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2. PAYMENT

Customer must pay the appropriate subscription fees plus all applicable sales, use or similar taxes for use of the Software. Notwithstanding the foregoing, Customer may, if Customer so chooses elect to have a limited trial period of the Software. At the end of the trial, Customer must pay the appropriate fee to retain the right to use the Software.

3. PROPRIETARY RIGHTS IN THE DATABASES

Customer acknowledges that the Software is proprietary to RefWorks and that the Software shall remain the exclusive property of RefWorks and that Customer has no rights therein other than as set forth herein. RefWorks has copyrighted the Software and all rights are reserved. Customer shall not duplicate, distribute, sell, commercially exploit, create derivative works from, reverse compile or otherwise make available the Software to any third party.

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5. **LIMITATION OF LIABILITY**

REFWORKS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING LOST PROFITS, LOSS OF USE, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, CAUSED TO ANY PERSON AS A RESULT OF THE USE OF THE SOFTWARE REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS FORSEEABLE. WITHOUT LIMITING THE FOREGOING, REFWORKS' LIABILITY, IF ANY, SHALL BE LIMITED TO THE PRICE PAID BY CUSTOMER FOR THE SOFTWARE.

The Software is licensed and not sold. Continued access to the Software depends on the renewal of the Software license by Customer. RefWorks will not be liable for loss of data due to non-renewal of the Software license or otherwise.

6. **SYSTEM REQUIREMENTS**

Customer acknowledges that there are certain system requirements that are necessary in order to use the Software, and Customer is financially and technically responsible for ensuring that these requirements are met. These system requirements are (a) full access to the Internet (TCPIP) and (b) a World Wide Web browser, either Netscape (version 4.0 or higher) or Microsoft Explorer (Version 5.0 or higher).

7. **FORCE MAJEURE**

RefWorks shall not be responsible for any failure to perform, or delay in performance, in whole or in part, due to unforeseen circumstances or circumstances beyond RefWorks's control.

8. **TERM AND TERMINATION**

RefWorks may cancel this license if Customer violates any of the terms and conditions set forth herein. The terms and conditions of paragraphs 3, 4, 5, and 8 shall survive termination of this license. This license shall renew automatically unless either party hereto notifies the other in writing of its intent not to renew within 60 days of the end of the then current subscription period. Upon termination of this license for whatever reason, RefWorks agrees to maintain the Customer's data on the RefWorks server for 3 months during which time the Customer may export the data.

9. **GOVERNING LAW**

Any questions concerning the validity, construction, or performance of this license shall be governed by the laws of Canada.

10. **TRAINING MATERIALS**

RefWorks will provide marketing materials which include 250 Quick Start guides, 30 Mouse Pads and 30 Posters per subscription year, additional marketing materials are available for purchase. Customer may download and print additional Quick Start Cards from the RefWorks web site as well as sections of RefWorks' online tutorial.

11. **TRAINING SESSIONS**

RefWorks will provide each subscribing COPPUL member library and its Authorized Users one day of on-site training at no cost at a time to be mutually agreed between the parties.

12. **CONFIDENTIALITY**

RefWorks and Customer agree to maintain the confidentiality of any data relating to the usage of the

Software by the Customer and its Authorized Users. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

13. AMENDMENTS

These terms and conditions may only be amended by a writing subscribed to by both RefWorks and Customer. Notwithstanding the foregoing, RefWorks shall be entitled to change the pricing offered to Customer once each year effective at the commencement of the next contract year by notifying Customer in writing within 90 days before the end of the then current contract year.

ACCEPTED AND SIGNED BY EACH PARTY:

FOR THE LICENSOR: RefWorks LLC

Name: _____

Position/Title: _____

Signature: _____

Date: _____

FOR THE CONSORTIUM: _____

Name: _____

Position/Title: _____

Signature: _____

Date: _____