

**InvestorLit  
Subscription Agreement Cover Sheet**

<b>Parties:</b>	
Airth Inc. 36 Dawlish Avenue Toronto, Ontario CANADA M4N 1H1  (hereinafter referred to as “ <b>Airth</b> ”)	(hereinafter referred to as “ <b>Customer</b> ”)
<b>Contact Information:</b>	
<b>Name:</b> Bruce Grantier <b>Title:</b> Managing Director <b>Telephone:</b> (416) 544-1977 <b>Email:</b> <a href="mailto:grantier@sympatico.ca">grantier@sympatico.ca</a>	<b>Name:</b> <b>Title:</b> <b>Telephone:</b> <b>Email:</b>

<b>Description of Services:</b>
Customer will have access to the InvestorLit website (the “ <b>Site</b> ”) including the articles, text, information, reports, images, audio, video and other materials posted on the Site (the “ <b>Content</b> ”) and all services available through the Site including access to any database hosted by the site that includes searchable Content (collectively, the “ <b>Services</b> ”).

<b>Subscription Start Date:</b>
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**Fees for Services:** (select one)

	Single Customer User License	(TBD)
	Organizational Multi-User Site License	\$2,000

**InvestorLit**  
**Subscription Agreement Standard Terms and Conditions**

**1. Definitions**

- (a) “**Agreement**” means these Subscription Agreement Standard Terms and Conditions and the Cover Sheet attached hereto, as well as any Schedules, Appendices or Exhibits that may be attached hereto.
- (b) “**Airth**” has the meaning set out on the Cover Sheet.
- (c) “**Authorized User**” means an individual for whom Customer requests, and Airth issues, a unique user name and password to access and use the Content and the Services on and through the Site.
- (d) “**Content**” has the meaning set out on the Cover Sheet.
- (e) “**Cover Sheet**” means the InvestorLit Subscription Agreement Cover Sheet attached hereto.
- (f) “**Customer**” has the meaning set out on the Cover Sheet.
- (g) “**Effective Date**” means the subscription start date set out on the Cover Sheet.
- (h) “**Fees**” means the fees for services set out on the Cover Sheet.
- (i) “**Initial Term**” has the meaning set out in Section 3.
- (j) “**Party**” means Airth or Customer and “**Parties**” means both Airth and Customer.
- (k) “**Renewal Term**” has the meaning set out in Section 3.
- (l) “**Services**” has the meaning set out on the Cover Sheet.
- (m) “**Site**” has the meaning set out on the Cover Sheet.
- (n) “**Term**” has the meaning set out in Section 3.

**2. License**

Airth grants Customer a non-exclusive, non-transferrable, limited license to access and use the Content and the Services on and through the Site, solely for internal purposes. This license includes: (a) the right to electronically display Content retrieved from the Site; (b) the right to obtain a printout of Content and; (c) the right to store a copy of any Content, in machine readable form, for no more than ninety (90) days.

### **3. License Term, Renewals and Cancellation**

This Agreement commences on the Effective Date and, unless terminated earlier, shall continue until December 31 of the year of the Effective Date (the “**Initial Term**”). This Agreement shall automatically renew for successive twelve (12) month terms (each such renewal being a “**Renewal Term**”) unless either Party notifies the other in writing of its intent to not renew this Agreement at least thirty (30) days before the expiration of the Initial Term or the then current Renewal Term. The Initial Term and the Renewal Term are collectively referred to as the “**Term**”. Customer may terminate this Agreement within fifteen (15) calendar days of the Effective Date or the start of an Renewal Term and receive a full refund of the Fees paid for the then current term.

### **4. Fees**

Customer shall pay Airth the Fees, which shall be due on the Effective Date and on the start of any Renewal Term, as provided in Section 3. The Fees are exclusive of all applicable taxes, including all sales, goods and services, value added, use or other similar taxes, levies and charges, chargeable or payable to any federal, provincial, state, local or municipal taxation authority. Customer will pay and Airth will remit all such taxes to the applicable taxing authorities as required by applicable law.

### **5. Authorized Users**

- (a) Only Authorized Users may access and use the Content and Services.
- (b) Customer agrees that each user name may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Customer will promptly notify Airth to deactivate an Authorized User’s user name and password if the Authorized User no longer works for Customer or Customer otherwise wishes to terminate the Authorized User’s access to the Content and Services. Airth is not liable for any claims, losses, actions, damages, suits or proceedings arising from the sharing or disclosure by Customer, including its directors, officers, employees, or agents, of user names and password with third parties, including by Authorized Users.
- (c) Customer shall be responsible for protecting the security of user names and passwords. Customer shall notify Airth immediately if it becomes aware of any unauthorized use of any user name, including by Authorized Users, and shall take such reasonable steps as are necessary to prevent any reoccurrence of such event.

### **6. Intellectual Property**

All right, title and interest (including all copyright and other intellectual property rights) in the Content, the Services and the Site, remains with Airth, its affiliates, licensors and related companies or with its respective owner and Customer acknowledges that, except as provided herein, nothing herein grants, or constitutes and agreement or obligation to grant Customer any right, title or interest in and to the Content, the Services and the Site including any copyright or other intellectual property rights therein. Customer may not use the Content, the Services or the

Site in any fashion that infringes the intellectual property rights, including the copyright, or any other proprietary interest therein. Customer may not remove or obscure the copyright notice or other notices contained in any of the Content and Customer shall abide by all copyright and other intellectual property rights notices, information and restrictions contained in or displayed in respect of the Content, the Services or and the Site.

## **7. Prohibited Uses**

Customer agrees that it will not, directly or indirectly:

- (a) use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell, distribute, forward, publish, broadcast, transmit, display, perform or otherwise disseminate any portion of the Content, the Services or the Site, except as may be expressly provided in this Agreement;
- (b) access or use the Content or Services through any means other than the Site, or permit any person who is not an Authorized User to access or use the Content, the Services or the Site by any means or for any purpose;
- (c) use any portion of the Content, the Services or the Site to create a derivative work or a similar or competitive database or service;
- (d) transfer, lease, export or grant a sublicense of the Content, the Services or the Site to any other person unless authorized by Airth in writing;
- (e) use the Content, the Services or the Site for any purpose not expressly authorized herein;
- (f) re-publish or otherwise use the Content, the Services or the Site, in whole or in part, for any commercial purpose, except as expressly permitted herein;
- (g) sell any portion of the Content, the Services or the Site to a third party;
- (h) disclose the user name and password for any Authorized Person to any third party; or
- (i) use “web crawlers” or other types of software or hardware technology to automatically download or index any portion of the Content, the Services or the Site.

## **8. Changes to the Content, Services and Site**

Airth may alter, modify, change or remove any portion of the Content, the Services and the Site at any time and in its sole discretion. Customer acknowledges that any such changes may result in access to the Content, the Services and the Site being temporarily unavailable. Additionally, Customer acknowledges that Airth may temporarily suspend access to the Content, the Services and the Site from time to time to carry out maintenance and to make upgrades at any time and its sole discretion.

## **9. Third Party Content**

Customer acknowledges that web sites accessed via links or other means from the Content, the Services and the Site have, unless otherwise indicated, been independently developed by third parties. The inclusion of any such links in any of the Content, the Services and the Site should not be construed as an express nor an implied endorsement of any third party products or services by Airth. Airth is not responsible for the content or opinions expressed on any linked websites, and such websites are in no way investigated, monitored or checked by Airth.

## **10. Linking and Framing**

Airth hereby grants Customer the right to provide a hypertext link to the Site on another web site, provided that (a) the link is a text-only link clearly marked "InvestorLit"; (b) the link points the user directly to the URL <http://www.investorlit.com> and not to other pages within the Site or any other web site; (c) the appearance, position and other aspects of the link do not, in Airth's opinion, damage or dilute the goodwill associated with Airth, including Airth trade-marks; (d) the appearance, position and other aspects of the link do not create the false appearance that Customer, or any other entity, is associated with or sponsored by Airth; (e) the link, when activated by a user, displays the Site full-screen and not within a frame on the linked web site. Airth may inspect any such links from time to time to verify compliance with this Section 10 and Airth may revoke the right to provide a hyperlink under this Section 10 at any time and in its sole discretion on providing written notice to Customer.

## **11. Termination and Suspension**

- (a) Either Party may terminate this Agreement on providing written notice to the other Party for a material breach or default by the other Party if such material breach or default is not cured within thirty (30) calendar days after the giving of such written notice to the other Party. If Customer terminates this Agreement under this Section 11(a) and if Customer has pre-paid any Fees in respect of the then current Term, then Airth shall refund Customer the portion of such pre-paid Fees for the remainder of the Term.
- (b) Airth may terminate this Agreement at any time on providing written notice to Customer; provided, however, if Customer has pre-paid any Fees in respect of the then current Term then Airth shall refund Customer the portion of such pre-paid Fees for the remainder of the Term.
- (c) Without prejudice to its other rights and remedies, Airth may suspend Customer's access to the Content, the Services and the Site if Customer is in material breach of this Agreement, for the duration of such breach. Airth shall notify Customer in writing of any such suspension.

## **12. Effect of Termination**

Upon termination or expiration of this Agreement Customer shall immediately cease access to and use the Content, the Services and the Site and, within thirty (30) days, shall return to Airth or destroy all copies of any Content in its possession or control, including copies in machine-

readable form, and on Airth's request shall certify in writing the same. Sections 6, 7, 9, 12-16 and 18(a) shall survive termination of this Agreement.

### **13. Disclaimer of Warranties & Limitation of Liability**

THE CONTENT, THE SERVICES AND THE SITE AND ALL OTHER MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. AIRTH, ITS AFFILIATES, LICENSORS AND RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SUITABILITY FOR ANY PARTICULAR PURPOSE, AND ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE CONTENT, THE SERVICES AND THE SITE AND ALL OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. NEITHER AIRTH, ITS AFFILIATES, LICENSORS AND RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, TIMELINESS, RELIABILITY, TRUTHFULNESS OR COMPLETENESS OF THE CONTENT, THE SERVICES AND THE SITE AND ALL OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY LINKS TO OTHER SITES MADE AVAILABLE ON THE SITE OR THE CONTENT CONTAINED ON SUCH SITE(S), OR AS TO THE CONTINUOUS OR ERROR FREE USE AND OPERATION OF THE CONTENT, THE SERVICES OR THE SITE. NEITHER AIRTH, ITS AFFILIATES, LICENSORS AND RELATED COMPANIES, OR EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS OR AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES THAT THE CONTENT, THE SERVICES OR THE SITE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM DEFECTS, VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SITE AND THE DATABASE IS AT YOUR SOLE RISK.

### **14. Limitation of Liability**

IN NO EVENT SHALL AIRTH'S, ITS AFFILIATES, LICENSORS OR RELATED COMPANIES AGGREGATE LIABILITY SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AIRTH FOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH A CLAIM BY CUSTOMER AROSE. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION AND FUNDAMENTAL BREACH SHALL AIRTH, ITS AFFILIATES, LICENSORS OR RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS THAT RESULT FROM CUSTOMER'S USE OF, OR

INABILITY TO USE, ANY OF THE CONTENT, THE SERVICES OR THE SITE, DIRECTLY OR INDIRECTLY. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREE THAT AIRTH, ITS AFFILIATES, LICENSORS OR RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF CUSTOMER OR ANY AUTHORIZED USER.

## **15. Indemnification**

Customer will defend, indemnify and hold harmless Airth, its affiliates, licensors and related companies, and each of their respective directors, officers, employees, consultants and agents from and against all losses, costs, damages, claims, liability, and expenses, including all legal fees and costs, arising out of:

- (a) Customer's breach of any provision of this Agreement; or
- (b) use of any the Content, the Services or the Site by Customer, any Authorized Users or any third parties that Customer or an Authorized User has provided a user name and password to in a manner not expressly authorized under this Agreement.

Customer's obligations under this Section 15 are contingent upon (i) Airth notifying Customer in writing of such claim and (ii) Customer having sole control of the defence, at Customer's expense, of any action brought in relation thereto and all negotiations for its settlement or compromise, provided that Customer does not make any commitment to any positive action on the part of Airth without Airth's consent, and further provided that Airth may participate in such action at its expense. The parties agree that they will co-operate as fully as reasonably required in the defense of any claim.

## **16. Confidentiality / Privacy**

Our collection, use and disclosure of personal information in connection with the Site is governed by our Privacy Policy, which is posted at <http://www.InvestorLit.com>.

## **17. Remedies & Recourse**

Airth Inc. reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including the right to injunctive relief and to block access from a particular IP address to the Content, the Services, the Site or any part thereof.

## **18. General**

- (a) Any disputes arising hereunder shall be governed exclusively by the laws of the province of Ontario and the laws of Canada applicable therein, without giving effect to their conflict of laws principles. The Parties expressly consent to the

exclusive forum, jurisdiction, and venue of the courts of Ontario and/or the Federal Court of Canada in Ontario, or any other judicial district or jurisdiction as Airth may determine in any and all actions, disputes, or controversies relating hereto.

- (b) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and this Agreement may not be modified except by written instrument signed by the Parties.
- (c) This Agreement may not be assigned by Customer without the prior written consent of Airth.
- (d) No waiver by either Party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- (e) If any provisions contained herein shall be determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.
- (f) The parties have required that this Agreement and all documents relating thereto be drawn up in English.
- (g) This Agreement may be executed by the Parties in Counterparts and may be executed and delivered by facsimile and all counterparts and facsimiles together constitute one and the same agreement.

*[Remainder of this page intentionally left blank. Signature pages follow.]*



IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date

**AIRTH INC.**

Per: \_\_\_\_\_

Bruce Grantier, Managing Director

*I have authority to bind the Corporation*

**[INSERT FULL NAME CUSTOMER]**

Per: \_\_\_\_\_

Name:

Title:

*I have authority to bind the Corporation*