

## **EDUCATIONAL SITE LICENCE**

### **KNOWBC.COM, HOME OF THE ENCYCLOPEDIA OF BRITISH COLUMBIA**

#### **SUMMARY**

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Student population Annual licence fee

Less than 100 students \$21.43 per school  
101-500 students \$91.43 per school  
501-1,000 students \$161.43 per school  
More than 1,000 students \$231.43 per school

#### **TERMS AND CONDITIONS**

##### **1.0 Definitions**

- 1.1 "Service" shall mean all online or electronic documentation, embedded code, programming, HTML, files, images, graphics, icons, content, and all intellectual property incorporated in or generated by KnowBC.com on the terms and conditions herein contained.
- 1.2 "End User(s)" shall mean the employees, faculty, staff, students or clients officially affiliated with the Subscriber and thereby authorized to use the Service as herein licensed.
- 1.3 "Licensor" shall mean Harbour Interactive Inc., its Employees, Agents and Authorized Representatives.
- 1.4 "Site" shall mean a K-12 school of any one or more buildings that are a part of a single address and serviced by one principal, administrator or similar and shall include any one or more computer work stations located within those buildings.
- 1.5 "Right to Use" shall mean the right to access, engage, view, print, and as more specifically set out in

Section 4.0 herein, the limited right to copy and/or distribute the Service, during the Term.

- 1.6 "Site Administrator(s)" shall mean any teacher, administrator or other professional, of the legal age of majority, located at a Site.
- 1.7 "Subscriber" shall mean that organization or entity legally capable of, and entering into this Agreement, by way of initiating a Purchase Order for a paid subscription.
- 1.8 "Term" of this Agreement shall commence as of the start date of access to the Service and shall continue for a period of one year or until access has been terminated. The Licensor will provide the Licensee with detailed terms of renewal, including fee schedules, at least ninety (90) days previous to the expiry of the Term.
1. Whenever referenced herein "Subscriber" and/or "Licensee" shall be interpreted to include any and all Site Administrator(s) and/or End User(s) at each subscribing Site.

## **2. Ownership**

- 2.1 The software and content of KnowBC.com are the sole property of the Licensor and the copyright holders. The Licensor warrants that it either owns the copyright to materials included in the Service or else has obtained legal permission to publish all materials included from those who do control copyright therein. The Licensor will hold harmless the Licensee against all claims and losses, costs and damages that the Licensee may incur by reason of any breach or alleged breach of the foregoing warranties. Permission to use any of the material other than for personal use of the licensee must be obtained in writing from the copyright holders. The Service and all trademarks, trade names, copyrights and all other intellectual property which may or may not be defined is owned by the Licensor and are protected by Canadian and US copyright laws and international treaties. No materials from the Service or any Web site owned, operated, licensed or controlled by the Licensor, may be reproduced, republished, uploaded, posted or transmitted in any way, except as specifically set out herein for non-commercial educational use only.
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- 2.3 The Subscriber may not decompile, reverse engineer, upload, post, transmit or commercially exploit the Service or any part thereof.
  1. Where the rights herein to copy or distribute the Service, or any part of it, are exercised by the Subscriber, the Subscriber shall reproduce the copyright notice and any other legend of ownership on each copy, or partial copy, of the Service or document copies.

## **2. Subscription Fees**

- 3.1 The Subscriber agrees to pay to the Licensor the Fees payable pursuant to the Licensor's pricing schedules.
  1. Invoices shall be paid within thirty (30) days of receipt. All sales, excise or other taxes imposed by any government authority as well as any further additional charges, including shipping and handling, are in addition to the Fee and shall be paid by the Subscriber.

## **2. Use of Service**

- 4.1 The Service is furnished under a licence agreement for the personal and educational use of the licensee. Any commercial use, including but not limited to renting, leasing, sublicensing, transferring or creating derivative works, is strictly prohibited. No copyright or trademark notices may be removed or obscured.

- 4.2 Documentation supplied with or within the Service may be copied for use with the Service at each Site (the "Documentation").
- 4.3 Concurrent access to the Service may be obtained via multiple computer work stations at the Site by way of user name and password verification, or any other means of authentication from time to time established by the Licensor. End Users may further access the Service from their home computers for personal educational purposes only.
- 4.4 The Site Administrator(s), or any of them, accepts any and all responsibility and liability, foreseen or unforeseen, for the use of the Service and/or any components, tools and features thereof. The Site Administrator(s) acknowledge that the Service includes features which provide access to electronic mail and Internet sites which are not governed by the Licensor and that the access to these features and/or Internet sites are at the sole responsibility and liability of the Subscriber and/or Site Administrator(s).
- 4.5 The Subscriber shall use its best efforts to prevent any illegal use of the Service or Documentation by its Site Administrator(s), End User(s), agents, assigns or any other person, organizations or Sites. The Subscriber is solely responsible for all security of and all access (including unauthorized access) to the Service by use of the assigned user name and password, or any other means of authentication so granted by the Licensor.

## **5.0 Limitation of Liability**

- 5.1 The Licensor assumes no responsibility for the selection of this Service to achieve any intended purposes, for the proper use of this Service and for verifying the results obtained from use of this Service. The Licensor licenses this Service "as is" and does not warrant that the functions contained in this Service will meet any requirements, that the Service is fit for any particular purpose or that the operation of the Service will be uninterrupted or error-free.
- 5.2 The Licensor does not warrant that the Service is compatible with every Internet browser or with every work station.
- 5.3 Should the Service or any part of it be found defective the Licensor's liability shall be limited to the replacement of same.
- 5.4 In no event will the Licensor 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.
1. 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.

### **2. 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.

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

### **2. 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; ii) upon the attempted illegal copying, distribution, transfer, assignment, lease or sale of the Service, or rights thereto, without the prior written consent of the Licensor; iii) upon the notice in writing given by one party to the other upon the violation by that party of any provision of this Agreement

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.

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

## **2. General Provisions**

8.1 In the event of an inability or failure by the Licensor to carry out any of the terms of this Agreement due to any reasons which are beyond the reasonable control of the Licensor, then the Licensor shall not be liable to the Subscriber during the period and to the extent of such inability or failure.

Where the period of any such disruption exceeds seven days, the Licensor will provide a pro-rated account credit or rebate to the Licensee.

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.