

TERAVIEW® TERMS & CONDITIONS

By opening or downloading the Teraview package or your Personal Security Licence (“PSL”) package, or by using the Teraview software, you agree to the following terms and conditions (the “Agreement”):

1.0 **Grant of Licence**

1.1 **Grant of Licence.** Teranet Inc. (“Teranet”) grants to the account holder, being of at least eighteen (18) years of age and as set out in the approved Teraview Application or Teranet Authorized Services Application (“Account Holder”) and to each PSL holder of at least eighteen (18) years of age and duly authorized by the Account Holder on a Teraview Personal Security Licence Application – account holder portion or Teranet Authorized Group Services form, and as set out in each approved PSL Application, (each a “PSL Holder”) a non-exclusive, non-transferable, limited, personal licence to access the Teraview gateway software system, a unique configuration of telecommunications, data, software and related materials (collectively referred to herein as “Teraview”) providing on-line remote access to a suite of land information products and services and other related and unrelated products and services (the “Products”), which may be changed and/or supplemented from time to time, in accordance with the terms of this Agreement and solely for the lawful purposes contemplated in the Teraview documentation published by Teranet from time to time. For greater clarity, the grant of the licence described herein does not, without satisfying additional requirements, provide the Account Holder and/or PSL Holder the authority to submit, for registration, documents on-line in electronic format through Teraview’s e-reg™ capability.

1.2 **Accounts, PSLs.** Upon Teranet’s approval of a Teraview Application or Teranet Authorized Services Application, Teranet will provide a unique Teraview account (the “Account”) to the Account Holder for which the Account Holder shall be responsible. Only duly authorized PSL Holders in good standing shall have access to the Account. The Account Holder shall be responsible for confirming the level of access to the Products to be granted to each PSL Holder. Only one (1) Account will be provided to a corporation or law firm or individual, unless otherwise approved by Teranet. Each Account Holder must have at least one valid PSL in order to access the Account. Each PSL Holder is bound by the terms of this Agreement and the Teranet Personal Security Licence Terms and Conditions (the “PSL Agreement”) as amended by Teranet from time to time.

1.3 **One Copy per Computer.** Each PSL Holder shall use a licensed, original copy of the executable object code for Teraview (the “Teraview Gateway”) on a single computer, however, there is no limitation on the number of copies of the Teraview Gateway which may be licensed to each Account Holder. Network access to Teraview is permitted only with prior authorization and certification by Teranet.

1.4 **Use Restrictions.**

(a) Teraview, the Products and access to the Products delivered through Teraview may not be used:

(i) in a computer service or timesharing business;

- (ii) to create a database in electronic or other format or for the purposes of data aggregation or dissemination (otherwise than for the internal archival use of the Account Holder or a PSL Holder);
 - (iii) for the purpose of commercial resale of the data and information or components thereof contained in such Products; or
 - (iv) in connection with the commission of any criminal or otherwise illegal act.
- (b) Teraview and the Products may not be tampered with through, without limitation, attempts to translate, reverse engineer, decompile, disassemble or modify Teraview and/or the Products, or to merge Teraview and/or the Products with any other system. Data may not be extracted from, and copies may not be made of, the data in Teraview or the Products, other than as expressly permitted in subsections 5.2 and 11.1 herein.

1.5 **Restrictions to Protect Third Party Interests.** Neither the Account Holder nor any PSL Holder shall: (a) sub-licence its access to Teraview or the Products to the Government of the United States or any regulatory body or agency thereof; (b) export its access to Teraview or the Products outside of Canada; or (c) infringe any copyright, patent, trade-mark or trade secret of Teranet or its licensors or suppliers.

2.0 **Fees, Charges and Payment Methods**

2.1 **Charges.** Charges to an Account shall be incurred on behalf of the Account Holder by individual PSL Holders or authorized users. The Account Holder shall be responsible for all charges, fees and taxes incurred by the Account Holder and by any PSL Holder or user authorized by the Account Holder who accesses the Account or uses the Account to pay for purchases of products and services. Charges and fees will be in accordance with the rates and pricing plans established by Teranet from time to time plus any additional applicable taxes. In the event that charges, fees, taxes and payment terms for the use of Products and services provided by persons other than Teranet, (including without limitation, any statutory fees set by any governmental authority), are changed on less than forty five (45) days' notice to Teranet, such charges, fees, taxes and payment terms may be changed immediately upon notice to the Account Holder. Otherwise, charges, fees and payment terms may be changed by Teranet upon ten (10) days' notice to the Account Holder. Notwithstanding the foregoing, Teranet may, in its reasonable discretion, impose additional fees and charges in connection with the administration of the Account and PSLs.

2.2 **Pricing and Upgrade Fees.** Current pricing of Teraview, the Products and other products and services is set out in the Teraview and Products pricing materials. New releases or versions of the Teraview Gateway or PSLs or upgrades to the Teraview Gateway or PSLs may be provided upon payment of additional charges as set out from time to time in the Teraview and Products pricing materials.

2.3 **Payment and Teranet Deposit Account.** With the signed Teraview Application, Teranet Authorized Services Application, or other Teranet authorization agreement the Account Holder will provide authorization for payment by credit card or a cheque or cheques to Teranet to cover the Teraview Gateway licence fees and installation fees, and the balance will be paid

into the Account Holder's Teranet deposit account (the "TeranetDeposit Account") in order to maintain it at the pre-determined level ("the Deposit Account Balance") set out in the Account Holder's Teraview Application, Teranet Authorized Services Application or other Teranet Authorization Agreement. The TeranetDeposit Account will be accessed by Teranet for payment of any charges, fees or taxes as specified from time to time by Teranet.

2.4 Maintenance of Teranet Deposit Account Balance. After it is established, the Account Holder's Teranet Deposit Account will be maintained at the Deposit Account Balance through either:

- (a) Cheque Payment Plan as set out in section 2.6 below; or
- (b) Deposit Account Payment Plan (payment by pre-authorized debits of designated bank accounts) as set out in section 2.9(a) below.

In either case, the required Deposit Account Balance amount may be increased by Teranet upon thirty (30) days' notice to the Account Holder or decreased with no notice. Showing a negative balance in a TeranetDeposit Account may result in the suspension of the related Account until such time as the TeranetDeposit Account has a positive balance.

2.5 Agent for Crown. Land transfer taxes and other statutory fees shall be collected from the Account Holder by Teranet, and Teranet shall remit the required payments to the Crown in right of Ontario and, if applicable, the appropriate municipality. The Account Holder acknowledges that Teranet is acting as an agent of the Crown and/or the municipality and that the Crown and/or the municipality shall have recourse for any unpaid land transfer taxes and other statutory fees.

2.6 Cheque Payment Plan. Pursuant to the Cheque Payment Plan described in the Teraview Application or Teranet Authorized Services Application, if an Account Holder elects to use the Cheque Payment Plan to replenish its Teranet Deposit Account, the Account Holder shall deliver cheques payable to Teranet in the amount(s) required to replenish the Account Holder's TeranetDeposit Account(s) to the required Deposit Account Balance from time to time and in the amounts, if any, of any Non-Sufficient Funds ("NSF") or other bank charges incurred by Teranet as a result of: (a) tendering the Account Holder's cheques for payment; and (b) Teranet's access to specified bank accounts under the e-regTM Payment Plan described in section 2.9(b).

2.7 Credit Card Payment Plan. If available and if the Account Holder and/or PSL Holder elects to use the credit card payment plan, the Account Holder and/or PSL Holder hereby authorizes payments made by credit card and agrees to the following:

- (a) Charges will equal the amount of charges from time to time incurred by Account Holders and/or PSL Holders and/or authorized users through the use of Teraview and the Products including other products and services and any other Account and PSL and user related charges, plus applicable taxes.
- (b) Such credit card authorization is valid until Teranet is advised in writing to cancel it. Each such notice to change or cancel such credit card authorization must be received

by Teranet at least ten (10) days before the next payment is due and may be subject to the payment of a fee.

- 2.8 **Teranet Cash Card Payment Plan.** If available and if the Account Holder elects to use the Teranet Cash Card payment plan, each PSL Holder may use his/her Teranet Cash Card to pay for charges from time to time incurred by the PSL Holder through the use of Teraview and the Products. Each PSL Holder shall ensure that, at all times, its Teranet Cash Card account contains sufficient funds to cover any charge(s) for which the Teranet Cash Card is tendered for payment.
- 2.9 **Pre-Authorized Debits Through Payment Plan Agreements.** Through the Deposit Account Payment Plan and the e-reg Payment Plan, the Account Holder can authorize Teranet to issue pre-authorized debits (“PADs”) on the specified bank accounts for use of Teraview and the Products and certain other non Teraview Products (“Other Products”) by the Account Holder and its PSL Holders and authorized users.
- (a) Pursuant to the **Deposit Account Payment Plan**, described in the Teraview Application or Teranet Authorized Services Application or other Teranet authorization agreement, an Account Holder may elect to use pre-authorized debits to maintain the Deposit Account Balance required for the payment of all charges, fees and taxes incurred by the Account Holder and its PSL Holders and the amount, if any, of any NSF or other bank charges incurred by Teranet as a result of Teranet’s access to the Account Holder’s bank account(s) under the Deposit Account Payment Plan and the e-reg Payment Plan described in section 2.9(b). Where using the Deposit Account Payment Plan, the Account Holder shall execute and return to Teranet the Payment Plan Agreement (“PPA”) included in the Teraview Application or Teranet Authorized Services Application or other Teranet Authorization Agreement, which PPA appoints the Account Holder’s Deposit Account Administrator. The PPA authorizes Teranet to issue PADs on a specified bank account, the Deposit Bank Account (“DBA”).
- (b) Pursuant to the **e-reg Payment Plan**, described in the Teraview Application or Teranet Authorized Services Application, where an authorized PSL Holder uses Teraview to create and submit, for registration, documents on-line in electronic format, the Account Holder must use PADs for the payment of applicable charges and fees, such as registration fees (including statutory fees and service fees) and applicable land transfer and other taxes. Teranet will regularly debit a specified electronic registration bank account (ERBA) as these charges, fees and taxes are incurred by the Account Holder and its PSL Holders. Teranet records all transactions conducted on Teraview for the purposes of administering the Teraview system. Each submission of instructions for registration of documents on-line in electronic format is deemed to be an authorization to debit registration fees (statutory fees and service fees) and applicable land transfer and other taxes from the Account Holder’s designated ERBA. The Account Holder is solely responsible for ensuring that any laws, regulations or other requirements with respect to the handling of trust funds are complied with in full. Where using the e-reg Payment Plan, the Account Holder shall execute and return to Teranet the PPA included in the Teraview Application or Teranet Authorized Services Application. The PPA authorizes Teranet to issue PADs on the specified ERBA.

- (c) If the DBA or the ERBA is held in the name of a person other than the Account Holder, the Account Holder warrants and represents it has the right to authorize Teranet to access such bank account and will produce evidence of the authority upon request.
- (d) Where the Account Holder appoints a Deposit Account Administrator, the Account Holder warrants and represents that the Deposit Account Administrator has the right to authorize Teranet to debit the DBA. The change of a Deposit Account Administrator for an Account must be made by written notice from the Account Holder to Teranet. Such change shall be effective immediately upon Teranet's receipt of such written notice.
- (e) Debit period for PADs and frequency may be changed by Teranet upon notice.
- (f) Either party may revoke any PPA in accordance with its terms, without revoking this Agreement in its entirety.

2.10 **Interest.** Outstanding charges, fees and taxes will be subject to a one percent per month interest charge after thirty (30) days, calculated on a monthly basis, (an effective annual rate of twelve point seven percent (12.7%)).

2.11 **Security.**

- (a) Without thereby limiting its access to any other remedy, Teranet, in its sole discretion, may at any time, as a condition to the Account Holder's or PSL Holder's use of Teraview or any of the Products or Other Products, require that the Account Holder post security in an amount and form reasonably required by Teranet.
- (b) This security may be held by Teranet as security for all of the Account Holder's obligations under this Agreement, including without limitation, debts incurred with respect to use of Teraview and the Products, any statutory fees and any breach of this Agreement.
- (c) If all or any amount available to Teranet under the security is paid to it at any time, then on demand from Teranet, the Account Holder shall restore the security to the original amount specified by Teranet.

2.12 **Statements; PPA PADs.**

- (a) If available, for a fee and upon request, Teranet may provide the Account Holder with online access to periodic statements showing payment of fees for each PSL and authorized user. Such statements will include information with respect to PADs made pursuant to a PPA at a time reasonably following the debit date.
- (b) Notwithstanding the foregoing, a PAD authorized by a PPA is not contingent upon the PSL Holder's or authorized user's receipt of such statements.

2.13 **Concerns about Charges.** The Account Holder must notify Teranet of any incorrect charge within thirty (30) days of receiving a statement from Teranet. After any such thirty (30) day period, the Account Holder shall forfeit any recourse to Teranet to claim a credit.

3.0 **Term and Termination**

3.1 **Term.** Except as otherwise provided herein, this Agreement shall commence upon the acceptance by Teranet of the Account Holder's Teraview Application or Teranet Authorized Services Application and acceptance by the Account Holder, and each PSL Holder authorized by the Account Holder, of the terms and conditions contained herein (which are deemed to be accepted upon opening the Teraview package or downloading of the Teraviewsoftware). This Agreement shall remain in full force and effect unless either Teranet or the Account Holder provides sixty (60) days' prior written notice to the other of its intention to terminate this Agreement. Termination of this Agreement for any reason whatsoever will result in automatic termination, without further notice, of each PSL.

3.2 **Termination.** Notwithstanding section 3.1, Teranet may terminate this Agreement and/or any or all PSLs effective immediately on written notice to the Account Holder or suspend without notice the rights of the Account Holder or any PSL hereunder: (a) for failure of the Account Holder and/or PSL Holder to comply with any of the terms and conditions of this Agreement, including failure to pay any outstanding amounts; (b) in the event that any law or governmental regulation restricts or precludes the collection, use and/or licensing of personal information including data provided by the Province of Ontario; or (c) in the event the Account Holder and/or PSL Holder becomes bankrupt or insolvent, makes an assignment for the benefit of its creditors, or where a receiver is appointed under any instrument or over any assets of, or an order is made or resolution passed for the winding up of, the Account Holder. Teranet may terminate this Agreement with respect to any PSL Holder, effective immediately on written notice to the Account Holder and the PSL Holder, where the PSL Holder is in breach of the PSL Agreement, as amended by Teranet from time to time, or if the PSL Holder's PSL is otherwise terminated or revoked by Teranet. For clarity, a suspension hereunder does not constitute termination of this Agreement and the suspended Account Holder and/or PSL Holder(s), as applicable, shall continue to be bound by the terms hereof during the period of such suspension. A suspended Account Holder or PSL Holder may not access Teraview through the use of another Account.

3.3 **Refunds on Termination.** In the event that this Agreement is terminated for any reason whatsoever, Teranet shall render to the Account Holder a final statement of charges, fees and taxes owing and/or outstanding. Any such outstanding amount shall be immediately due and payable by the Account Holder, and Teranet may arrange for payment to be taken from:

- (a) the Account Holder's DBA(s) or ERBA under a PPA; or
- (b) the TeranetDeposit Account.

After payment in full of all fees and charges and charges for Products and Other Products, Teranet shall return the balance, if any, in the Account Holder's Teranet Deposit Account(s) to the Account Holder and discharge any security held pursuant to section 2.11 hereof.

4.0 **Equipment, Repair and Modifications**

- 4.1 **Changes to Teraview.** Certain materials and features may be added or withdrawn from Teraview or the Products, and Teraview or the Products may be otherwise changed, by Teranet at any time on at least forty-eight (48) hours prior notice to the Account Holder.
- 4.2 **Account Holder Computer.** The Account Holder is responsible for the acquisition, installation and operation of a computer and any other equipment necessary for the proper operation of Teraview and the Products and which meets the configuration and specifications established by Teranet from time to time. The use of such equipment shall be at the Account Holder's sole expense and risk. The Account Holder shall bear the cost of the communications lines to the nearest remote access point maintained by Teranet and any applicable long distance and connect charges.
- 4.3 **Repair.** Should the Teraview Gateway not operate in all material respects substantially in conformance with the specifications updated by Teranet from time to time, Teranet, or its designated agent, will use its best efforts to repair the Teraview Gateway at Teranet's expense. Teranet, or its designated agent, may, at its discretion, charge a fee at its then standard rates to provide software support that is required due to:
- (a) operator error;
 - (b) failure to maintain the Teraview Gateway at the most recent version or release provided by Teranet from time to time;
 - (c) modification or repair of the Teraview Gateway by a third party;
 - (d) the transfer of the Teraview Gateway to a different networking environment or hardware configuration; or
 - (e) the use of the Teraview Gateway with any third party operating system or software that is not supported by its manufacturer or that is otherwise incompatible with the Teraview Gateway as set out in Teranet's published specifications or guidelines from time to time.
- 4.4 **Supported Versions.** Teranet reserves the right to discontinue support of any version or release of the Teraview Gateway at any time following the date that is six (6) months following the release date thereof.

5.0 **Terms Specific to Database Services**

- 5.1 **Database Services.** Teraview provides online remote access to the Province of Ontario's writs of execution data (the "Writs Database") and Teranet's POLARIS® database containing the Province of Ontario's land registry data ("POLARIS"). POLARIS and the Writs Database are collectively referred to herein as the "Databases".
- 5.2 **Restrictions on Use.** Unless otherwise stated herein, no material retrieved from the Databases may be copied, extracted, reproduced, republished, uploaded, posted, transmitted, framed, commercially exploited or distributed in any way or by any means whatsoever, except that a single copy of such materials may be printed for personal, non-commercial use only,

provided all copyright and other proprietary notices are maintained. Unauthorized access to, reproduction and/or distribution of data from the Databases, or any portion thereof, may result in serious civil and criminal penalties, and will be prosecuted to the maximum extent of the law.

- 5.3 **Accuracy of e-reg™ Documents.** Where the Account Holder or a PSL Holder submits a document through Teraview's e-reg™ capability, and receives an automated confirmation receipt, Teranet warrants only that it has received a document. Teranet does not warrant the contents of the document or that the document will be successfully registered. The onus to verify the contents and accuracy of a submitted document lies solely with the Account Holder and/or PSL Holder. Teranet acts only as a passive conduit and shall have no liability to the Account Holder, a PSL Holder or any third party with respect to any damages resulting from a failed or inaccurately filed document.
- 5.4 **POLARIS Title Search Warranty.** Notwithstanding anything contained in this Agreement to the contrary, Teranet hereby warrants and represents that Teraview, when used for POLARIS title searches:
- (a) shall be fit for the purposes specifically described in the Teraview documentation, provided however that Teranet shall have no liability hereunder if access to POLARIS is, through no fault of Teranet, interrupted or discontinued; and
 - (b) shall accurately reproduce the information contained in POLARIS, and the parties agree that Teranet's liability for the breach of this express warranty shall be limited to the compensation that the Account Holder or PSL Holder would otherwise be entitled to receive from The Land Titles Assurance Fund under section 57 of the *Land Titles Act* R.S.O. 1990, c. L.5, as amended, and under section 116 of *The Registry Act* R.S.O. 1990, c. R.20, as amended (the "Assurance Fund"), had the information so received and relied upon by the Account Holder or PSL Holder been received directly from POLARIS, rather than through or from Teraview and/or the Products.
- 5.5 **No Warranty by the Province of Ontario.** Nothing in this Agreement is intended to negate any right or remedy that the Account Holder may have against the Assurance Fund. The Account Holder acknowledges that the Province of Ontario makes no warranties, express or implied, with respect to the Databases or any other Product supplied by or through Teraview. The Province of Ontario shall not have any liability to the Account Holder, the PSL Holder or any other person or entity for any direct, indirect or incidental, special or consequential damages whatsoever, including but not limited to loss of revenue or profit or savings, lost or damaged data, or other commercial or economic loss, even if the Province of Ontario has been advised of the possibility of such damages; or for claims by a third party. This section shall apply whether or not the liability results from a breach of a fundamental term or condition or a fundamental breach. The Account Holder and the PSL Holders acknowledge that Teranet accesses records filed with the Province of Ontario and this clause is included for the benefit of and can be relied on by the Province of Ontario.

6.0 **Intellectual Property Indemnity**

6.1 **Intellectual Property.** Teranet is the owner or licensee of all intellectual property rights in and to Teraview and the Products, including all modifications thereto, and all related materials, logos, names and support documentation provided under this Agreement.

6.2 **Intellectual Property Indemnity.** Subject to section 6.3 and the limitations of liability contained in section 7.1, Teranet shall indemnify and hold harmless, and shall defend, the Account Holder and/or PSL Holder(s) from and against any damages, losses and expenses which the Account Holder and/or PSL Holder(s) may incur, suffer or become liable for as a result of, or in connection with, any claim asserted by a third party against the Account Holder or PSL Holder to the extent such claim is based upon a contention that Teraview, in the form supplied to the Account Holder and/or PSL Holder(s) and used within the scope of this Agreement, infringes any Canadian patent, copyright, trade secret, trade-mark or other intellectual property right of a third party, provided Teranet is given prompt written notice of such claim. Teranet is permitted to defend or settle any such claim and, where requested by Teranet, all reasonable assistance is to be provided by the Account Holder and/or PSL Holder(s) to Teranet in defending or settling such claim. For clarity, Teranet shall be entitled, but not obliged, to participate in, or assume the defense of, any claim contemplated by this section. At Teranet's option, in the likelihood of, or upon an actual infringement action hereunder, Teranet may: (i) replace the services or Products with non-infringing versions; (ii) modify the services or Products to avoid infringement; or (iii) discontinue the services and Products affected and refund any money already paid by Account Holder to Teranet for services or Products not yet received.

6.3 **Current Version Only.** Section 6.2 shall not apply to a claim based on use of other than a current, unaltered release of Teraview or the Products, if such infringement could have been avoided by the use of a current, unaltered release of Teraview or the Products.

7.0 **Limitation of Liability**

7.1 **Limitation of Liability:**

- (a) In no event shall Teranet, its affiliates, suppliers, agents, employees or representatives be liable to the Account Holder, any PSL Holder or any third party as a result of any product or service provided, or the adequacy, performance or non-performance of Teraview or any product or service provided (subject to section 5); for any claims, actions, loss or damage including, without limitation, loss of revenue, profit or savings, lost or damaged data or other commercial or economic loss or any direct, indirect or incidental, special or consequential damages whatsoever, even if Teranet has been advised of the possibility of such damages; for claims by a third party (subject to section 6.2); for products or services provided, or for any other products and services provided through a third party, including but not limited to courier services, installation, customer and technical support services; or in connection with the failure or non-performance of any third party Product, or any third party software forming part of Teraview.
- (b) Without restricting the limitations on liability in this Agreement, the maximum aggregate liability of Teranet, its affiliates, suppliers, agents, employees or representatives to the

Account Holder and all PSL Holders and authorized users for any claim whatsoever relating to Teraview or the Products or any other products or services (including, but not limited to, installation, customer support and technical support services) provided under this Agreement shall not exceed the lesser of ten thousand dollars (\$10,000) or the charges actually paid to Teranet by the Account Holder under this Agreement in respect of the use of Teraview, the Products and/or any other products and services provided by Teranet under this Agreement during the twelve (12) months immediately preceding the date of the claim, excluding third party charges for the use of Teraview and the Products and any other products and services (including without limitation any statutory fees).

- (c) The limitations of liability set forth in this section 7.1 shall apply whether or not the liability results from negligence, a breach of a fundamental term or condition or a fundamental breach of this Agreement.

7.2 **Operation, Limitation of Liability.** Notwithstanding section 7.1, if any of the Products fails through a fault of Teraview, the Products or other Teranet facilities, Teranet's sole liability, at the written request of the Account Holder, shall be to rebate to the Account Holder the charges imposed by Teranet for the failed use of such Product.

7.3 **Remedies.** The remedies provided for in this Agreement are exclusive.

8.0 **Disclaimer of Warranties**

8.1 **No Warranty.** Except for the express warranties provided in sections 5 and 6 hereof, Teranet makes no warranties with respect to Teraview, the Products, or any other products or services (including, but not limited to, installation, customer support and technical support services) provided by Teranet under this Agreement. Teraview and the Products, and any other products and services (including, but not limited to, installation, customer support and technical support services) provided by Teranet under this Agreement are provided on an "as is" basis, without any other warranties, representations or conditions, express or implied, including, without limitation, warranties or conditions of accuracy, completeness, currency, merchantability, fitness for a particular purpose, or those arising by law or by statute, or by usage of trade or course of dealing. Teranet does not warrant or make any representations regarding the use or the results of the use of Teraview or the Products in terms of their correctness, accuracy, reliability, security or otherwise. Notwithstanding anything in this Agreement, neither Teranet nor any person whose database or other Product is operated or distributed by Teranet, guarantees that any Product, database, or any data or document within a database, is complete and wholly accurate, or that any Product will function without failure or interruption.

8.2 **Other Suppliers.** Certain Products and Other Products may be developed, supplied, operated and/or maintained by persons other than Teranet. Teranet cannot, and does not, warrant the accuracy, completeness, currency, merchantability or fitness for a particular purpose of any such Products or Other Products. Due to the variety of sources from which the Products and Other Products are obtained, there may be delays, omissions or inaccuracies in the Products and Other Products. Teranet specifically disclaims any and all warranties in respect of third party software forming part of Teraview.

9.0 **Indemnification**

9.1 **Indemnity by Account Holder.** The Account Holder and each PSL Holder and authorized user shall indemnify and hold Teranet, its affiliates, suppliers, agents, employees and representatives (the "Indemnified Parties") harmless for any costs, damages, losses or expenses that the Indemnified Parties, or any of them, may incur, suffer or become liable for as a result of, or in connection with, any claim asserted by a third party against the Indemnified Parties, or any of them, in connection with any unauthorized, improper or illegal use of Teraview, the Services, Products, Other Products or data by the Account Holder or the PSL Holder or authorized user or committed under their Account, or due to any breach of this Agreement by the Account Holder or the PSL Holder.

10.0 **Confidential and Proprietary Information**

10.1 **Confidential and Proprietary Information.** Teraview and each of the Products contain confidential, proprietary and trade secret information. The Account Holder and the PSL Holders acknowledge that a great deal of effort, analysis and selection has gone into creating Teraview, the Products and the various components thereof. Unauthorized access to, or use, reproduction and/or distribution of, Teraview and the Products, or any portion of them will be prosecuted to the maximum extent of the law and may result in serious civil and criminal penalties. When Teraview and the Products are in the possession of the Account Holder and PSL Holders, the Account Holder and PSL Holders shall use reasonable care in their use and storage.

11.0 **Import / Export Features**

11.1 **Data Export Features.** Billing data that is up to 2 years old will be available to the Account Holder and PSL Holders for export as set out in this section. Billing data more than two years old will be archived, and therefore unavailable on the Docket Summary or Docket Tax/Fee Summary reports. If the Account Holder should require access to billing data older than two years, a special request will have to be made through the Customer Service Centre. The Account Holder and PSL Holders may, through the Billing Export feature, save its billing and other Account information to a file. A PSL Holder may, through the POLARIS[®] Export feature, make a copy of land registration data contained in the POLARIS database solely for the purpose of immediately incorporating that data into documents it is preparing for its internal business use in a specific land registration transaction or otherwise in accordance with subsection 5.2. The POLARIS data may not be stored and reused in another land registration transaction or be used for other purposes.

11.2 **Document Import Features.** The Account Holder and PSL Holders are solely responsible for the contents of any documents, files and other information (collectively, "Files") imported to Teraview, and Teranet acts only as a passive conduit for the online transmission of such Files. The Account Holder and PSL Holders are solely responsible for creating and retaining backup copies of all Files. The Account Holder and PSL Holders agree that Teranet reserves the right to remove (or have removed) from its servers any Files which it believes, in its sole discretion, may damage Teranet's or its suppliers' or licensors' systems, and/or expose Teranet or its suppliers or licensors to liability, and the Account Holder and PSL Holders hereby grant access to Teranet and its authorized representatives to effect such removal and consent to such

removal. Teranet shall notify the Account Holder within one (1) business day of any such removal. The Account Holder and PSL Holders waive any claim arising from any such File removal.

- 11.3 **Warranties, Files.** The Account Holder and each PSL Holder represents and warrants that its Files: (i) do not and will not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) do not and will not violate any law, statute, ordinance or regulation, including without limitation those pertaining to export control, unfair competition, anti-discrimination and false advertising; (iii) are not and will not be defamatory or trade libellous; (iv) are not and will not be obscene, pornographic or otherwise contrary to the laws of Canada; and (v) do not and will not contain any "viruses" or other harmful or deleterious programming routines.
- 11.4 **Verification of Accuracy.** Where data is imported or exported as set out in this section 11, or otherwise submitted through Teraview, the Account Holder and/or PSL Holder shall be solely responsible for the verification of the accuracy and quality of the data and its fitness for the intended purpose of the Account Holder and/or PSL Holder(s).

12.0 **Use of Teraview via the Internet**

The following provisions apply where Teraview is accessed via the Internet:

- 12.1 **Terms of Use.** Use of Teraview via the Internet is subject to the Terms of Use governing the use of the web site(s) ("the Site") through which Teraview is accessed. There may be links on the Site which will enable you and your users to leave the Site and connect directly to linked sites. Teranet is providing these links only as a convenience. Such linked sites are entirely independent of the Site, and shall not be construed as any reflection on, any affiliation with, approval of, or endorsement by Teranet of any such site or entity, or its respective information, publications, products or services. Teranet shall not be responsible for the contents of any site linked to a Teranet site or for any link contained in a linked site. When linking to a third party site, you are leaving the privacy coverage of this Site and are subject to the privacy coverage of the third party site. Teranet cannot and does not guarantee that the third party web site privacy statement is the same or contains the same privacy statement of Teranet.
- 12.2 **Access.** The Account Holder shall be solely responsible for obtaining and paying for its Internet access.
- 12.3 **Privacy Policy.** Use of Teraview via the Internet is subject to Teranet's Privacy Policy, accessible at www.teranet.ca/legal/legalnotice.html, as amended from time to time without notice, which is incorporated herein by reference. Without limiting the generality of the Privacy Policy, by using Teraview, you expressly consent to the disclosure by Teranet of any of your personal information that may be included within or with respect to your access to or use of Teraview or your PSL to the Province of Ontario, its ministries or agencies, for the purposes of Ministry or agency use, and to the disclosure of such personal information to the Province of Ontario, its ministries or agencies and to any law enforcement authority or regulator having jurisdiction, in connection with any investigation by any of them relating to your use of Teraview or your PSL. The Account Holder and PSL Holders recognize and agree that: (i) since the Internet is not a secure medium, privacy cannot be guaranteed; and (ii) the nature of

Internet communications means that communications are susceptible to data corruption, unauthorized access, interception and delays.

- 12.4 **Security Policy.** Use of Teraview via the Internet is subject to Teranet's Security Policy, accessible at www.teranet.ca/legal/legalnotice.html, as amended from time to time without notice, which is incorporated herein by reference. The Account Holder and PSL Holders recognize and agree that although Teranet's security efforts are generally consistent with industry practice in Canada, complete privacy, confidentiality and security associated with any communications is not yet possible over the Internet, and therefore cannot be guaranteed. As a result, Teranet shall not be responsible or liable for any loss of privacy, disclosure of information, harm, damage or loss that may result from the transmission of any information in any connection with Teraview.
- 12.5 **Security Violations.** The Account Holder and PSL Holders agree not to attempt to violate the security of Teraview, including without limitation, (i) by attempting to log into an Account which the Account Holder and/or PSL Holder(s) are not authorized to access or (ii) by attempting to interfere with the Products through means of a virus, by overloading a server or by any other means.
- 13.0 **General**
- 13.1 **Survival.** Any provision of this Agreement intended to survive the termination of this Agreement, including sections 3, 5, 6, 7, 8, 9, 10, 11, 12 and 13 hereof, shall survive the termination of this Agreement.
- 13.2 **Title.** Title to Teraview and the Products shall at all times remain with Teranet and/or its licensors and suppliers. Teraview, its associated systems and documentation and the Products are proprietary and are protected by copyright and other intellectual property laws.
- 13.3 **Use of Marks.** This Agreement does not include the right to use the business name, logo and related trademarks of Teranet or any of its licensors or suppliers. The display of such trademarks through Teraview, or on any web site, does not imply that a licence of any rights therein has been granted, unless otherwise specifically stated.
- 13.4 **Audit.** Teranet, or its authorized representatives, acting reasonably, may upon written request to the Account Holder examine and inspect during normal business hours, the materials and records of the Account Holder or a PSL Holder or authorized user relating to Teraview, the Products and this Agreement. Subject to section 12.3 hereof, Teranet shall keep confidential, and not disclose, information concerning the business and affairs of the Account Holder or PSL Holder or authorized user.
- 13.5 **Notice.** Any notice under this Agreement may be delivered by hand, by mail, by courier, by facsimile, by electronic mail or, in the case of a notice from Teranet, by announcement displayed via Teraview or on any Teranet web site. Except as provided for otherwise in this Agreement, a notice shall be deemed to have been received on the fifth business day after mailing if sent by regular mail, on the date of delivery if sent by courier, or on the first business day after the date of transmission if sent by facsimile, electronic mail or by announcement on Teraview or on any Teranet web site.

- 13.6 **Assignment.** This Agreement, or any of the rights and obligations herein, may be assigned, in whole or in part, by Teranet without consent. This Agreement, or any of the rights and obligations herein, may be assigned by the Account Holder or a PSL Holder only with the prior written consent of Teranet. Any attempt by the Account Holder or a PSL Holder to assign any rights or obligations under this Agreement shall be void in the absence of such prior written consent.
- 13.7 **Governing Law.** The Account Holder and PSL Holders acknowledge and agree that certain Products may be supplied by third parties resident and operating outside the Province of Ontario and/or may be hosted on computers located outside of the Province of Ontario. Notwithstanding the foregoing, the Account Holder and PSL Holders agree and acknowledge that their use of Teraview shall be deemed to have occurred and taken place solely in the Province of Ontario, Canada, and that this Agreement, and any disputes in connection with the subject matter hereof, will be governed by the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein. The parties expressly consent to the exclusive forum, jurisdiction and venue of the courts of Ontario in any and all actions, disputes, or controversies relating hereto.
- 13.8 **Severability.** If any provision of this Agreement shall be found to be unlawful, void or unenforceable, then such provision shall be deemed severable herefrom and will not affect the validity and enforceability of any remaining provisions.
- 13.9 **Amendment.** Teranet may from time to time amend the terms and conditions of this Agreement. Except as specified herein, all provisions of this Agreement may be changed immediately upon notice to the Account Holder. The Account Holder or its PSL Holders' continued use of Teraview following notice to the Account Holder of a change in terms and conditions of this Agreement will constitute the Account Holder's and PSL Holders' acceptance of such change.
- 13.10 **Entire Agreement.** This Agreement, together with the approved Teraview Application or Teranet Authorized Services Application and approved PSL Applications and other authorization agreements executed by the Account Holder and approved by Teraent, constitutes the entire agreement between the parties with respect to the use of Teraview and access to the Products by the Account Holder and the PSL Holders and the terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Account Holder to Teranet.
- 13.11 **Headings.** The headings in this Agreement are only for convenience of reference and shall not affect the construction or interpretation of this Agreement.
- 13.12 **Language.** The parties have requested that this Agreement and all documents contemplated hereby be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.
- 13.13 **Trade-marks.** Teranet, Teraview, e-reg and POLARIS are registered trade-marks and the Teraview logo and e-reg are trade-marks of Teranet Inc. All other trade-marks are the property of their respective owners. All rights reserved.

13.14 **Force Majeure.** Neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of related services or other necessary licenses), wars, terrorist actions, natural disaster, labour disruptions, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.