

ACADEMIC LICENCE AGREEMENT

TO ALL USERS: Your access to and use of the online legal research services

- i. WestlawNext Canada ("WLNC"), and
- ii. The West Education Network ("TWEN")

of Thomson Reuters Canada, are subject to the terms and conditions of this licence agreement ("Agreement"). To complete the registration and gain access to WLNC or TWEN (any reference to WLNC hereafter shall be deemed to include WLNC and TWEN), read the Agreement. If you agree with the terms of the Agreement, click on "I Agree" below and click on "Submit Registration" to complete the registration process. If you do not agree with the terms of the Agreement do not click on "I Agree" and you will not be provided access to WLNC. By clicking on the "I Agree" button and using WLNC, you agree to be bound by the terms and conditions of the Agreement.

"User" under this agreement includes: i) any person who has completed the registration process hereunder and ii) any person who/which has entered into a Subscriber agreement with the former Carswell, a Division of Thomson Reuters Canada or its successor business entity, Thomson Reuters Canada, and iii) any person who/which accesses and/or uses the Features and/or Data.



1. Representations.

User represents that he or she is currently enrolled as a student or a graduating student or is currently enrolled in a law school-authorized class at an authorized Canadian law school ("Student"), or is a full-time or part-time/adjunct faculty, administration or staff or law school career services director or staff ("Personnel") at the law school identified by User on the Password Registration (the "Law School"). If User is a Student, he or she also represents that the expected Law School graduation date indicated on the Password Registration is accurate. User agrees to notify Thomson Reuters Canada immediately (i) if User registered as a Student and (a) User is no longer enrolled as a Student at the Law School, or (b) User's expected graduation date changes, or (ii) if User registered as Personnel and the Law School no longer employs User.

2. WLNC License.

2.1 Grant. Thomson Reuters Canada grants User a non-exclusive, non-transferable, limited license to access WLNC, which consists of various Thomson Reuters Canada-owned and third party content, services and functions (collectively "Features") that may change from time to time. User is licensed to access and use data made available through WLNC ("Data," which includes "Downloaded Data" as defined in section 2.2 below), through equipment provided by User or the Law School by means of the WLNC Student or Personnel password ("Password") solely for the following purposes at the Law School (collectively, "Educational Purposes"):

- i. if User is registered as a Student, for purposes directly related to User's coursework at the Law School (including pro bono and public service program, unpaid public internships that are part of User's graduation requirements or for which the User receives law school course credit) or for bar preparation purposes; or
- ii. if User is registered as Personnel, for scholarly research or for Student placement purposes.

Any other use, including any use in connection with User's employment outside of the Law School and any Student internship where the User receives remuneration of any kind, is prohibited. Access to certain Features and databases may be restricted by Thomson Reuters Canada.

WLNC License

2.2 The User acknowledges that all intellectual property, including all copyright, trademarks, patents or rights to trade secrets in the Features and Data belongs to Thomson Reuters Canada or its suppliers or licensors, as the case may be, and that User's rights do not extend beyond the limited licence expressly granted herein. Subject to Section 3, the User is permitted, only for Educational Purposes, to:

- a. use the Features and browse and search the Data;
- b. download and temporarily store insubstantial portions of the Data ("Downloaded Data") to a storage device within the User's exclusive control, solely:
 - i. to display internally such Downloaded Data; and
 - ii. to quote and excerpt from such Downloaded Data (the parts of which are commentary, references and caselaw being appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, facta, client communications and similar work product created by the User in the regular course of its research and work;
- c. print and make photocopies of insubstantial portions of the Data which result from browsing or searching for User's own use and to quote and excerpt from such Downloaded Data (the parts of which are commentary references and caselaw being appropriately cited and credited) in print memoranda, facta, client communications and similar work product created by the User in the regular course of its research and work;

2.3 Certain Data and Features are or may in future be governed by Terms and Conditions that are different from those set forth in this Agreement ("Additional Terms"). The User will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms from Thomson Reuters Canada, which shall be deemed to have been given by Thomson Reuters Canada upon posting online on WLNC website, or may be given by Thomson Reuters Canada as set out in Section 11. Additional Terms may be created or modified by Thomson Reuters Canada, upon Thomson Reuters Canada

giving the User notice of such new or modified Additional Terms. By using such aforesaid Data and Features governed by Additional Terms, the User agrees to and will be obligated to comply with all such Additional Terms as part of the Terms and Conditions in this Agreement.

3. Activities Excluded from Licence

The User shall not, without the written permission of Thomson Reuters Canada:

- a. copy all or part of the Features and/or Data, save and except insubstantial portions, onto a memory storage facility of any computer, and keep on such storage facility, provided that insubstantial portions may be downloaded and temporarily stored in a computer only for so long as the initial project of the User requiring it is continuing. Such temporary storage facility must consist preponderantly of User's work product;
- b. use all or any part of the Features and/or Data in a Document Delivery Service, commercial time sharing, rental network, computer service, research service, service bureau business or interactive cable television arrangement; a "Document Delivery Service" herein means the service, whether or not established or conducted for profit, of making a copy of a work and supplying the copy to any individual or entity;
- c. publish, sell, lease, rent, licence, sublicense, transfer, market, distribute, redistribute or otherwise part with all or part of the Features and/or Data in any manner or in any form;
- d. copy, modify, alter, disassemble, de-compile, translate or convert into human readable form, or reverse engineer, all or any part of the Features and/or Data;
- e. use all or part of the Features and/or Data to develop any derivative works other than documents for Educational Purposes at the Law School;
- f. share forms downloaded by Users in the Subscriber and/or Law School with any affiliates of Subscriber and/or Law School of any other party.

4. Term and Termination.

4.1 (a) This Agreement will be effective upon User's first access to WLNC by means of the Password. This Agreement will terminate (i) for Students enrolled as graduating students at the Law School, on

User's graduation ceremony date (ii) for Students who are not graduating students at the Law School but who are enrolled in an authorized class, at the time User completes or otherwise terminates such enrollment; (iii) for Personnel, when User's employment with the Law School terminates.

- b. User may terminate this Agreement at any time by giving Thomson Reuters Canada notice by Canadian mail to Thomson Reuters Canada Academic Online Program 2075 Kennedy Road Toronto, Ontario M1T 3V4 and ceasing all use of WLNC, the Password, and/or westlawnextcanada.com/faculty or students.

4.2 Thomson Reuters Canada may immediately terminate this Agreement by revoking all passwords if the User breaches or permits any breach of any provision of this Agreement. The User may terminate this Agreement immediately upon giving written notice to Thomson Reuters Canada within 30 days of being deemed to have received notice from Carswell of Additional Terms under Section 2.2.

4.3 Upon termination of this Agreement:

- a. the provisions of Sections 5 and 6 will continue to apply between Thomson Reuters Canada and the User following the termination;
- b. all User's rights hereunder shall immediately cease; and
- c. the User shall erase any Downloaded Data and/or Features, or portions thereof, improperly copied onto any computer controlled by the User.

5. LIMITED WARRANTIES AND LIMITATION OF LIABILITY

5.1 THOMSON REUTERS CANADA DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FEATURES AND DATA. THOMSON REUTERS CANADA PROVIDES THE FEATURES, FORMS AND DATA "AS IS", AND DOES NOT WARRANT THAT THE FUNCTIONS OR THAT THE OPERATION OR CONTENT WILL BE:

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- D. ACCURATE, OR
- E. COMPLETE, OR
- F. CURRENT, OR
- G. FREE FROM ANY SOFTWARE VIRUS OR OTHER HARMFUL COMPONENT.

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NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THOMSON REUTERS CANADA'S NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING THE DATA.

5.3 THOMSON REUTERS CANADA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF THE USER OR OF ANY THIRD PARTY CLAIMED AGAINST THE USER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS, HOWEVER DERIVED.

5.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY STATUTE OR RULE OF LAW TO THE CONTRARY, SUBJECT TO SECTION 5.3, THOMSON REUTERS CANADA'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ANY SCHEDULES ATTACHED HERETO, WHETHER DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, FROM OR IN CONNECTION WITH THE LICENCE, USE OR IMPROPER FUNCTIONING OF THE FEATURES AND/OR DATA SHALL NOT EXCEED ALL FEES PAID TO THOMSON REUTERS CANADA BY THE USER FOR ACCESS TO WESTLAWNEXT CANADA PURSUANT TO THIS AGREEMENT. THE EXPRESSION "THOMSON REUTERS CANADA" IN THIS SECTION SHALL BE DEEMED TO INCLUDE ANY LICENSORS OR THIRD-PARTY SUPPLIERS TO THOMSON REUTERS CANADA OF DATA, AND ALL GATEWAY PROVIDERS OF DATA THROUGH THOMSON REUTERS CANADA TO THE USER.

5.5 IN NO EVENT SHALL THOMSON REUTERS CANADA, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO USER FOR ANY CLAIM(S) RELATING IN ANY WAY TO USER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL, TAX OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY CARWELL, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY USER IN RELIANCE UPON DATA OR FEATURES.

5.6 USER ACKNOWLEDGES THAT PROVISION OF DATA AND FEATURES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

5.7 THE FEATURES AND DATA WERE NOT NECESSARILY PREPARED BY A PERSON LICENSED TO PRACTICE LAW IN A PARTICULAR JURISDICTION. THOMSON REUTERS CANADA IS NOT

ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL ADVICE, AND WESTLAWNEXT CANADA IS NOT A SUBSTITUTE FOR THE ADVICE OF LEGAL COUNSEL. IF USER REQUIRES LEGAL OR OTHER EXPERT ADVICE, USER SHOULD SEEK THE SERVICES OF COMPETENT LEGAL COUNSEL OR OTHER PROFESSIONAL.

5.8 THOMSON REUTERS CANADA DOES NOT RATIFY, ENDORSE, WARRANT, CONFIRM OR REPRESENT THE EXPERTISE OR COMPETENCE OF ANY OF THE INDIVIDUALS OR ORGANIZATIONS LISTED IN ANY DIRECTORIES.

6. Password

6.1 If the User's password is lost or stolen, the User will immediately notify Thomson Reuters Canada by telephone and confirm such notice in writing. Upon receipt of notice, Thomson Reuters Canada shall make every effort to cancel the password as soon as is possible under the circumstances. The User shall be responsible for all charges incurred prior to its cancellation by Thomson Reuters Canada. Thomson Reuters Canada reserves the right to change passwords at any time, subject to notice being given to the User.

6.2 Passwords are issued to the User and cannot be shared with any affiliates of User or any other party.

7. Release of Information

7.1 For Users through Academic Institutions

The User hereby authorizes the release to Thomson Reuters Canada of information pertinent to this licence including User name, address, email address, status as student, faculty member or librarian, course of study and expected year of graduation. This authorization includes any permission required under any applicable information or privacy legislation anywhere in Canada. Thomson Reuters Canada undertakes to use the information collected under this clause only for purposes directly related to this licence.

This authorization includes any permission required under any applicable information or privacy legislation anywhere in Canada. Thomson Reuters Canada undertakes to use the information collected under this clause only for purposes directly related to this licence.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9. Effect of Agreement

This Agreement (which includes all current and future Schedules and Additional Terms) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. With effect after the expiry of the notice to

the User, Thomson Reuters Canada may amend the Terms and Conditions of this Agreement by giving at least 30 days' prior notice of the Additional Terms to the User in writing or online, subject to the User's termination rights under Section 4. Any other amendment must be in writing and signed by both Thomson Reuters Canada and the User. Should any portion of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

10. Force Majeure

Thomson Reuters Canada's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government or governmental authority, war or other hostility, terrorism, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labour dispute, inability to obtain necessary supplies, inability of any computer system or software to properly calculate dates.

11. Notices

Except as otherwise provided herein, all notices must be in writing (including email):

- to Thomson Reuters Canada at One Corporate Plaza (Attn: Customer Relations), 2075 Kennedy Road, Toronto, Ontario, MIT 3V4 or www.carswell.com/email
- to the User at the most recent address in Carswell's records, or online.

Notice shall be deemed delivered three business days after posting in the Canadian postal system, or one business day after posting online by Thomson Reuters Canada or Thomson Reuters Canada's licensor, or sending by either party by email or by courier.

12. Arbitration

12.1 Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to:

- a. this Agreement;
- b. the Features or Data;
- c. oral or written statements, advertisements or promotions relating to this Agreement or to the Features or Data; or
- d. the relationships which result from this Agreement (including relationships with third parties who are not signatories to this Agreement) (collectively the "**Claim**");

will be referred to and determined by arbitration (to the exclusion of the courts).

User agrees to waive any right User may have to commence or participate in any class action against Thomson Reuters Canada related to any Claim and, where applicable, User also agrees to opt out of any class proceedings against Thomson Reuters Canada.

12.2 If User has a Claim, User should give written notice to arbitrate to Thomson Reuters Canada at the address specified in Section 11. If Thomson Reuters Canada has a claim, Thomson Reuters Canada will give User notice to arbitrate at User's address as required by Section 11. Arbitration of Claims will be conducted in such forum and pursuant to such rules as User and Thomson Reuters Canada agree upon, and failing agreement will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the Province of Ontario that are in effect on the date of the notice to arbitrate.

13. Assignability

- a. The User may not assign, sub-license, or otherwise transfer or encumber this Agreement, or any of User's rights or obligations under this Agreement, to any person except with the prior written consent of Thomson Reuters Canada.
- b. Thomson Reuters Canada may assign or transfer this Agreement and/or any rights or obligations hereunder to any affiliate of Thomson Reuters Canada's, and Thomson Reuters Canada or such affiliate-assignee may assign or transfer this Agreement and/or any rights or obligations hereunder to any third-party successor to all or substantially all of the business or assets of Thomson Reuters Canada, in each case without the prior consent of User.

14. Language

At the request of the parties, the official language of this Agreement and all communications and documents relating hereto is the English language, and the English-language version shall govern all interpretation of the Agreement. À la demande des parties, la langue officielle de la présente convention ainsi que toutes communications et tous documents s'y rapportant est la langue anglaise, et la version anglaise est celle qui régit toute interprétation de la présente convention.

15. Terms and Conditions Governing TWEN and Law School Exchange Document Viewer Access

15. License.

15.1 TWEN License

Thomson Reuters Canada, grants User the right to access and use, at no charge, TWEN data made available on TWEN ("TWEN Data"), exclusive of content accessible through Law School Exchange Document Viewer for which the User has paid an additional fee ("LSE Content"), and data and information provided by TWEN users ("TWEN User Data") by means of the Password. TWEN is made available to User under this

Agreement and may also be made available under an agreement between the Law School and Thomson Reuters Canada ("Law School Agreement"). User may use TWEN solely for Educational Purposes. Any other use, including any use in connection with User's employment outside of the Law School, is strictly prohibited.

15.2 Law School Exchange Document Viewer License

User may access LSE Content through links on TWEN including some content only after payment of the applicable fee. Access to individual LSE Content is limited to 12 months from the date of payment or, for those materials not requiring fee, until links to the content within TWEN has been removed while the User has relevant TWEN access. West grants User the right to access and use LSE Content consistent with this Agreement, with the additional right to highlight text and add notes. User may use LSE Content solely for Educational Purposes. Use of LSE Content may be subject to additional terms defined by the underlying rights holder and noted on the content.

16. User Content.

16.1 Right to Use.

USER RETAINS ALL RIGHTS (INCLUDING COPYRIGHTS) IN THE TWEN USER DATA AND INFORMATION PROVIDED BY USER. Thomson Reuters Canada, may use TWEN User Data for testing, file maintenance and similar purposes in connection with TWEN and related Thomson Reuters Canada, products and services. Other TWEN users can use TWEN User Data only as provided in this Agreement, unless User includes a notice granting greater rights to use User's TWEN User Data.

16.2 Upload and Posting Restrictions.

User agrees not to upload or post (i) any data, information, messages or other materials that User does not have the right to distribute or the provision of which violates the proprietary rights of others; (ii) any data, information, messages or other material that is defamatory, violates another person's or entity's privacy, publicity or other rights, or is obscene, harassing, threatening or offensive; or (iii) any data file that contains viruses or other harmful, disruptive or destructive components. Thomson Reuters Canada, reserves the right to trace anonymous postings that violate this section. Thomson Reuters Canada, may release to the Law School the name of a User whose anonymous posting violates this section.

16.3 TWEN User's Notice:

Law School professors may monitor usage of TWEN for their courses. For example, professors may access information such as the number of times TWEN is accessed, the content accessed, and postings made to discussion forums from User's account. By using TWEN, User consents to this observation. If User has any questions about

how a professor uses the statistical tools in TWEN, User should talk to that professor.

17. Use of TWEN.

17.1 Use of TWEN Data, TWEN User Data, and Law School Exchange Content.

User may print out and download insubstantial amounts of TWEN Data, TWEN User Data and LSE Content only for User's own use, such review of certain TWEN Data, TWEN User Data or LSE Content in hard copy form or incorporation of portions of TWEN Data and TWEN User Data in User's work product, appropriately cited and credited. Use of LSE Content is subject to additional terms identified by the underlying rights holder.

17.2 Online Notices.

Certain TWEN Data, TWEN User Data, LSE Content and WLNC Data is subject to different license terms, as identify by online notices. To the extent additional permission is required for use of such data or content, User must send a written request (indicating the content or data in issue and the purposes for which you would like to use such content or data) to Thomson Reuters Canada Copyright

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carswell.copyright@thomsonreuters.com.

18. No Endorsement.

Thomson Reuters Canada, does not endorse and is not responsible for (i) TWEN User Data posted by TWEN users; (ii) any third-party products and services made available through TWEN; or (iii) data, information, files and other materials included at any third-party Internet sites to which a link or URL is provided on or through TWEN. Statements and opinions expressed by forum facilitators or other Thomson Reuters Canada employees (except authorized Thomson Reuters Canada , spokespersons) do not necessarily reflect the views of, nor are they endorsed by Thomson Reuters Canada. In addition, such statements and opinions will not constitute or be considered legal advice. User is solely responsible for determining and verifying the accuracy, completeness, reliability and value of Data, information, products and services obtained through TWEN.

19. General Provisions.

If any provision(s) of this Agreement is

determined by a court to be void, invalid, unenforceable or illegal, the enforceability of the other provisions of the Agreement will not be affected. Failure to enforce any provision of this Agreement will not waive a party's right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof.