

GLOBE HYSALES/BLUEPRINT INDIVIDUAL-USE LICENSE AGREEMENT

TERMS AND CONDITIONS

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2. **TERM, PAYMENT, AND DELIVERY.** This License Agreement will be effective immediately, have an initial term of one (1) year from the date of the first delivery of the Program and will be renewed for successive one year terms unless terminated by either party giving the other written notice at least forty-five (45) days prior to the next effective renewal date. Termination will automatically occur upon failure to comply with any term or condition herein. Customer agrees upon such termination to return all copies of Globe HySales/Blueprint to Bell Globemedia. The initial installation diskettes will be delivered to new customers after the first annual license fee has been received by Bell Globemedia either by credit card or by cheque, and the Agreement is signed. Existing customers who upgrade to Globe HySales/Blueprint will receive initial installation diskettes after this Agreement is signed. Bell Globemedia reserves the right to change the price at any time. Refunds will not be made, except as provided for under section "Limitations of Remedies".
3. **LIMITED WARRANTY.** Except as specifically set forth below, Bell Globemedia makes no warranties, expressed or implied, including specifically any warranty of merchantability or fitness for a particular purpose as to Globe HySales/Blueprint. Bell Globemedia does not warrant that the functions contained in Globe HySales/Blueprint will meet Customer requirements or that the operation of Globe HySales/Blueprint will be uninterrupted or error free. However, Bell Globemedia warrants the media on which Globe HySales/Blueprint is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery. The Data have been obtained from public sources believed to be reliable but are not necessarily complete, nor does Bell Globemedia guarantee the accuracy thereof, or the Data's freedom from libellous content.
4. **LIMITATIONS OF REMEDIES.** Bell Globemedia entire liability and Customer's exclusive remedy shall be the replacement of any media not meeting Bell Globemedia "Limited Warranty" and which is returned to Bell Globemedia. If Bell Globemedia is unable to deliver replacement media which is free of defects in materials or workmanship, Customer may terminate this License Agreement by returning Globe HySales/Blueprint and the pro-rata remainder of Customer's licensing fee will be refunded. In no event will CDA or Bell Globemedia be liable to Customer or to any other party for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the use of Globe HySales/Blueprint or the Data, even if CDA or Bell Globemedia or an authorized representative of CDA or Bell Globemedia has been advised of the possibility of such damages.
5. **REGULATORY COMPLIANCE.** It is the sole obligation of the Customer to comply with any governmental or regulatory guidelines regarding the use of Globe HySales/Blueprint. Bell Globemedia shall have no liability for failure of Customer to comply with these guidelines, and Customer agrees to indemnify and to hold Bell Globemedia harmless from any claim, loss, cost, or expense (including reasonable legal fees) which may arise from Customer's failure to comply.
6. **INDEMNIFICATION.**
 - 6.1 Customer acknowledges and agrees that all proprietary rights in Globe HySales/Blueprint and the Data are and shall remain the property of CDA and Bell Globemedia. Bell Globemedia shall indemnify Customer and hold it harmless against all claims and damages, including without limitation, reasonable legal fees, which Customer incurs as a result of any claim against Customer that Globe HySales/Blueprint infringes any copyright or proprietary right of any third party, provided that: (1) Customer notifies Bell Globemedia promptly in writing of the assertion of such claim, (2) Bell Globemedia has sole control over the defense or settlement of such claim, and (3) Customer's use of Globe HySales/Blueprint has been in accordance with the restrictions imposed under the Agreement, provided that the proper use is the basis of the claim. In the event of a claim for infringement, Bell Globemedia reserves the right to terminate the Agreement with respect to the allegedly infringing portion of Globe HySales/Blueprint, and either to substitute another functionally equivalent product or to refund a prorata share of any prepaid fees.
 - 6.2 Customer agrees to indemnify CDA and Bell Globemedia and hold them harmless from all claims and damages, including without limitation, reasonable legal fees, arising out of the use of Globe HySales/Blueprint and/or the Data, unless such claims or damages result from the negligence or wilful misconduct of CDA and Bell Globemedia in providing Globe HySales/Blueprint or the Data, or unless Customer's authorized use of Globe HySales/Blueprint or the Data has given rise to claims or damages based on the infringement of any copyright or other proprietary right of any third party.
7. **UPDATE POLICY.** Bell Globemedia may, in its sole discretion, advise Customer of, and offer to license Customer's use of Product Updates and New Releases of the Program at the current prices for such Product Updates and New Releases. All Product Updates and New Releases which are provided to Customer shall be governed by the same terms of this Agreement.
8. **MISCELLANEOUS.** This Agreement shall be governed by the laws of the Province of Ontario.
9. **ACKNOWLEDGEMENT.** Customer acknowledges that Customer has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Customer also agrees that this Agreement is the complete and exclusive statement of Agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement may only be modified in writing, signed by both parties.
10. **PAYMENT.** Customer may pay by personal cheque, company cheque, or credit card. If Customer wishes to pay with Customer's credit card, the account number and expiration date are set out on the reverse of this agreement. If the credit-card information is not provided on the reverse, then Customer will mail payment with this form to Bell Globemedia.
11. **NOTICE.** Any notice hereunder may be given by either party to the other either by personal service or by delivery by registered mail or fax. Notice to Bell Globemedia shall be delivered to the address on the reverse of this page. Notice to the customer shall be delivered to the "Customer" address identified on page one of this agreement.