PORTAS® PERSONAL SECURITY LICENCE AND RSA TOKEN

TERMS AND CONDITIONS

By using the PSL or an RSA Token (each as hereinafter defined), the Account Holder and the holder of a Personal Security Licence ("PSL") or an RSA Token ("PSL Holder") each agree to the following terms and conditions which, together with the PSL Form (as hereinafter defined), are referred to herein as the "Agreement".

1.0   Grants and Access Rights

1.1   **Grant.** Teranet Inc. ("Teranet") has granted to the account holder (the "Account Holder") set out in the approved Teraview application form or other Teranet services application forms (the "Authorized Services Forms") the authority to appoint, by way of the approved Portas Personal Security License and RSA Token application form ("PSL Form"), one or more individuals, 18 years of age and older as PSL Holders with respect to the Account Holder's account (the "Account"). Upon Teranet's approval of the PSL Form for individual PSL Holders, Teranet will provide a unique PSL to each such individual and, where requested on an Authorized Services Form, a hard or soft authentication token (an "RSA Token"). Each PSL Holder so appointed is granted a non-exclusive, non-transferable, limited, personal right to use the PSL to access and use various products and services that require a PSL ("Authorized Services"), subject to the terms and conditions of this Agreement, any additional terms and conditions that may apply to each such Authorized Service and any additional terms and conditions associated with web sites where you may download or recover your PSL key, all as amended from time to time. Each PSL Holder provided with an RSA Token is granted a non-exclusive, non-transferable, limited, personal right to use the RSA Token to access and use those Authorized Services that require use of an RSA Token, subject to the terms and conditions of this Agreement, any additional terms and conditions that may apply to each such Authorized Service and any additional terms and conditions provided with a hard RSA Token or set out on web or application sites where you may download or recover a soft RSA Token, all as amended from time to time.

1.2   **General Responsibilities of the Account Holder.** In addition to the other obligations set out herein, the Account Holder shall be responsible for the following:

(a)   appointing PSL Holders, indicating which PSL Holders are entitled to RSA Tokens and verifying and authorizing individual PSL Forms;

(b)   designating and approving payment plan(s), the Deposit Account Administrator (if applicable) and bank accounts to be debited; and

(c)   determining the level of access to the Authorized Services to be granted to each PSL Holder.

1.3   **General Responsibilities of the PSL Holder.**   In addition to the other obligations set out herein, the PSL Holder shall be responsible for the following:

(a)   completing Section I. of the PSL Form and signing the PSL Form while in the presence of the Designated Representative, as defined in the PSL Form; and

(b)   appearing in person before the Designated Representative, as defined in the PSL Form, and providing two (2) pieces of current identification, including at least one piece of identification bearing a photograph of the applicant, in order for the Designated Representative to complete and verify Section 2. of the PSL Form.

1.4   **Use of Marks.** This licence does not include the right to use any business name, logo or other trademarks of Teranet or any of its affiliates, licensors or suppliers.

1.5   **Portas Pass.** The PSL Holder can connect its PSL to a new or updated Authorized Service or can recover a forgotten PSL by way of a self help feature called Portas pass, the use of which is subject to additional terms and conditions.

1.6   **Non-Transferable.** PSLs and RSA Tokens are not transferable by the PSL Holder. PSLs and RSA Tokens may be transferred by the Account Holder to an individual member of the Account Holder's group designated on an Authorized Group Services form, other than the original PSL Holder, provided the Account Holder and transferee complete and submit a new PSL Form which is approved by Teranet and the Account Holder pays the applicable administrative charge.

2.0   Limitation of Access

2.1   **Limitation.** A PSL is required to access all Authorized Services and an RSA Token is required to use certain features of Authorized Services. Only the authorized and approved PSL Holder may access the Authorized Services through the PSL Holder's PSL and may use certain features of the Authorized Services through the PSL Holder's RSA Token. The Account Holder and PSL Holder are solely responsible for all activity under a PSL Holders PSL and RSA Token.

2.2   **Additional PSL and RSA Token Registrations and Fees.** Access to multiple or certain Authorized Services or features therein or other products and services may require additional applications, registrations, forms, agreements, tokens and/or fees by the Account Holder and/or PSL Holder such that the PSL Holder may not be permitted access to some products and services at any one time.

2.3   **Security of PSLs and RSA Tokens:**

In addition to the provisions of Sections 1.6, 2.1 and 2.3 herein, individual PSLs and RSA Tokens shall be protected by PSL Holders in the following ways:

(a)   Neither a PSL nor an RSA Token shall be abused, misused, misapplied or mishandled. The PSL Holders shall safeguard its PSL and its RSA Token against accidental or unauthorized copying, modification or destruction. The PSL Holder shall keep its PSL and RSA Token secure.

(b)   The PSL Holder shall review and abide by the policies and practices set out in Teranet's *User Security Guide*, as may be updated by Teranet from time to time.

(c)   The PSL Holder shall notify Teranet immediately upon becoming aware that, or suspecting that, its PSL, RSA Token or Portas pass passwords or pass-phrases have been corrupted, damaged or lost, or that the security of the PSL or RSA Token has otherwise been compromised.

(d)   No PSL Holder shall use the PSL, RSA Token or Portas pass password or pass-phrase for any unauthorized, improper or illegal purpose or in connection with the commission of any criminal or otherwise illegal act.

(e)   The PSL Holder shall designate his or her own Portas pass password or pass-phrase, which shall not be disclosed to anyone other than the PSL Holder.

2.4   **Restrictions to Protect Third Party Interests.** Neither the Account Holder nor any PSL Holder shall: (a) sub-license to or otherwise share with any third party its access to any PSL or RSA Token; (b) use any PSL or RSA Token for any purpose other than accessing the Authorized Services; or (c) infringe any copyright, patent, trademark or trade secret of Teranet, its affiliates, licensors or suppliers.

2.5   **Ownership of PSL and RSA Token.** Title to all components of the PSL and an RSA Token shall at all times remain with Teranet and its affiliates, licensors and suppliers. The PSL, the RSA Token and associated systems and documentation are proprietary and are protected by copyright and other intellectual property laws.

2.6   **Restrictions on Use.** Neither the PSL nor the RSA Token may be tampered with through, without limitation, attempts to translate, reverse engineer, decompile, disassemble or modify a PSL or RSA Token, or to merge a PSL with any other system or software other than an Authorized Service. Unauthorized access to, use, reproduction and/or distribution of a PSL or RSA Token, or any part thereof, may result in serious civil and/or criminal penalties, and will be prosecuted to the maximum extent of the law.

3.0   Revocation, Cancellation and Updating PSLs and RSA Tokens

3.1   **Right to Cancel, Revoke, Suspend, Etc. PSLs and RSA Tokens.** Teranet shall have the right to decline to issue a PSL or RSA Token. Additionally, after granting a PSL or RSA Token to any PSL Holder, Teranet shall have the right to

cancel, revoke or suspend any PSL or RSA Token immediately without notice, in order to protect the security of the PSL, RSA Token, Portas pass and/or any Authorized Services or otherwise where necessary to protect Teranet's interests, as determined by Teranet in its sole discretion, acting reasonably. Teranet shall also have the right to suspend any PSL or RSA Token after a specified period of non-use. Teranet will provide notice of such action taken within a reasonable time. A suspended Account Holder or PSL Holder may not access Authorized Services through the use of a PSL or RSA Token belonging to another PSL Holder.

3.2	**Cancellation of PSLs.** The Account Holder or PSL Holder may cancel a PSL or RSA Token at any time by giving written notice to Teranet. Such notice shall be effective at the close of business on the business day following the business day on which such notice is actually received by Teranet or as the parties may otherwise agree. The Account Holder shall be responsible for all charges, fees and taxes incurred until the cancellation is effective.

3.3	**Provision of Updated Information.** Each Account Holder or PSL Holder shall provide updated information to Teranet whenever information provided to Teranet (including the Account Holder and/or PSL Holder's name, residential address, e-mail address or telephone number) becomes outdated.

4.0	**Charges**

4.1	**Cost Responsibility.** Upon Teranet's acceptance of an Authorized Services Form and a PSL Form, the Account Holder shall be responsible for all charges, fees and taxes incurred through use of all PSLs and RSA Tokens assigned to its Account. Charges and fees will be in accordance with the rates and pricing plans established by Teranet from time to time plus any applicable taxes. Teranet may increase fees or charges by giving at least 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, PSLs and RSA Tokens.

4.2	**Payments.** The Account Holder shall deliver payment(s) for PSLs and RSA Tokens to Teranet (or as Teranet otherwise directs) in the amount(s) specified in the applicable PSL Form and/or any notice adjusting such amount(s) (including any set-up or reinstatement fees) and in accordance with the payment schedule set out in the PSL Form which schedule may be revised from time to time.

4.3	**Payment Methods.** The Account Holder shall be responsible for authorizing a payment method for all authorized PSLs and RSA Tokens.

4.4	**Cheque Payment.** If available and if an Account Holder elects to use the cheque payment plan, the Account Holder shall deliver a cheque or cheques payable to Teranet in the amount or amounts required from time to time and in the amounts, if any, of any NSF or other charges incurred by Teranet.

4.5 **Pre-Authorized Debits.** If available and if the Account Holder elects to use a pre-authorized debits ("PAD") payment plan, the Account Holder can authorize Teranet to issue PADs on the specified bank accounts, in accordance with the following:

(a) Pursuant to the PAD Payment Plan, if available, an Account Holder may elect to use pre-authorized debits to satisfy its obligations including charges, fees and taxes, and the amount, if any, of any NSF or other charges incurred by Teranet as a result of Teranet's access to the Account Holder's bank account(s) under the PAD Payment Plan. Where using the PAD Payment Plan, the Account Holder shall execute and return to Teranet the Payment Plan Agreement ("PPA") included in the applicable form. The PPA authorizes Teranet to issue PADs on a specified bank account, the Deposit Bank Account ("DBA").

(b) If the DBA 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 such authority upon request.

(c) Frequency of PADs may be changed by Teranet upon notice.

(d) Either party may revoke any PPA in accordance with its terms, without revoking this Agreement in its entirety.

(e) If a PAD debit does not comply with the terms of this Agreement and the PPA, in addition to any rights of recourse set out in this Agreement or the PPA, the Account Holder may have certain other rights of recourse. For more information on recourse rights, please contact your financial institution or visit www.cdnpay.ca.

4.7 Interest. Outstanding charges, fees and taxes will be subject to a one (1%) percent per month interest charge after thirty (30) days, calculated on a monthly basis, (being an effective annual rate of twelve point seven percent (12.7%)).

4.8 Concerns about PSL or RSA Token Charges. The Account Holder must notify Teranet of any incorrect PSL or RSA Token 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.

4.9 Pricing and Upgrade Fees. New releases or versions of the PSLs, RSA Token or upgrades to the PSLs or RSA Tokens may be provided upon payment of additional charges as set from time to time by Teranet.

4.10 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 the PSL and RSA Tokens. 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 receipt of such statements**.**

4.11   Security Deposit. Without limiting its access to any other remedy, Teranet, in its sole discretion, may at any time, as a condition to the PSL Holder's use of the PSL or an RSA Token, require that the Account Holder post security in an amount and form required by Teranet. This security may be held by Teranet as security for all of the PSL Holder's obligations under this Agreement, including without limitation, debts incurred with respect to the use of the PSL and an RSA Token and any breach of this Agreement. 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.

5.0   <u>Indemnification</u>

5.1   **Indemnity.**   The Account Holder and PSL Holder shall indemnify and hold Teranet, its affiliates, suppliers, agents, employees, consultants, advisors 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 a PSL or RSA Token by the Account Holder or the PSL Holder or due to any breach of this Agreement by the Account Holder or PSL Holder.

5.2   **Indemnity – Intellectual Property.** Subject to Section 5.3 and the limitations of liability contained in Section 7, Teranet shall indemnify and hold harmless, and shall defend, the Account Holder and/or PSL Holders form and against any damages, losses and expenses which the Account Holder or PSL Holders may incur, suffer or become liable for as a result of, or in connection with, any claim asserted against the Account Holder or PSL Holder to the extent such claim is based upon a contention that the PSL, in the form supplied to the Account Holder and PSL Holder and used within the scope of this Agreement, infringes any Canadian patent, copyright, trade secret or trademark: (a) provided Teranet is given prompt written notice of such claim; (b) Teranet is permitted to control and direct the investigation, defense and settlement of each such claim; and (c) where requested by Teranet, all reasonable assistance is provided by the Account Holder and/or PSL Holder to Teranet in defending or settling such claim. Notwithstanding the foregoing, Teranet shall be entitled, but not obliged, to participate in, or assume the defense of, any action or claim contemplated by this Section. At Teranet's option, in the likelihood or, or upon an actual infringement action or injunction hereunder, Teranet may: (a) procure for the Account Holder

and/or PSL Holder the right to continue using the PSL; (b) replace the PSL with injunction non-infringing version; (c) modify the PSL to avoid infringement; or (d) require the PSL cease to be used and refund the price of the affected PSL pro-rated over four (4) years.

5.3   Exclusions. Section 5.2 shall not apply to a claim to the extent that the claim arises from: (i) modification of a PSL by the Account Holder or PSL Holder; (ii) use of a PSL in a manner inconsistent with its applicable documentation; (iii) use of a PSL in combination with any other product or service not provided by Teranet; or (iv) use of PSL in a manner not otherwise contemplated by this Agreement.The provisions of this Section 5 state the sole and exclusive liability of Teranet and its suppliers, and the sole and exclusive remedy of the Account Holder and/or PSL Holder, with respect to any claim described in Section 5.2.

6.0   **Disclaimer of Warranties**

6.1   **No Warranty.**   All PSLs and RSA Tokens are provided on an "as is" basis, without any 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 or that a PSL or RSA Token will operate without interruption.

6.2   **Allocation of Risk.**   The entire risk as to the results and performance of a PSL or a RSA Token is assumed by the Account Holder and PSL Holder.

7.0   **Liability**

7.1   **Limitation of Liability:**

(a)   In no event shall Teranet, its affiliates, suppliers, agents, employees, consultants, advisors or representatives (collectively, the "Teranet Parties") be liable to the Account Holder, the PSL Holder or any third party: (i) as a result of this Agreement, a PSL, an RSA Token or any Authorized Service (except as otherwise set out in an Authorized Services agreement) or any other product or service provided under this Agreement (including but not limited to self help services such as Portas pass) ("Other Services"), or the adequacy, performance or non-performance of the PSL, RSA Token, the Authorized Services (except as otherwise set out in an Authorized Services agreement), Other Services, or any of them, whether or not arising from negligence, breach of a fundamental term or condition, or a fundamental breach; (ii) 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 advised of the possibility of such damages; (iii) for claims by a third party (subject to Section 5.2 hereof); or (vi) for Authorized Services or any other

products and services provided through a third party, including but not limited to Other Services.

(b)   Without restricting the limitations on liability in this Agreement, the maximum aggregate liability of Teranet and the Teranet Parties to the Account Holder and all PSL Holders for any claim whatsoever relating to this Agreement, a PSL, an RSA Token and any Other Services shall not exceed the lesser of one thousand dollars ($1,000) or the charges actually paid to Teranet by the Account Holder in respect of this PSL during the twelve (12) months immediately preceding the date of the claim, excluding third party charges for the use of Authorized Services or other products or 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 and even if Teranet, the Teranet Parties or any of them have been advised of the possibility of such damages.

7.2   **Remedies.** The remedies provided for in this Agreement are exclusive. Teranet is not liable for any liability under this Agreement for which an Account Holder or PSL Holder recovers, or is compensated for under general law or any other agreement.

8.0   Term and Termination

8.1   **Term.** Except as otherwise provided herein, this Agreement shall commence upon the acceptance by Teranet of a PSL Form and acceptance by the PSL Holder of the terms and conditions contained herein and shall continue until terminated in accordance with the terms hereof.

8.2   **Termination.** This Agreement will terminate automatically, without further notice, where the ancillary Authorized Services agreement terminates. This Agreement may be terminated (or suspend in the case of Teranet only) as follows:

(a)   By Teranet immediately on written notice: (i) for failure of the Account Holder or PSL Holder to comply with any of the terms and conditions of the Agreement or an Authorized Services agreement, including failure to pay any outstanding amounts; or (ii) 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.

(b)   By either party in accordance with Section 3 hereof;

(c)   By Teranet immediately upon written notice, in the event that the Account Holder or PSL Holder becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, where a receiver is appointed

under any instrument or over any assets, or an order is made or resolution passed for the winding up of the Account Holder or PSL Holder;

(d)   By Teranet immediately upon written notice if the provider of an Authorized Service no longer accepts a PSL;

(e)   By Teranet where an individual Account Holder or PSL Holder dies or becomes incompetent;

(f)   By Teranet where the Account Holder or PSL Holder ceases to meet any additional requirements set out by law or as set out in the Registration Agreement entered into with the Director of Land Registration, if the Director of Land Registration has authorized the Account Holder to submit documents for registration, or the Law Society of Upper Canada (where applicable), the Association of Ontario Land Surveyors (where applicable) or other government ministries, agencies or departments or regulatory bodies;

(g)   By Teranet where it believes, acting reasonably, that the Account Holder or PSL Holder's PSL or RSA Token has been compromised; and

(h)   By Teranet by giving at least thirty (30) days prior written notice to the Account Holder and PSL Holder of its intention to terminate this Agreement.

8.3   **Suspension.** 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 Authorized Services through the use of another PSL or RSA Token.

8.4   **Effect of Termination.**   Termination of this Agreement for any reason whatsoever will result in automatic termination, without further notice, of each PSL and RSA Token. Any provision of this Agreement intended to survive the termination of this Agreement, including Sections 2.5, 2.6, 4.1 through 4.8 inclusive, 5, 6, 7, 8.4, 9 and 10 hereof, shall survive the termination of this Agreement. The PSL Holder shall be responsible for all charges, fees and taxes incurred until the effective date of termination of this Agreement. There will be no refunds of amounts prepaid under this Agreement in the event of termination, provided that any security deposit held by Teranet pursuant to Section 4.11 hereof will be refunded subject to Teranet's right to set-off against such security deposit any amounts payable by the Account Holder or PSL Holder to Teranet.

9.0   Privacy Policy and Security Policy

9.1   **Privacy Policy.** The Account Holder acknowledges and agrees that with a PSL and/or an RSA Token, Teranet may collect and send statistical and other information about the Account Holder and PSL Holder and use of the PSL, RSA

Token, Authorized Services and Other Services ("Event Information") as well as certain personal information. Use of a PSL or RSA Token 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. Each of the Account Holder and PSL Holder acknowledge and agree, in addition to any other uses set out in the Privacy Policy, that Teranet may use Event Information and personal information for the following purposes: to provide access to Authorized Services, Other Services, PSLs and RSA Tokens; for ensuring proper functioning, operation and support of Authorized Services, Other Services, PSLs and RSA Tokens; billing; accounting; audit and archiving purposes; administrative purposes; to measure and understand the behaviour and preferences of its customers' to influence feature and functionality development; to troubleshoot technical problems; to enforce this agreement; to meet contractual reporting and audit obligations to government, regulators and suppliers whose products form part of or are otherwise related to Authorized Services, Other Products, PSLs or RSA Tokens; in an aggregated form for research and statistical and market analysis purposes; for disclosure to and use by its affiliated entities, suppliers, partners and subcontractors that carry out certain functions for or provide certain services to Teranet; and for disclosure to any law enforcement authority, regulator or self-regulating association, including without limitation a law society or land surveyor regulator, having jurisdiction in connection with any investigation by any of them relating to the Account Holder's or PSL Holder's use of Authorized Services, Other Services, PSLs or RSA Tokens. The Account Holder and PSL Holder each agree not to interfere or attempt to interfere with the collection and transmission of Event information or personal information. In order to operate effectively, Teranet's collection, storage and use of information may involve transfers of personal information and Event Information from Canada to another country and the Account Holder and PSL Holder each consent to such transfer. Without limiting the generality of the Privacy Policy, by using a PSL or RSA Token, the Account Holder and PSL Holder each expressly consent to the disclosure by Teranet of any of any personal information that may be included within or with respect to the Account Holder's or PSL Holder's access to or use of its PSL or RSA Token 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 the Account Holder's or PSL Holder's use of Authorized Services, PSL or RSA Token._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.

9.2   **Security Policy.** Use of Authorized Services, Other Services, a PSL or an RSA Token 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 Authorized Services, Other Services, a PSL or RSA Token.

10.0 General

10.1 **Audit.** Teranet, or its authorized representatives, acting reasonably, may upon written request to the Account Holder, during normal business hours, inspect the materials and records of the Account Holder or PSL Holder relating to all PSLs and RSA Tokens. Teranet shall keep confidential, and not disclose, information concerning the business and affairs of the Account Holder or PSL Holder.

10.2 **Notice.** Any notice under this Agreement may be delivered by hand, by mail, by courier, by facsimile or by electronic mail or by announcement displayed on the 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 or electronic mail or by announcement displayed on the Teranet web site.

10.3 **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 may not be assigned by the Account Holder or the PSL Holder, provided that the PSL granted pursuant to this Agreement may be transferred by the Account Holder to another individual authorized by the Account Holder in accordance with Section 1.6 hereof. Any attempt by the PSL Holder to assign any rights, duties or obligations which arise under this Agreement shall be void in the absence of Teranet's approval as set out in Section 1.6.

10.4 **Governing Law.** The Account Holder and PSL Holder agree and acknowledge that all use of a PSL and an RSA Token by the PSL Holder 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, except in respect of injunctive relief, which a party is free to seek and receive in any jurisdiction it deems appropriate.

10.5 **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.

10.6 **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 including without limitation, by electronic notice or by posting any amendments on teraview.ca. The PSL Holder's continued use of a PSL or RSA Token following notice to the Account Holder of a change in terms and conditions of this Agreement will constitute the Account Holder's and PSL Holder's acceptance of such change. Account Holders and PSL Holders are advised to periodically check this Site so as to be aware of such amendments.

10.7 **Entire Agreement.** This Agreement together with the PSL Form, Authorized Services Forms and any other ancillary agreements referenced in this Agreement constitutes the entire agreement between the parties with respect to the use of this PSL and RSA Token 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.

10.8 **Headings.** The headings in this Agreement are only for convenience of reference and shall not affect the construction or interpretation of this Agreement.

10.9 **Language.** In the event of any conflict or inconsistency between the English version and the French version of this Agreement, the English version of this Agreement will govern.

10.10 **Trademarks.** Teranet, the Teranet arcs design and Portas are trademarks of Teranet and its affiliates. All other trademarks are the property of their respective owners. All rights reserved.