



NUANS® SERVICES CONTRACT

Customer contracts for, and Hewlett-Packard (Canada) Co., (hereinafter “HP”) agrees to furnish,
_____ (hereinafter “Customer”),

access to its **NUANS®** data base services (hereinafter called “Services”), for the express and sole purpose of producing **NUANS®** Reports and **NUANS®** Database Pre-Searches, in accordance with the terms and conditions set forth herein and in any Schedule attached hereto.

1. GENERAL

This Agreement is a basic ordering agreement under which Customer may request the Services regularly offered or made available by HP as such Services are available and constituted from time to time during the term of this Agreement. HP reserves the right to modify, add to or discontinue any of the Services, at any time during the term of this Agreement on thirty (30) days notice.

HP will use its best efforts to process the work in an expedient manner, but reserves the right to schedule the work in such a manner as will, in the opinion of HP, improve the efficiency of the Services. HP reserves the right to make changes in its equipment configuration, methods and rules of operation, accessibility periods, customer identification procedures, or system “software” if, in the opinion of HP, such changes or modifications are necessary or desirable to improve the Services to be provided.

Customer and HP agree that HP’s service definitions in effect from time to time, as set out in Article 2 below

and in any applicable Price Schedule attached to and made a part of this Agreement from time to time, form part of this Agreement.

2. DEFINITIONS

In this Agreement the defined terms have the meaning assigned unless otherwise expressly stated.

(a) “**NUANS®** System” and “the System” means the Newly Upgraded Automated Name Search System and includes all software, documentation and data employed in the operation of the system.

(b) “**NUANS®** Report” means the report in the format produced by the System as a result of an inquiry by the Customer.

(c) “**NUANS®** Database Pre-Search System” means an on-line database containing the Canadian **NUANS®** search database, including all incorporated companies and Canadian trade marks on file; it is intended for pre-screening.

(d) "F.O.B.Points" means the locations from which **NUANS®** Reports may be picked up by the Customer with no additional charge for transportation or in user's on-line file.

(e) "Search House" means a person, firm or other entity of any nature whatsoever who provides the service of obtaining **NUANS®** Reports from HP.

3. SCHEDULES

All Services used by the Customer will be governed by the terms of this Schedule, including any applicable Price Schedule attached to and made a part of this Agreement, and any supplementary agreement or license governing the specific service.

4. CHARGES

(a) Customer agrees to pay for its actual usage of the Services shown in this Agreement or any related Price Schedule, notwithstanding any monetary or other limitation specified by Customer in any order or other document submitted by Customer.

(b) If applicable, Customer shall pay the monthly minimum charge if such monthly minimum charge shall be greater than the actual usage charge. Customers are required to pay by Credit Card (Visa/MasterCard/Amex).

(c) Title to physical media (reports and database pre-searches) prepared by HP for, on behalf of, or at the direction of, the Customer shall remain in and with HP until delivery thereof to the Customer. HP may, at its sole discretion, retain possession of such physical media and any physical media delivered to it by the Customer

for any purpose whatsoever, until such time as all charges hereunder which have been invoiced to the Customer, together with interest thereon, if any, have been paid in full and HP shall not be liable for any direct, indirect, special or consequential damages arising out of or by reason of such retention.

(d) Title to the data and intellectual property therein shall remain in and with the Crown or HP, as determined by the terms and conditions of any applicable contract between them.

(e) All Search House accounts will be reviewed monthly and their status reported by HP to the Customer. IN THE EVENT THE ACCOUNT IS THIRTY-ONE (31) DAYS OR MORE IN ARREARS HP MAY TERMINATE THE SERVICES UNLESS PAYMENT IN FULL OF ALL AMOUNTS OWING IS RECEIVED UPON DEMAND. In the event Services are terminated for cause, HP will not re-instate the account until all monies due, including all interest charges levied, are paid by certified cheque or cash to HP's office at 100 Herzberg Rd., P.O. Box 13000, Kanata, Ontario K2K 2A6, to the attention of the **NUANS®** Administrator.

5. CHANGES

The charges, terms and conditions contained in this Schedule and any related Price Schedules or attachment are subject to change by HP upon

sixty (60) days prior written notice. Customer may by written notice terminate the Schedule on the effective date of such change; otherwise, the new charges, terms and conditions shall become effective. HP acknowledges that any change in the charge levied for a **NUANS®** Report or usage of the **NUANS®** Database Pre-Search System will have first received the approval of the Department of Industry Canada, as required.

6. CUSTOMER RESPONSIBILITIES

(a) Customer is solely responsible for obtaining, maintaining and operating, at its own expense, compatible terminal equipment and communication devices and services required to access HP systems and uses of the Services.

(b) Customer agrees to abide by the rules and regulations of the International Telecommunication Regulatory Agencies which prohibit HP from using communication services it leases from international and foreign communications carriers to transmit information for its users which is not part of a "single integrated" data processing service. All information transmitted from HP to a foreign country or from one foreign country to another foreign country or within any foreign country must be directly related to the data processing applications or Services furnished by HP and unprocessed information shall not be allowed through the service between user terminals, either directly or on a store-and-forward basis.

(c) The Customer agrees to submit in writing, proper documentation to HP

supporting any Customer problem within fifteen (15) days of receipt of invoice or being notified of any problem.

7. WARRANTY DISCLAIMER

(a) The Customer agrees to indemnify HP and to hold it harmless from any loss or liability to the Customer, or to any third parties, for any injuries or damages not caused by HP's negligence which result from the Customer's access to or use of Services or machines providing Services, including any **NUANS®** Report or **NUANS®** Database Pre-Search provided thereunder, from the Customer's use of HP premises or premises which HP is authorized to use or from any error or inaccuracy in a **NUANS®** Report, or the **NUANS®** Database Pre-Search, or in the preparation and formulation of a request for either a **NUANS®** Report or a **NUANS** Database Pre-Search.

(b) The Customer acknowledges that HP is subject to certain time and other restrictions in compiling its data base for purposes of delivering a **NUANS®** Report or a **NUANS®** Database Pre-Search and the Customer shall so advise any third party to whom it disseminates such report or Pre-Search. HP shall not be held liable by the Customer or by any third party for the failure of a **NUANS®** Report or a **NUANS®** Database Pre-Search to disclose any name with prior rights. HP expressly excludes all liability and damages resulting from the inaccuracy or incompleteness of, or omissions from, any **NUANS®** Report or **NUANS®** Database Pre-Search, unless arising solely from its negligence. HP agrees

to provide the Customer with a monthly status report detailing the currency of the data base of HP, based on the various registers and name lists used by HP to compile its data base.

8. LIMITATIONS OF LIABILITY

(a) Where Customer is required to re-order a **NUANS®** Report or **NUANS®** Database Pre-Search because the Customer did not receive the first report or because of a demonstrable omission or inaccuracy therein, HP's sole liability in the case of non-receipt by Customer shall be to waive all charges with respect thereto or, in the case of omission or inaccuracy, the cost of reproducing and delivering a current **NUANS®** Report or **NUANS** Database Pre-Search provided in all cases that the Customer furnishes HP with satisfactory evidence of one of the above-mentioned failures within fifteen (15) days of the alleged date of such failure.

(b) In the event a Customer's acknowledged request for a **NUANS®** Report or **NUANS®** Database Pre-Search fails to produce that report or pre-search, the Customer shall re-enter it at the next appropriate time. The Customer shall then advise HP in writing within fifteen (15) days of the event and provide HP with adequate documentation in support of the problem report, proving at least the double submission of an identical request, upon which, if it accepts liability, HP agrees to waive charges for both the original request and for the re-run request.

(c) HP makes no representations or warranties, expressed or implied, oral

or written, in fact, by operation of law or otherwise, except as herein expressly stated. In no event shall HP be liable for any indirect, special or consequential damages for any reason whatsoever, including negligence, and including any such damages arising out of Customer's access to or use of any Services, data, **NUANS®** Reports or **NUANS®** Database Pre-Searches provided under the Agreement between the Customer and HP, or for damages resulting from the inaccuracy or incompleteness of, or omissions from, any **NUANS®** Report or **NUANS®** Database Pre-Search.

(d) HP's liability for direct damages resulting from HP's negligence or breach of contract in the execution of any Services (including delivery of data, **NUANS®** Report or **NUANS®** Database Pre-Search) under its Agreement with the Customer shall be limited to the total charge for the Services giving rise to the loss or damages.

(e) Any action or proceeding for damages arising from any breach or alleged breach of this Agreement, or for negligence, shall be brought within eighteen (18) months of the date the cause of action arose.

(f) HP shall not accept any credit requests for problems for which the cost is less than the current price of a **NUANS®** Report or **NUANS®** Database Pre-Search.

9. AGENCY

The parties hereto are independent contractors. This Agreement does not create an agency relationship between the Customer and HP. The parties agree that they shall not hold

themselves out as agents or representatives of each other, nor will they assume, create, or incur any obligations on behalf of each other with any third party.

The Term of this Agreement shall be for a period of two (2) years from the date of execution of the Agreement and shall renew automatically for successive one (1) year terms, unless either party elects to terminate the Agreement by giving the other party thirty (30) days written notice.

10. TERM

THIS AGREEMENT is executed by the parties hereto this ___ day of _____, 200__

Company Name

Hewlett-Packard (Canada) Co.

(Signature)

(Signature)

Printed Name: _____

Printed Name: _____