

## Subscription and License Agreement

By clicking the acceptance button, you agree to become bound by the terms of this Subscription and License Agreement (this "Agreement"). If you do not agree to these terms, you must discontinue use or hit "decline." READ THE FOLLOWING USE CONDITIONS AND DISCLAIMERS IN THIS AGREEMENT CAREFULLY BEFORE INDICATING YOUR ACCEPTANCE.

LICENSE: All Seasons Publications Ltd. Inc. ("ASP"), in consideration of the subscription fee paid by you, will grant you a non-exclusive, non-transferable limited license and right to access and use (only as expressly permitted hereunder) the Licensed Materials on a single computer (i.e., within a single CPU) at a time at a single location (i.e., at a single operating position and not networked) or an additional user license agreement as set out below if you agree to the terms of this Agreement as follows:

### Additional License Options

Licensee shall have the right, at any time, to add additional Licensed Branches or computer systems to be covered under this Agreement subject to the following:

- (i) Licensee shall pay the Multi Branch License Fee set forth by Licensor for each additional Licensed Branch whose transactions will be processed by the Computer System identified by Licensee. Licensee shall complete and forward to Licensor, with the applicable license fees, a copy of all additional Computer Systems using the licensed product.
- (ii) In the event that the Licensed Software will be utilized by any Licensed Branch on a separate computer system (each an additional "Computer System"), Licensee shall pay the applicable Additional Computer System License Fee for the Licensed Software for each such additional Computer System.
- (iii) Licensee shall pay Licensor's then applicable fees for Support.

OWNERSHIP: The Licensed Materials are the sole and exclusive property of ASP (or its parents, subsidiaries, affiliates, or designees) or its suppliers. By indicating that you accept these terms, you do not become the owner of the Licensed Materials, but are entitled to use them according to the terms of this Agreement.

SUBSCRIPTION TERM: You have obtained the right to use and access the Licensed Materials for a specific limited period of time, i.e., the subscription period, as determined by your enrollment form. At the end of this period, your license and your associated rights, such as technical support, will expire automatically, unless you have renewed your subscription on ASP's then-current terms. The Agreement and your license to use the Licensed Materials will also terminate if you fail to comply with any term or condition in this Agreement. ASP's limitations of liability and disclaimers as well as the provisions of the section titled "General" shall survive expiration or termination of this Agreement.

PERMITTED USES AND PROHIBITIONS: The intellectual property, including without limitation any and all rights under copyright, in the Licensed Materials is owned by All Seasons Publications Ltd.. Copying of the Licensed Materials or any part thereof, inclusion in other software or content, reverse engineering, or modifications are expressly forbidden. No part of the Licensed Materials may be copied for resale or other commercial use, or posted on public bulletin boards, web sites, Internet domains, or online chat rooms. ASP reserves the right in its sole discretion to change and or cancel an individual's user name and password without notice in the event of concurrent logins at different computers, excessive search quantities or

excessive download traffic volumes. ASP reserves the right in its sole discretion to limit, suspend and or cancel individual's access to the Internet service without notice in the event of multiple concurrent logins, excessive search quantities or download traffic volumes.

**RESTRICTION AGAINST TRANSFER:** You may not sublicense, assign, share, sell, rent, lease, or otherwise transfer your right to access or use the Licensed Materials.

**NO WARRANTY:** NEITHER ASP NOR ANY OTHER PARTY MAKES ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS". ALL WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE. ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR ENTITY ARE VOID. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION, PERFORMANCE, AND ACCURACY OF THE LICENSED MATERIALS.

**LIMITATION OF LIABILITY:** IN NO EVENT WILL ASP OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, PROMOTION OR MARKETING OF THE LICENSED MATERIALS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR PROFITS, OR FOR INABILITY TO USE THE LICENSED MATERIALS, WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, AND EVEN IF ASP OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ASP OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE LICENSE FEE YOU PAID FOR THE LICENSED MATERIALS.

**GENERAL:** If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, it shall be deemed omitted and the remaining provisions shall continue in full force and effect. This Agreement may be modified only in writing authorized by ASP. All Seasons Publications Ltd.'s waiver of any right shall not constitute a waiver of that or any other right in the future. This Agreement shall be governed by and construed in accordance with the laws and exclusively in the provincial courts of the province of British Columbia, Canada. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled. Should you have any questions regarding this Agreement, you may contact All Seasons Publications Ltd. at the email address or telephone numbers set forth below.

Telephone: 866-834-2850

Email: [orders@canadianbluebook.com](mailto:orders@canadianbluebook.com)