

## **ACADEMIC SITE LICENCE**

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- 5.4 Neither the Licensor nor the Subscriber shall be liable for any incidental, consequential or indirect damages (including but not limited to damages for loss of profits, interruption or loss of information) arising out of the use of or inability to use the Service, including if the Licensor or any authorized representative has been advised of the possibility of such damages.
- 5.5 The Licensor makes no representations or warranties, expressed or implied, nor assumes any responsibility or liability for any restriction, complication, non-compliance, suitability or non-compatibility of the technology, software or hardware used by the Subscriber to access and use the Service.
- 5.6 The Subscriber agrees that the Licensor's liability hereunder for damages, regardless of form or action, will not exceed the Fee paid to the Licensor under this Agreement.

#### **6.0 Rights of Licensor**

- 6.1 The Licensor reserves the right to add or subtract services and data from the Service without

warning. Notification of changes to the Service may be provided by way of notices posted prominently within the Service.

6.2 Any rights not expressly provided for herein are reserved to the Licensor.

## **7.0 Termination of Agreement**

7.1 Unless renewed by agreement between the Licensor and Licensee, this Agreement shall immediately and automatically terminate i) upon the expiry of the term of the fully paid subscription to the Service; or ii) in the event of a willful, material or persistent breach of the terms of this Agreement and a failure to remedy any such breach within thirty (30) days of written notification.

7.2 Any and all use of the Service by the Subscriber following termination of the Licence term is prohibited and may result in additional fees and charges being levied against the Subscriber.

7.3 Paragraphs 2, 4, 5, 6 and 7 shall survive the termination or expiration of this Licence.

## **8.0 General Provisions**

8.1 The Licensor shall not be liable to the Subscriber for a discontinuation of the Service due to reasons directly attributable to the server of the Licensor provided the period of the discontinuance does not exceed 12 days, in the aggregate, during the Term. In the event this period is exceeded, the Subscriber shall be entitled to a pro-rated rebate of the subscription fee for the additional period.

8.2 The Licensor's waiver, failure or delay to exercise any right, provision or entitlement herein shall not be deemed to constitute a waiver of same or any other provision, right or entitlement herein.

8.3 This Agreement, which where applicable includes the Subscriber's Purchase Order Form, shall constitute--in combination with any provincial licensing agreement established between the Licensor and the Ministry of Education--the entire agreement between the parties and supersede all prior agreements and understandings, oral or written, express or implied, by and between any of the parties with respect to the subject matter of this Agreement.

8.4 These terms shall be governed by and construed in accordance with the laws of the Province of British Columbia.

8.5 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired as a result of such event in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired as a result of such event, unless in either case as a result of such determination this Agreement would fail in its essential purpose.