

IMPORTANT – PLEASE READ CAREFULLY

TERMS OF USE AGREEMENT FOR CAREER CRUISING SUBSCRIPTION SERVICES

IMPORTANT – PLEASE READ CAREFULLY: The within Terms of Use Agreement is a legal and binding agreement between your educational or professional institution (hereinafter defined as “Subscriber”) and Anaca Technologies Ltd. (“Service Provider”) as Service Provider for the non-exclusive and non-transferable right to access and use the Service (as hereinafter defined) on the terms and conditions herein contained. By accessing or otherwise using the Service, Subscriber signifies its agreement to be bound by this Terms of Use Agreement. In addition to any other rights as may be detailed in this Terms of Use Agreement, Service Provider reserves the right, at its discretion, to change, modify, add or remove portions of the within terms and conditions at any time. A copy of these terms and conditions is posted at Service Provider’s Internet website (go to <http://www.careercruising.com> and click on the link marked “Legal”). It is Subscriber’s responsibility to check these terms and conditions periodically for changes. The form of this Terms of Use Agreement in effect and posted at such website at the time of Subscriber’s initial subscription or any renewal subscription will apply to such subscription or renewal subscription, as the case may be. SHOULD SUBSCRIBER NOT AGREE to be bound by the terms and conditions herein, then Service Provider is unwilling to provide access or use of the Service to the Subscriber. In that event, Subscriber should immediately cease using the Service and return to Service Provider all materials provided by Service Provider.

TERMS AND CONDITIONS:

1. DEFINITIONS

1.1 “**Content**” means all online or electronic information, data, databases, files, images, graphics, icons, tools, Documentation, and all other content or materials contained on or accessed through the Service.

1.2 “**Documentation**” means any activity sheets, support materials or other documentation accessible with or within the Service.

1.3 “**End User(s)**” shall mean the employees, faculty, staff, students, patrons or clients officially affiliated with the Subscriber and thereby authorized to use the Service as herein provided.

1.4 “**Personal Information**” is defined as any writing, electronic, digital or other recorded information concerning End Users by which an End User may be individually identified or which is information that is unique or descriptive of the End User.

1.5 “**Portfolio Tool**” means the section of the Service accessible via a personal username and password which allows users of the Service to document career preparation plans and activities, record personal and educational accomplishments, view and print professional looking resumes and develop long term career and education plans. In certain jurisdictions the Portfolio Tool is referred to by a different name. In Kentucky the acronym ILP or Individual Learning Plan is used; in Michigan, the acronym EDP or Education Development Plan is used; in Delaware, the acronym SSP or Student Success Plan is used. For the purposes of this agreement, ILP, SSP and EDP are synonymous with and identical to the term Portfolio Tool.

1.6 “**Portfolio End User(s)**” shall mean any End User who is a user of the Portfolio Tool at a Site and who has agreed to a Portfolio End User terms of use agreement.

1.7 “**Purchase Order**” means the initial purchase order or written request for purchase submitted by Subscriber to Service Provider in respect of the Service and any purchase order submitted in respect of any subscription renewal.

1.8 “**Service**” means all services, products and Content that the End User uses or otherwise accesses from time to time provided by the Service Provider on or through the Career Cruising website (www.careercruising.com), which is designed to assist individuals with the career and education planning process.

1.9 “**Site**” means the buildings generally used by the Subscriber and which are generally associated with the address(es) indicated in the Purchaser Order or which are otherwise typically identified as being those of the Subscriber.

1.10 “**Specified Site**” means the Site or Sites specified in the Purchaser Order.

1.11 “**Site Administrator(s)**” means any teacher, administrator or other professional, of the legal age of majority, located at a Site and who has agreed to a Site Administrator terms of use agreement.

1.12 “**Administrator Tool**” means the portion of the Service relating to the administrative back-end tool made available to Site Administrators to review the input of Portfolio End Users and to select the available Portfolio Tool options for the Portfolio End Users.

1.13 “**Subscriber**” means the organization or entity entering into this Agreement by way of initiating a Purchase Order for a paid subscription and/or either by requesting or by being granted free trial access to the Service.

1.14 “**Subscription Fees**” means the Subscription fees payable for the Service pursuant to the Service Provider’s pricing schedule as specified in the Purchase Order.

1.15 “**Term**” means the term of this Agreement as specified in the Purchase Order and includes any renewal term, unless sooner terminated pursuant to the provisions hereof.

2. TERMS OF USE

2.1 Service Provider grants Subscriber permission to provide an unlimited number of End Users at a Specified Site with access to the Service during the Term and subject to the terms and conditions of this Terms of Use Agreement. The Subscriber may not access or use the Content for any commercial or other purpose other than the non-commercial educational use by End Users.

2.2 The Subscriber is acquiring a non-exclusive, non-transferable right to access and use the Service only and the Subscriber shall have no ownership or other rights in the Contents or the

Service other than those specifically granted in this Agreement. All rights that are not expressly granted in this Agreement to the Subscriber are reserved by Service Provider. Subscriber may not:

(a) use, republish, upload, post or transmit in any way the Service or any Content except as expressly authorized pursuant to this Terms of Use Agreement;

(b) copy, reproduce, modify or create derivative works from the Content except as expressly authorized pursuant to this Terms of Use Agreement;

(c) remove any copyright or other proprietary notations from the Content;

(d) distribute, transfer, sell, lease, license, assign or otherwise make available, directly or indirectly, the Service or any Content, in part or in whole, including any search output or results, to any other person except as expressly authorized pursuant to this Terms of Use Agreement;

(e) "mirror" the Content on any other server.

2.3 The Documentation may be copied for use with the Service at the Specified Site and End Users may make screen prints from electronic Content or print downloaded files supplied by the Service Provider for personal, educational or professional purposes only.

2.4 Service Provider warrants that the Service will conform to the specifications as generally described on Service Provider's website, in the Purchase Order or as otherwise documented in the Documentation or materials provided to Subscriber by Service Provider.

2.5 Every End User will be required to accept Service Provider's terms of use policy for the Portfolio Tool or Administrator Tool, as applicable. Such terms of use policies will be based on the terms of this Agreement, although Service Provider reserves the right to require End Users to agree to observe terms of use that are different from the terms that are in this Terms of Use Agreement.

2.6 Service Provider warrants that it will use generally acceptable and commercially reasonable industry standards in (i) maintaining a virus free environment on its servers, the website and the Service, (ii) instituting backup procedures to ensure the protection of Portfolio End User's information

in the event of a database failure, (iii) implementing appropriate firewall protection for the Service Provider's servers and (iv) adopting internal procedures and controls to meet relevant privacy legislation as it applies to those jurisdictions in which the Service Provider operates.

3. OWNERSHIP

3.1 The Service, including all Content and any software used by the Service provider to provide the Service, is protected by copyright under Canadian, United States, foreign laws and international treaties. Unauthorized use of the Service may violate copyright, trademark and other laws.

3.2 The Subscriber is solely responsible for all security of and all access (including unauthorized access) to the Service and for administering the assigned username(s) and password(s) or any other means of authentication so granted by Service Provider. Passwords that are provided by Service Provider are for use by End Users on behalf of the Subscriber and for use by the Subscriber only.

3.3 Subscriber shall not publish any usernames or passwords on the World Wide Web or in any other publication that can be accessed by the public at large. Additionally, the Subscriber shall only share and provide usernames and passwords with individuals who are either End Users at the Specified Site or Site Administrators at the Specified Site. The sharing of usernames and passwords with anyone else is strictly prohibited and may result in the termination of this Agreement in accordance with subsection 7.1(b).

3.4 All of the data and written material that is entered by a Portfolio End User while using the Service ("Portfolio Work"), and the copyright associated with Portfolio Work, is owned by such Portfolio End User. The Portfolio End User will grant to Service Provider a non-exclusive, non-terminable, royalty-free, world-wide license to Portfolio Work and the copyright therein so that Service Provider can fulfill its obligations in accordance with this Terms of Use Agreement. As such, Service Provider shall be able to store, have a copy of, create other backup copies of, give Site Administrators access to and delete Portfolio Work.

4. SUBSCRIPTION FEES

4.1 Subscriber agrees to pay to Service Provider the Subscription Fees.

4.2 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 Subscription Fees and shall be paid by Subscriber.

4.3 Service Provider reserves the right to suspend the Service if any fees or charges or the Subscription Fees are not paid in full and when due.

5. LIMITATION OF LIABILITY

5.1 SERVICE PROVIDER ASSUMES NO RESPONSIBILITY FOR THE SELECTION OF THE SERVICE TO ACHIEVE ANY INTENDED PURPOSE, FOR THE PROPER USE OF SERVICE OR FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE SERVICE. THE SERVICE AND THE CONTENT PROVIDED WITH THE SERVICE ARE PROVIDED "AS IS." SERVICE PROVIDER MAKES NO WARRANTIES, EXCEPT AS OTHERWISE DESCRIBED IN THIS TERMS OF USE AGREEMENT, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SERVICE PROVIDER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS OR RELIABILITY OF THE USE OF THE SERVICE OR OTHERWISE RELATING TO THE SERVICE OR ANY MATERIAL ON ANY WEBSITES LINKED TO THE SERVICE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE OR THAT THE SERVICE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF SUBSCRIBER'S USE OF THE SERVICE OR CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, SERVICE PROVIDER IS NOT RESPONSIBLE FOR THESE COSTS.

5.2 Service Provider does not warrant that the Service is compatible with every Internet browser, software or computer hardware equipment. Service Provider 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.

5.3 The Content could include technical, typographical or photographic errors. Service Provider does not warrant that any of the Content is accurate, complete or current. Service Provider may make changes to the Content at any time without notice. Service Provider does not, however, make any commitment to update the Content.

5.4 IN NO EVENT WILL SERVICE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB-CONTRACTORS OR THIRD-PARTY SUPPLIERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES WHATSOEVER RESULTING FROM LOST PROFITS OR DATA, HOWEVER ARISING, WHETHER FOR BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE, INCURRED BY SUBSCRIBER OR ANY THIRD PARTY, IN EITHER CASE, REGARDLESS OF WHETHER SERVICE PROVIDER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB-CONTRACTORS OR THIRD-PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5 SUBSCRIBER AGREES THAT, IN ANY EVENT, THE AGGREGATE LIABILITY OF SERVICE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB-CONTRACTORS AND THIRD-PARTY SUPPLIERS UNDER THIS TERMS OF USE AGREEMENT, OR OTHERWISE IN RESPECT OF THE SUBJECT MATTER OF THIS TERMS OF USE AGREEMENT, FOR DAMAGES, REGARDLESS OF FORM OF ACTION, WILL NOT EXCEED THE SUBSCRIPTION FEES PAID TO SERVICE PROVIDER BY THE SUBSCRIBER FOR THE SERVICE IN RESPECT OF WHICH THE CLAIM AROSE DURING THE TERM IN WHICH THE CLAIM AROSE.

5.6 The provisions of this paragraph 5 will apply to the maximum extent permitted by law. Because some jurisdictions do not allow limitations on implied warranties or limitations of liability for consequential or incidental damages, these limitations may not apply to Subscriber.

5.7 Subscriber shall use its best efforts to ensure that an End User accesses and uses the Service in accordance with this Terms of Use Agreement.

6. RIGHTS OF SERVICE PROVIDER

6.1 Service Provider reserves the right to modify the services, features and data from any portion of the Service warning. Notification of any such changes to the Service may be provided by way of notices posted prominently within the Service and on Service Provider's website.

7. TERMINATION OF AGREEMENT

7.1 This Terms of Use Agreement shall immediately and automatically terminate without notice or any other act upon:

(a) the expiry of the Term;

(b) the attempted illegal copying, distribution, transfer, assignment, lease or sale of the Service, or rights thereto, without the prior written consent of the Service Provider; or

(c) notice in writing given by one party to the other upon the violation by that party of any provision of this Agreement if such violation has not been cured within ten (10) days of an initial notice given to the party in violation.

7.2 Paragraphs 1, 3, 4, 5, 6, 7, 8, and 9 shall survive the termination or expiration of this Terms of Use Agreement.

8. INDEMNITY

8.1 Subscriber will indemnify Service Provider, its officers, directors, employees, agents, sub-contractors and third-party suppliers (collectively the "Indemnitees") and hold the Indemnitees

harmless from and against any and all liability, loss, damage, actions, claims or expense (including legal fees and expenses) (collectively "Liabilities") that result from or arise out of:

(a) the use of the Service by Subscriber or any End Users;

(b) any breach by Subscriber of this Terms of Use Agreement;

(c) any breach of a Site Administrator's obligations under the Site Administrator terms of use agreement, whether such Site Administrator is in the employ or is a consultant of the Subscriber;

(d) failure of Subscriber to pay any taxes that it was obligated to pay under state, provincial or federal law and which, under this Terms of Use Agreement, it is obligated to pay; and

(e) any breach by a Portfolio End User of his/her obligations under the Portfolio End User terms of use agreement.

Without limiting the foregoing, Subscriber must defend, indemnify and hold harmless the Indemnitees from and against all Liabilities resulting from trials or studies conducted by or on behalf of Subscriber or any End Users relating to the Service. Subscriber is not permitted to settle or compromise any claim or action giving rise to Liabilities in a manner that imposes any restrictions or obligations on Service Provider or grants any rights to the Service without Service Provider's prior written consent. If Subscriber fails or declines to assume the defense of any such claim or action within thirty (30) days after notice thereof, Service Provider may assume the defense of such claim or action for Subscriber's account and at Subscriber's risk, and any Liabilities related thereto shall be conclusively deemed a liability of Subscriber. The indemnification rights of Service Provider or any other Indemnitee contained herein are in addition to all other rights which each Indemnitee may have at law or in equity or otherwise.

8.2 Service Provider shall indemnify, defend and hold harmless Subscriber from and against any damages and costs finally awarded, or final settlement amounts, including reasonable attorneys' fees and expenses, which Subscriber may sustain or incur as a result of a claim by a third party that the Contents (and Subscriber's use or copying thereof in accordance with the terms of this Terms of Use Agreement) infringe any copyright, patent, trade secret or trade mark, provided that Subscriber:

(a) promptly notifies Service Provider in writing of the claim;

(b) provides Service Provider with the sole control of settlements, compromises, negotiations and defenses of any such claims; and

(c) provides Service Provider with all commercially reasonable available information, assistance and authority to do so.

9. GENERAL PROVISIONS

9.1 Service Provider'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.

9.2 This Terms of Use Agreement and the Purchase Order constitute the entire agreement between the parties and supersede all prior agreements and understandings, oral and written, express or implied, by and between any of the parties with respect to the subject matter of this Agreement. No amendment or modification of this Terms of Use Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. The Site Administrator terms of use agreement and the Portfolio End User terms of use agreement shall form part of this Terms of Use Agreement.

9.3 Any Personal Information collected or accessed by Subscriber in the performance of its obligations hereunder shall be limited to that which is reasonably necessary to perform such obligations or to fulfill any legal requirements.

9.4 Subscriber shall use Personal Information collected only as necessary to perform the services as contemplated by and in accordance with this Agreement and as set forth in Portfolio End User and Site Administrator terms of use agreements. Subscriber shall not use Personal Information for any other purpose whatsoever except for those as detailed in this Agreement, including for its own marketing or other purposes. Subscriber shall maintain such Personal Information in confidence as

the confidential information of the End User in perpetuity, with the exceptions that the Site Administrator, the Subscriber and Service Provider shall each have access to such confidential information in accordance with this Agreement. If Subscriber is served with a court order compelling disclosure of any Personal Information or with notice of proceedings for such an order, or where Personal Information may have been accessed, compromised or reviewed by a non-party without the permission of Subscriber, Subscriber will notify Service Provider of such order, notice or occurrence immediately, and, if practical, will provide Service Provider with the opportunity to intervene before Subscriber files any response to the order or notice.

9.5 Despite anything in this Terms of Use Agreement to the contrary, where a local jurisdiction allows an End User access to, to request the deletion of or to correct Personal Information, Subscriber shall be obliged to follow the instructions as received by such End User only to the extent permissible by the laws of the applicable jurisdiction, and Subscriber shall immediately inform Service Provider of the End User's instructions, changes or deletions as applicable, and shall inform and instruct Service Provider to the extent that Service Provider is required to change any Personal Information that it may have in its possession.

9.6 This Terms of Use Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any actions at law or in equity arising out of or in relation to this Terms of Use Agreement may be filed only in courts located in the Province of Ontario, Canada and Subscriber hereby consents and submits to the personal jurisdiction of such courts.

9.7 If any one or more of the provisions contained in this Terms of Use 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.

9.8 Any notice permitted to be given by one of the parties hereunder shall be deemed to be sufficiently and duly given if in writing and delivered personally or sent by prepaid registered mail

deposited in the post office or transmitted by facsimile or email, if to Service Provider to the address set out below or as otherwise provided by Service Provider and if to Subscriber to the address of the Subscriber set out on the Purchase Order. Both parties agree that any notices sent via electronic means, including e-mail, will be deemed to be a written document in accordance with the Ontario Electronic Commerce Act, and any other similar, applicable legislation.

Service Provider's Address:

Career Cruising

1867 Yonge Street, Suite 1002

Toronto ON M4S 1Y5

Email: agreements@careercruising.com

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