; or (iii) terminate this Agreement in respect only to the affected Product and provide to Client a pro-rata refund of the Fees allocable for such Product for the period from the termination date to the end of the pre-paid period (if any), as determined by TR.

6. CHANGE CONTROL

6.1 If Either Party requests changes to the Products and/or the Services, the other Party will consider such request but no change shall have effect unless and until each party approves such change request in writing.

7. INTELLECTUAL PROPERTY

7.1 Client acknowledges that all Intellectual Property Rights in the Products and Services are owned by Thomson CompuMark or its third party providers. Subject to clause 7.2, Thomson CompuMark neither assigns any Intellectual Property Rights nor grants any licenses or rights in respect of the Products or Services to Client.

7.2 Client grants Thomson CompuMark a limited, royalty-free license to use the Client Information as necessary in order to fulfill its obligations to provide the Products and Services. Save as expressly set out in this Agreement, Client neither assigns any Intellectual Property Rights, nor grants any licenses or rights in respect of Client Information to Thomson CompuMark.

8. USE OF PRODUCTS AND SERVICES

8.1 Subject to clauses 8.2 and 8.3, Thomson CompuMark grants Client a limited, non-exclusive, non-transferable, worldwide license to use the Content for Client's internal business purposes to the extent required for the proper enjoyment of the Products and Services, in accordance with the license rights and restrictions set out in the Cover Sheet.

8.2 In relation to each Product for which an End User is licensed, such End User may access, download and/or print reasonable amounts of Content as required for his or her own work use and Client's internal purposes.

8.3 Client shall not offer for sale or resale any of the Products, Services or Content, nor may Client use them in order to develop products and/or services that could be deemed to compete with the business of Thomson CompuMark or its Affiliates, save that where Client is a Trademark Specialist it may supply copies of the Content to its own clients provided such distribution is incidental to the provision of the advisory services for which such Client has been engaged.

8.4 In each instance where Content is distributed, Client shall both acknowledge the source of such Content and include the following notice in a reasonably prominent manner: "This material is reproduced under a license from Thomson CompuMark. You may not copy or re-distribute this material in whole or in part without the written consent of Thomson CompuMark."

8.5 Except as otherwise authorised by Thomson CompuMark, Client undertakes not to, and to ensure that End Users will not:

8.5.1 use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute any portion of a Product, Service or any Content other than to the extent that they are expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement;

8.5.2 allow any non-End Users to access any Product or Content, except as expressly permitted in clauses 8.1 and 8.2;

8.5.3 create derivative databases or other works whether using all or some of the Content; or (ii) otherwise use any Product (or any portion or derivation of the Content) in any other product or service; or

8.5.4 disclose the Login Details to any third party or allow any third party to use the Login Details to access a Product (whether on an End User's behalf or otherwise).

8.6 The Products and Services may include, and/or Thomson CompuMark may provide or facilitate access to, third party services including links to third party web sites. Thomson CompuMark is not responsible for, and does not control, such third party services and the Client uses them at its own risk.

9. CONFIDENTIAL INFORMATION

9.1 Each Party (the "Receiving Party") shall keep any Confidential Information received from or belonging to the other Party or its Affiliates (the "Disclosing Party") confidential and, without the prior written consent of the Disclosing Party, the Receiving Party shall not:

9.1.1 disclose such Confidential Information to any Person except to those of the Receiving Party's (or its Affiliates') directors, managers employees, suppliers, contractors or agents who are bound by confidentiality obligations and where disclosure is necessary to perform its obligations or exercise its rights under the Agreement; or

9.1.2 use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement.

9.2 The restrictions set forth above shall not apply to any Confidential Information to the extent that such Confidential Information:

9.2.1 is or becomes generally and freely available to the public through no fault of the Receiving Party or its Affiliates, employees, contractors or agents, or

9.2.2 can be shown to have been independently originated by the Receiving Party or communicated to it by a third party on a non confidential basis provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.

9.3 In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited) so that the Disclosing Party may either (i) seek an order preventing disclosure or such other appropriate remedy (and if the Disclosing Party seeks such an order or remedy, the Receiving Party, at the Disclosing Party's expense, will provide such cooperation as the Disclosing Party reasonably requests and the Receiving Party is legally able to provide), and/or (ii) waive compliance with the provisions of this clause. In the event that such an order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this clause, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the reasonable opinion of its legal counsel).

10. FEES AND PAYMENT

10.1 Client will pay the Fees for the Products and Services in accordance with the payment provisions specified in the Cover Sheet. If the Fees are listed as Transactional Prices established by reference to the Product Guide, they shall be at the rates published in the then current Product Guide that is applicable to Client's jurisdiction. Client shall be responsible for the payment of all Fees, including but not limited to, any Fees payable by any Authorized Affiliates of Client and by any of Client's agents or representatives.

10.2 If the Client's usage of the Products and/or Services exceeds the Usage Cap in the Cover Sheet, or if Client uses a database not included in Client's Subscription Databases, the additional usage will be charged to Client on a Transactional Price basis.

10.3 Invoiced amounts are payable in full without deduction (whether by way of set-off, counterclaim or otherwise) within thirty (30) days of Client's receipt of the relevant invoice from Thomson

CompuMark. Invoices are payable in the currency stated in the Cover Sheet.

- 10.4 All Fees are exclusive of applicable charges imposed by government or other third party ("Tax") including any consumption, sales or value-added taxes or other Taxes not based upon the net income of Thomson CompuMark, and Client agrees to pay all such applicable Taxes. If Client is obliged to withhold or deduct any portion of the Fees then TR shall be entitled to receive from Client such amounts as will ensure that the net receipt, after Tax, to Thomson CompuMark in respect of the Fees is the same as it would have been were the payment not subject to the Tax.
- 10.5 Transactional Prices are subject to change. Thomson CompuMark will notify Client of any such pricing changes in writing or by mailing Client an updated Product Guide. Client may also call Thomson CompuMark during business hours to receive current pricing information.
- 10.6 Except where the Fees for any Renewal Term(s) are specified in the Cover Sheet, Thomson CompuMark reserves the right to increase the Fees payable in respect of any Renewal Term, provided that it notifies the Client of such increase (via an invoice or letter) not less than forty five (45) days prior to the end of the Initial Term or the then-current Renewal Term (as applicable).
- 10.7 A service charge of 1.5% per month or the highest lawful interest rate, whichever is lower, may be applied to all amounts not paid by the due date, which shall accrue daily on a compound basis and be payable monthly. Thomson CompuMark reserves the right to suspend the provision of any Products and Services until such time as all such Fees and interest thereon has been paid in full
- 10.8 If Client or any of its Authorized Affiliates acquires, merges with or is acquired by another company such that the other company, as a result of the transaction, is or would be entitled to use or receive the Services and/or the Products under this the Agreement, TR shall be entitled to revise the Fees to account for the subsequent increased scope of use within the terms of the applicable license.

11. GENERAL

- 11.1 Neither Party will be liable to the other for any failure or delay in the performance of its obligations under the Agreement due to circumstances which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.
- 11.2 At all times during the Term, all TR personnel carrying out Services will remain subject to the overall control of TR and to the terms of their employment or engagement by TR.
- 11.3 Client agrees that during the Term and for twelve (12) months thereafter it will not, without the prior written consent of TR, directly or indirectly employ or engage, or solicit for employment or engagement any employee or contractor of TR who is or has been at any time directly involved in the provision of the Services or the Products.
- 11.4 Failure or delay by either Party in exercising any right or power under this Agreement will not constitute a waiver of such right or power unless agreed in writing pursuant to clause 11.7.
- 11.5 Client shall not assign, sub-license or delegate any of its rights or obligations under this Agreement without the prior written consent of Thomson CompuMark. Thomson CompuMark may assign, sub-contract or delegate all or any of its rights or obligations under the Agreement to any third party, provided that in the case of sub-contracting, Thomson CompuMark shall remain responsible for the performance by its sub-contractors of such obligations under the Agreement. Any assignment, sub-licensing or delegation in breach of this clause 11.4 shall be null and void.
- 11.6 Any notice given under the Agreement must be in English in writing, signed by or on behalf of the Party giving it and delivered personally or sent by express courier or pre-paid registered or certified post to the address set out on the applicable Cover Sheet (or as otherwise notified in writing by

that Party by notice complying with the terms of this clause). Thomson CompuMark shall be entitled to notify Client about renewal and pricing information by email to the email address of Client's administrator as notified by Client in writing from time to time. All notices will be treated as being received on the date that the notice is recorded as having been delivered.

- 11.7 The Agreement contains the entire agreement of the Parties as to its subject matter and supersedes any and all prior written or oral agreements and understandings in relation thereto. Client agrees that any terms and conditions incorporated into any purchase order submitted by it for acceptance by Thomson CompuMark whether before or after the date of the Agreement shall not apply and are expressly excluded. Each Party acknowledges that in entering into the Agreement it has not relied on any representations made by the other Party that are not expressed in the Agreement. This clause 11.7 shall not be construed as excluding either Party's liability in respect of any fraudulent statements.
- 11.8 Any amendment to this Agreement shall only be effective if in writing and executed by a duly authorized representative of each Party.
- 11.9 If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction, it shall be deemed to have been deleted without affecting the remaining provisions.
- 11.10 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of The Province of Ontario without regard to its principles governing conflicts of law, and the laws of Canada applicable therein. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario, save that TR may seek injunctive or other relief in any other jurisdiction in order to protect its Intellectual Property Rights.
- 11.11 The Parties are independent contractors and neither the Agreement, nor any of these Terms and Conditions, creates a partnership, joint venture, employer-employee relationship, agency relationship, or franchise relationship between the Parties. Neither Party will have any right, power, or authority by virtue of the Agreement to enter into any agreement for or on behalf of, or incur any obligation or liability of, or otherwise bind, the other Party.
- 11.12 The Agreement may be executed via electronic transmission. The parties may exchange signed copies of the Agreement by facsimile, e-mail or other electronic means and such signed copies shall be legally binding.

12. TERMS SPECIFIC TO CERTAIN PRODUCTS AND SERVICES

12.1 Facilitation of Legal Services

- 12.1.1 Thomson CompuMark provides search services only, and does not provide any legal opinions or legal advice. It is the Client's responsibility to engage Counsel in each jurisdiction. At Client's request Thomson CompuMark can facilitate introductions to Client of various Counsel. By ordering Products and Services such as legal opinions, risk assessments trademark filing, domain recovery services, or similar services Client authorizes Thomson CompuMark to liaise with Counsel engaged by Client in order to help Client fulfill such requests in jurisdictions of interest (by way of example, Client may request that Thomson CompuMark send the search reports directly to Counsel). Client gives Thomson CompuMark permission to provide said Counsel with Client's name, contact information, and Client Information. Client acknowledges and agrees that depending on the jurisdiction, Counsel may need to perform a conflicts check or know your client check, and/or similar lawyer/client relationship reviews. In case the Counsel identifies a potential conflict or other lawyer/client relationship issue, Thomson CompuMark may need to liaise with another Counsel engaged by client in that jurisdiction or may require additional information from Client. Where requested by Client, Thomson CompuMark may, but shall not be required to, assist

Client in identifying Counsel, including through appropriate lawyer or bar associations and accreditation services. In rare instances, Thomson CompuMark may not be able to refer Client to Counsel in a relevant jurisdiction.

12.1.2 Opinions, risk assessments, filing services, domain recovery services and similar legal services are provided by Counsel and are based on the experience and knowledge of the respective Counsel. Client acknowledges and agrees that the Counsel engagement terms and conditions and disclaimers shall apply to such services. It is the Client's responsibility to review and understand the Counsels' terms and conditions of services. Client and Counsel are encouraged to consult each other directly if any issues or questions arise. Client agrees that it is the responsibility of the Client, and **NOT** Thomson CompuMark, to ensure any Counsel/client privilege is maintained. Client agrees that Thomson CompuMark cannot be held liable in any way for the content of any of the fore mentioned services provided by Counsel. Furthermore, Client acknowledges and agrees that while Thomson CompuMark may assist Client in identifying potential Counsel, the Counsel

represents the Client. Client further understands and agrees that by authorising Thomson CompuMark to communicate directly with Client's Counsel, Thomson CompuMark may be required or compelled by an applicable court or regulatory agency to disclose certain information that may otherwise be privileged or confidential

13. EXPORT CONTROL LAWS

Client will not obtain, retain, use or provide access to the Product or Services to an Affiliate or any third party in a manner that may breach Trade Controls Laws. Client warrants that neither Client, nor any of its Affiliate that may obtain access to the Products and Services through Client, is a specially designated or sanctioned party under any Trade Control Laws.

14. PRIVACY

Thomson CompuMark's Privacy Policy is available at: <http://trademarks.thomsonreuters.com/privacy?cid=67>.