

**CANADIAN TAX FOUNDATION
TAXFIND ONLINE[®] LICENSE AGREEMENT**

1. IMPORTANT – READ CAREFULLY

1.1 This is a legally binding agreement between you and the Canadian Tax Foundation (“CTF”) for access to and use of: (i) the TaxFind Online[®] website that provides access to CTF’s online searchable database of tax articles, journals, reports, presentations, and other publications written for CTF’s conferences and publications, providing current and historical tax analyses and research through CTF (the “**Website**”); (ii) the TaxFind Online[®] backup CD in respect of same (together with any updated and/or upgraded versions of such backup CD that CTF provides or makes available to you, the “**Backup Disc**”); (iii) electronic reference material and documentation for the Website and the Backup Disc (the “**Documentation**”); and (iv) the content and data made available through the Backup Disc and the Website (the “**Content**”) (the Website, the Backup Disc, the Documentation, and the Content, collectively, “**TaxFind Online**”). CTF licenses TaxFind Online subject to the terms and conditions of this Agreement. BY ACCESSING OR USING ANY PART OF TAXFIND ONLINE, OR BY INDICATING YOUR ACCEPTANCE AS PROVIDED BY THE INSTALLATION PROCESS FOR THE BACKUP DISC, ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT BECOME LEGALLY BINDING ON YOU AS AN INDIVIDUAL AND, IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OR AN ORGANIZATION (DEFINED BELOW), ON THE ORGANIZATION THAT YOU REPRESENT.

1.2 If you do not agree to the terms and conditions of this Agreement, you are not permitted to Use TaxFind Online and you are required to decline acceptance as provided by the installation process for the Backup CD.

1.3 **NOTE:** The terms and conditions of this Agreement were last updated, and are effective as of, the “Last Updated Date” indicated above. Any Use of TaxFind Online or an earlier version of TaxFind Online that was licensed prior to such date is governed by prior terms and conditions, which may differ from those set out in this Agreement. Further, Use of TaxFind Online in the future may require you to agree to a version of the TaxFind Online[®] License Agreement that has been amended or modified by CTF in its sole discretion.

2. GENERAL

2.1 A legal contract is immediately formed upon your acceptance of this Agreement in the manner indicated in Section 1.1. The licensee who is bound by the terms and conditions of this Agreement (“**you**”, “**your**” or “**yours**”) is: (i) the individual accepting this Agreement, if the individual is licensing TaxFind Online for his or her personal use (whether for business, education or otherwise) (an “**Individual User**”); (ii) the corporation, institution, partnership, organization, or other entity for which TaxFind Online is being licensed (an “**Organization**”), on whose behalf the individual accepting this Agreement is acting, if applicable; and (iii) the individual accepting this Agreement, if the individual is an employee, partner, agent or other representative of an Organization (an “**Organizational User**”).

2.2 If you are an Individual User or an Organization: (i) your name, or such other identifier as required by CTF, will be as set out in the Order Confirmation; (ii) you represent that the name submitted by you to CTF is your full and correct legal name; and (iii) you represent that any such other identifier submitted by you or to CTF accurately identifies you.

2.3 TaxFind Online is not sold; it is licensed to you under the terms and conditions of this Agreement. Copying, installing, sharing, accessing, using or otherwise dealing with TaxFind Online except as expressly permitted by this Agreement is unauthorized, constitutes a breach of this Agreement and is an infringement of the rights of CTF. In addition to CTF's right to terminate this Agreement, you may be liable to CTF for, and CTF retains its full rights to seek, appropriate remedies at law and in equity in respect of any such unauthorized activity, and you may be subject to criminal prosecution in respect of same.

2.4 CTF reserves the right to update, enhance, discontinue or otherwise change at any time any component of TaxFind Online, including any Content or any features or functionality.

2.5 You acknowledge that TaxFind Online may communicate to CTF certain technical, non-personal information concerning the usage of TaxFind Online and you hereby consent to such communication.

3. RIGHT TO USE

3.1 Subject to your payment of any applicable fees and compliance with the terms and conditions of this Agreement, CTF hereby grants to you a non-transferable, non-exclusive, non-sublicensable right for Permitted Users to Use TaxFind Online (i) solely for the Purpose, (ii) in respect of the Website and the Backup Disc, solely in object code format, and (iii) otherwise in accordance with the terms and conditions of this Agreement.

3.2 Only Permitted Users may Use TaxFind Online. If you are an Organization, you must confirm with CTF any changes you wish to make to your Permitted Users and otherwise confirm your Permitted Users with CTF as may be required by CTF from time to time. For greater certainty, members of an Organization that are not Permitted Users are not authorized to Use TaxFind Online. Also, for greater certainty, nothing in this Agreement authorizes any third party, including any of your related individuals or affiliated organizations, or any of their personnel, to Use TaxFind Online in any manner or to any extent. Any such Use requires the prior written consent of CTF (which consent may be withheld by CTF in its sole and absolute discretion) and may be subject to additional fees.

3.3 If you are an Organization: (i) you shall take appropriate action by agreement or otherwise with all Permitted Users to ensure that they comply with all of the terms and conditions of this Agreement, including all restrictions on using, accessing, copying, distributing and disassembling TaxFind Online set out in Section 3 and Section 4; and (ii) you shall be responsible for any breach of this Agreement by Permitted Users.

3.4 CTF will provide you with one (1) Backup Disc (unless otherwise expressly set out in the Order Confirmation), unless you are an Organizational User, in which case you will not receive any Backup Disc. In respect of the Backup Disc:

- (a) if you are an Individual User, you may install the Backup Disc only on one (1) Computer for primary use and one (1) Computer for incidental or secondary use while away from the primary computer, provided that the Backup Disc is not Used simultaneously on each such Computer; or
- (b) if you are an Organization, you may install the Backup Disc for each Permitted User only on one (1) Computer for primary use and one (1) Computer for incidental or secondary use while away from the primary computer, provided that the Backup Disc is not Used simultaneously on each such Computer. The Organization may allow Permitted Users (and for greater certainty, only Permitted Users) to Use the Backup Disc over your Organization's internal network.

4. RESTRICTIONS ON USE

4.1 You agree that you will not, nor permit any third party to: (i) copy the Backup Disc; (ii) lease, rent export or grant a sublicense to TaxFind Online, or any right granted under this Agreement, in whole or in part, to any other Person; (iii) reverse engineer, decompile or disassemble TaxFind Online; (iv) use TaxFind Online except as authorized herein; (v) permit third parties (including any of your related individuals or affiliated organizations), other than Permitted Users, to Use TaxFind Online; (vi) Use TaxFind Online to provide any service bureau services; or (vii) Use TaxFind Online to conduct any competitive analysis of or with TaxFind Online.

4.2 You may not use the Website, the Content or any CTF systems or networks on or through which the Website and Content are hosted and made available by CTF (the "**CTF Systems**"), in any manner that: (i) is prohibited by any law, regulation or CTF policy; (ii) will disrupt third parties' use or enjoyment of the Website, the Content or any CTF Systems, including (a) depositing any virus, Trojan or other harmful or invasive computer file or program on the CTF Systems or (b) any use that results in automated, constant and repeated requests for data (e.g. denial of service attack) or otherwise has a negative effect on CTF, the Website, the Content or any CTF Systems (including abnormal usage that overloads servers on the CTF Systems or causes portions of the CTF Systems to be blocked); (iii) accesses or uses any component of the Website, the Content or the CTF Systems other than the Content; or (iv) attempts to penetrate any CTF firewall or other security measure (which action will also be reported to appropriate law enforcement agencies) (each of (i) through (iv), an "**Abuse**").

4.3 You shall take all reasonable precautions to prevent any Person from Using TaxFind Online in any way that would constitute a breach of this Agreement.

4.4 You shall continually operate and not tamper with or take any steps to override or circumvent any password, license key or other mechanism that permits, monitors or limits copying, installation, or Use of TaxFind Online to the applicable scope in accordance with this Agreement. Passwords and login credentials for the Website (collectively, "**User Credentials**")

must not be shared with, or otherwise provided to, any individual other than the applicable Permitted User for whom the applicable User Credentials were provided by CTF. In no event will CTF be liable for any unauthorized use or misuse of any User Credentials. In the event that the User Credentials for any Permitted User are lost or stolen, you must immediately notify CTF of same, unless you are an Organizational User. CTF reserves the right to change or disable User Credentials at any time.

5. OWNERSHIP AND COPYRIGHT

5.1 CTF and its suppliers are the owners of TaxFind Online, including all intellectual property rights (including trade secrets rights) relating thereto. No title to TaxFind Online or such rights is transferred to you by this Agreement. Any rights not expressly granted under this Agreement are reserved by CTF. For greater certainty, “CANADIAN TAX FOUNDATION”, “CTF”, “TaxFind Online”, and “TaxFind” are trade-marks owned by CTF.

6. DISCLAIMERS

6.1 TaxFind Online is provided on an “AS IS” and “AS AVAILABLE” basis without warranty or condition of any kind, express or implied, statutory or otherwise, including any implied warranties or conditions of merchantable quality and fitness for a particular purpose and those arising otherwise from a course of dealing or usage of trade, all of which are specifically disclaimed. Without limiting the foregoing or anything else in Section 6, CTF does not warrant that TaxFind Online will be secure.

6.2 IN NO EVENT WILL CTF BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND, INCLUDING DIRECT DAMAGES, LOST PROFITS, LOST OR DAMAGED DATA DAMAGE TO COMPUTER SYSTEMS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF CTF IS INFORMED OR OTHERWISE HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

6.3 You expressly understand and agree that:

- (a) any Content downloaded or otherwise obtained through the use of TaxFind Online is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of, or damage to, data that results from the download of any such Content;
- (b) CTF IS NOT ENGAGED IN RENDERING ANY PROFESSIONAL ADVICE OR SERVICE. The Content contained in TaxFind Online represents the opinions of the individual authors and are not necessarily endorsed by CTF or its members. The Content is for informational purposes only and is not intended to be a substitute for professional advice, assessment and evaluation. You agree that you must evaluate, and bear all risks associated with, the use of any information, including any reliance on the timeliness, availability, accuracy, completeness,

usefulness or appropriateness of the Content. Without limiting the foregoing, you are advised to:

- (i) be aware that, if applicable, TaxFind Online links to the most current electronic version of the third-party electronic *Income Tax Act* and its regulations, Canada Revenue Agency Interpretation Bulletins, Information Circulars, and Advance Tax Rulings, rather than to those in force at the time the Content was written; and
 - (ii) consult a qualified professional before making any decision or taking any action that might affect your personal, business or financial well-being; and
- (c) the Content on the Website and the Content on the Backup Disc may not be the same given that the Website may be updated more frequently than the Backup Disc.

6.4 CTF assumes no responsibility or obligation with respect to any advice given as a result of the use of TaxFind Online. You agree to hold CTF harmless from all liabilities, damages, costs, and expenses arising from any claims, demands, actions, and proceedings relating to your use of TaxFind Online.

7. LIMITATION OF REMEDIES

7.1 CTF's entire liability and your exclusive remedy for any matter relating to TaxFind Online, whether for breach of contract or warranty, tort (including negligence), product liability or otherwise, shall be termination of this Agreement.

8. TERM AND TERMINATION

8.1 Subject to Section 8.2, the term of this Agreement shall be as set out in the Order Confirmation, failing which the term shall be twelve (12) months from the date that you are initially granted access to TaxFind Online, unless otherwise agreed by the parties.

8.2 CTF may terminate this Agreement, and therefore the right granted under Section 3, without notice to you: (i) if you (or, if you are an Organization, any of your Permitted Users) fail to comply at any time with any of the terms and conditions of this Agreement (including in the event of an Abuse); (ii) if you fail to pay any amount due from you to CTF; or (iii) if you cease to carry on business, commit an act of bankruptcy, become insolvent, make an assignment or bulk sale of your assets, or propose a compromise or arrangement to your creditors, or any proceeding is taken with respect to a compromise or arrangement, or to have you declared bankrupt or wound up, or to have a receiver appointed with respect to any part of your assets. Any such termination by CTF shall be in addition, and without prejudice, to such rights and remedies as may otherwise be available to CTF under this Agreement, at law or in equity, including injunction and other equitable remedies.

8.3 Upon termination of this Agreement, you shall immediately: (i) cease Using TaxFind Online; (ii) if you are an Individual User or an Organization, destroy all copies of the

Backup Disc and all copies you have made of any Content; and (iii) if you are an Individual User or an Organization, within five (5) days after receipt of notice from CTF of such termination, provide CTF with a written confirmation that you have complied with the foregoing. In the event of termination of this Agreement, there shall be no refund to you of any fees or charges prepaid to CTF.

8.4 The provisions of Sections 1, 2.1, 2.3, 3.3, 4, 5, 6, 7, 8.3, 8.4, 9, 10, 11, and 12 shall survive termination of this Agreement.

9. NO ASSIGNMENT

9.1 You shall not assign or transfer this Agreement or any of its rights or obligations hereunder (whether in connection with or as a result of any consolidation, arrangement, reorganization, amalgamation, acquisition, merger, sale, operation of law, or otherwise), in whole or in part, without the prior written consent of CTF (which consent may be withheld by CTF in its sole and absolute discretion).

10. CERTIFICATION AND AUDIT

10.1 Within ten (10) days of a request by CTF, a Certification Authority shall, after making due inquiry, certify in writing to CTF, as applicable: (i) that you are, and have continuously been, in full compliance with the terms and conditions of this Agreement, including all applicable restrictions and limitations on installation and Use of the Backup Disc and the Website; or (ii) the extent to which you are not, or have not been, in full compliance with the terms and conditions of this Agreement, including all applicable restrictions and limitations on installation and Use of the Backup Disc and the Website. You shall provide such supporting evidencing as CTF may reasonably request. “**Certification Authority**” means: (a) you, where you are an Individual User or an Organizational User; or (b) a managing partner, signing authority or other senior official of yours, where you are an Organization. For certainty, failure to provide the certification as required by this Section is a breach that entitles CTF to terminate this Agreement and to any other remedies that may be available to CTF at law or in equity.

10.2 CTF may, upon ten (10) days prior written notice to you, electronically or otherwise reasonably inspect your records, systems and facilities in order to ensure compliance with this Agreement. You will provide full cooperation in connection with any such audit, including the provision of such additional documentation and information as CTF may reasonably request.

10.3 If as a result of a certification pursuant to Section 10.1, or an audit pursuant to Section 10.2, CTF determines that your installation of the Backup Disc or your Use of TaxFind Online is not, or has not been, in conformity with this Agreement, you shall promptly (a) obtain the applicable authorisation from CTF for the required number of Permitted Users and immediately pay the applicable fees in respect of same, and (b) promptly pay all reasonable costs and expenses incurred by CTF in respect of the certification or audit, as applicable. In addition, CTF shall be entitled to any other remedies available under this Agreement (including termination for breach), at law or in equity in respect of any such unauthorized installation or Use.

11. MISCELLANEOUS

11.1 Any waiver of any terms or conditions of this Agreement will be effective only if in writing and signed by the party granting such waiver. Such waiver shall be effective only in the specific instance and for the specific purpose for which it has been given and shall not be deemed or constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of either party to exercise, and any delay in exercising, any of its rights hereunder, in whole or in part, shall not constitute or be deemed a waiver or forfeiture of such rights, neither in the specific instance nor on a continuing basis. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

11.2 If for any reason a court of competent jurisdiction finds any terms or conditions of this Agreement, or portion thereof, to be unenforceable, the remainder of this Agreement will continue in full force and effect.

11.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter and there are no representations, warranties, conditions or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. In the event of any inconsistency or conflict between this TaxFind Online[®] License Agreement and the Order Confirmation, the order of priority for such documents, from highest to lowest, shall, unless otherwise expressly stated in writing in the Order Confirmation, be: (i) the Order Confirmation, and (ii) this TaxFind Online[®] License Agreement.

11.4 This Agreement shall be governed by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Ontario courts in the City of Toronto, without giving effect to the conflicts of laws principles thereof. The parties expressly disclaim the application of the *United Nations Convention for the International Sale of Goods*.

11.5 The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. References herein to Sections are to sections of this Agreement.

11.6 Where the word “include”, “includes” or “including” is used in this Agreement, it means “include”, “includes” or “including”, in each case, “without limitation”.

11.7 The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. Les parties conviennent et exigent expressement que ces conditions d'utilisation et tous les documents qui s'y rapportent soient rédigés en anglais.

12. DEFINITIONS

12.1 When used in this Agreement, unless otherwise provided, each of the following terms has the meaning given to such term below, and grammatical variations of such terms have corresponding meanings.

- (a) “**Agreement**” means this TaxFind Online[®] License Agreement and the Order Confirmation.
- (b) “**Abuse**” has the meaning set out in Section 4.2.
- (c) “**Backup Disc**” has the meaning set out in Section 1.1.
- (d) “**Certification Authority**” has the meaning set out in Section 10.1.
- (e) “**Computer**” means a single desktop computer, laptop computer, tablet or other computing device on which the Backup Disc can be installed and Used.
- (f) “**Content**” has the meaning set out in Section 1.1.
- (g) “**CTF**” has the meaning set out in Section 1.1.
- (h) “**CTF Systems**” has the meaning set out in Section 4.2.
- (i) “**Documentation**” has the meaning set out in Section 1.1.
- (j) “**Individual User**” has the meaning set out in Section 2.1.
- (k) “**Order Confirmation**” means, as applicable: (i) an invoice issued by CTF to you in respect of your licensing of TaxFind Online; (ii) an agreement between you and CTF that includes your licensing of TaxFind Online; and/or (iii) the email, quotation or other communication provided by CTF to you, setting out certain particulars in respect of the licensing of TaxFind Online to you; which in either case may include (a) the fees payable to CTF, (b) the number and names or other identifiers of Permitted Users that can Use TaxFind Online, and (c) any additional restrictions on the use of TaxFind Online. Notwithstanding the forgoing, Order Confirmations are not issued to Organizational Users, and where you are an Organizational User, all references to an Order Confirmation refer to the Order Confirmation issued to your Organization.
- (l) “**Organization**” has the meaning set out in Section 2.1.
- (m) “**Organizational User**” has the meaning set out in Section 2.1.
- (n) “**Permitted User**” means: (a) if you are an Individual User, you; (b) if you are an Organization, (i) the employees, partners, agents or other representatives of your Organization (i.e. an Organizational User) whom you have identified to CTF by

name, up to the maximum number of Permitted Users set out in the Order Confirmation.

- (o) **“Person”** includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other judicial entity recognized by law.
- (p) **“Purpose”** means the purpose of research, review, or criticism and in connection with analyses, reports, or opinions that you or your Organization prepare, in each case for your or your Organization’s, as applicable, internal business purposes.
- (q) **“TaxFind Online”** has the meaning set out in Section 1.1.
- (r) **“Use”, “Used” or “Using”** means: (i) in the case of the Website, to access, initiate, execute, run, display, view and operate; (ii) in the case of the Backup Disc, to load, initiate, execute, run, display, view and operate; and (iii) in the case of Documentation and Content, to review, print or electronically store.
- (s) **“User Credentials”** has the meaning set out in Section 4.4.
- (t) **“you”, “your” and “your”** have the meaning set out in Section 2.1.
- (u) **“Website”** has the meaning set out in Section 1.1.