



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Terms and Conditions of Use of propertyline™ Information

On payment of the fee prescribed by Municipal Property Assessment Corporation (MPAC), plus applicable taxes, MPAC agrees to provide to Customer and Customer agrees to receive from MPAC a non-exclusive and non-transferable right to receive, electronically, on MPAC's propertyline™ website, pursuant to a log-in password issued by MPAC to Customer, certain assessment information accessible in report format requested by Customer and agreed to by MPAC ("Product") and to use Product and to access MPAC's website in accordance with the following terms and conditions: (All of which constitute "the Agreement")

1. Where any log-in password is assigned to Customer, such password can only be used, and access to MPAC's propertyline™ website shall be only by, the Customer and no other person. Where Customer is a partnership or corporate entity, Customer may designate more than one individual to access MPAC's propertyline™ website on behalf of Customer and Customer agrees to ensure that such individuals comply with the provisions of this Agreement.
2. Customer will use Product only for its own internal purposes. Where Customer is a federal department or provincial Ministry internal purposes shall mean only for use of the department or Ministry that is Customer.
3. Customer will not transfer, sell, lend, trade, pledge, sub-license, assign, lease, disseminate or otherwise dispose of Product or any copy or printout of Product, or any part thereof, in any form, to any other person or entity, including affiliates or subsidiaries.
4. Customer will not, in any way, modify, disassemble, reverse engineer, adapt or otherwise tamper with Product, nor will Customer "screen scrape" product or incorporate Product into anything to be used by another person or entity.
5. Customer shall not remove, alter or otherwise change markings on Product relating to use or distribution of Product or to intellectual property and proprietary rights of MPAC and its Suppliers.
6. Customer shall ensure that Product is secure from unauthorized access.
7. Customer acknowledges that (i) Product contains confidential technical and commercial information (ii) copyright, trade secret rights and other intellectual property and proprietary rights reside in Product, (iii) MPAC and its suppliers, (including the Province of Ontario) to MPAC of one or more components of Product ("Suppliers") hold copyright and other intellectual and proprietary rights in Product and all right, title and interest in and to the Product will at all times be vested in and remain the property of MPAC and its Suppliers, (iv) no change made to Product, however extensive, shall affect or negate the right, title and interest of MPAC and its Suppliers in and to the Product; (v) no ownership rights in and to the Product are transferred to Customer, and (vi) MPAC reserves all copyright, trade secret, intellectual property and proprietary rights not expressly granted hereunder.
8. Customer acknowledges that (i) MPAC provides Product on an "as is" and "where available" basis and makes no guarantee, warranty, representation or condition of accuracy, completeness, usefulness for Customer's purpose or intent to provide updates, fixes, maintenance or support, (ii) MPAC and its Suppliers expressly disclaim all warranties, representations or conditions, express or implied, including warranties of merchantability and fitness for use, non infringement of third party rights (including intellectual property rights) or those arising by law or by usage of trade or course of dealing and (iii) all risk as to the results and performance of Product is assumed by Customer.
9. Customer acknowledges that access to MPAC's website is provided on an "as is, where available" basis and recognizes that the operation of MPAC's website may not be uninterrupted, secure, or error-free. Without limiting the foregoing disclaimer, MPAC and its Suppliers make no representation, warranty or condition that (i) its website is compatible with Customer's equipment and/or software, (ii) its website will be continuously available or will function without interruption, (iii) its website will be error free or that errors

will be corrected, (iv) use of its website will be free of viruses or other destructive or disruptive components or (v) use of its website will not infringe the rights (including intellectual property rights) of any person. MPAC and its Suppliers expressly disclaim all warranties, representations or conditions, express or implied, including warranties of merchantability and fitness for use, non infringement of third party rights (including intellectual property rights) or those by law or by usage of trade of course of dealing.

10. Customer agrees that (i) MPAC and its Suppliers shall not be liable to Customer or any other person for any loss of revenue, profit or savings, lost or damaged data or other commercial or economic loss or for any indirect, incidental, special or consequential damages whatsoever, even if MPAC or its Suppliers have been advised of the possibility of such damages or for claims of any nature by a third party and, (ii) such limitation of liability shall apply whether or not liability results from a fundamental term or condition or a fundamental breach of this Agreement, arising from use of Product, MPAC's website or otherwise (and whether arising in contract, tort or under any other theory of law or equity) under, arising from, connected with or related to, this Agreement, and (iii) Customer agrees to indemnify and hold harmless MPAC and its Suppliers and their respective officers, directors, employees and representatives from and against any and all claims, actions, damages or losses which may be alleged against MPAC and its Suppliers in respect of any breach of this Agreement and use of Product by Customer and any third party and operation of MPAC's website and (iv) Customer will pay resulting costs, damages, reasonable legal fees, penalties and expenses finally awarded. Subject to the above limitations, MPAC's maximum aggregate liability to Customer and any other person for any cause whatsoever related to this Agreement shall not exceed five percent (5%) of the license fee paid by Customer for Product supplied.
11. Customer acknowledges that: (i) unauthorized disclosure of Product could reasonably be expected to significantly prejudice the competitive position of MPAC and its Suppliers and, absent any final decision or order of any competent court or tribunal, will not disclose Product to any other person without the written consent of MPAC and, (ii) Customer will give, where reasonably practical, at least three business days' notice to MPAC of the possibility of any such decision, order or decision and will co-operate with MPAC and its Suppliers in respect thereto.
12. Customer agrees to comply with (i) privacy guidelines set forth, from time to time, by MPAC and its Suppliers pertaining to collection, use, storage and disclosure of personal information in conjunction with or relating to Product and (ii) all applicable laws including those relating to privacy and access to information laws.
13. Customer acknowledges that MPAC, without notice to Customer, may, from time to time, amend these terms and conditions, and Customer agrees to be bound by those terms and conditions prevailing at the time Customer obtains a Product from MPAC. MPAC will post its prevailing terms and conditions on its website and it is Customer's sole responsibility to inform itself of such prevailing terms and conditions by accessing the appropriate tab on MPAC's website.
14. Customer agrees to maintain accurate records for at least two years subsequent to access to Product to substantiate compliance with this Agreement, and upon at least one business days' notice, permit access to its premises and equipment for the purpose of electronic or manual audits conducted by MPAC or its representatives.
15. MPAC reserves the right to further restrict use of supply of Product by Customer or to terminate this Agreement immediately where Customer is in breach of Agreement or if Product is used for deceptive, misleading, illegal unethical purposes.
16. Customer agrees to destroy Product (including, if applicable, purging Customer computer systems) when Product is no longer required for the purposes set out in this Agreement, and upon request of MPAC, to provide written confirmation of same.
17. This Agreement is not assignable, either in whole or in part, by Customer, without the prior written consent of MPAC.
18. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and Customer agrees to attorn to the courts of Ontario for resolution of any dispute hereunder.
19. It is hereby agreed that all data provided and/or purchased is to be exclusively used in the province of Ontario. MPAC will not be held accountable for any other Provincial and/or Federal sales tax obligations if this data is to be used in other provinces.