



LICENCE AGREEMENT OUTSIDE CANADA

The following legal text, written in plain language, authorizes the use of the TERMIUM Plus® data bank, accessed via the Internet. It sets out the conditions and restrictions governing your usage of the data bank.

THIS IS A SUBSCRIBER LICENCE (AND NOT A SALES) AGREEMENT. IT SETS OUT THE RIGHTS AND RESTRICTIONS CONCERNING THE ACCESSING AND USE OF THE TERMIUM PLUS® DATA BANK VIA THE INTERNET.

THIS AGREEMENT IS BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Public Works and Government Services, the Minister in charge of the Translation Bureau (hereinafter “we” or “us”);

AND: _____

whose head office or place of business is located in _____ (hereinafter “the Licensee” or “you”).

LICENCE for and governing the use of TERMIUM Plus® accessed via the Internet

1. **Licence.** Subject to the following terms, conditions, restrictions and prohibitions, we hereby grant you the non-exclusive right to access and use the TERMIUM Plus® data bank via the Internet, during the term of this Agreement. You agree that you may only use TERMIUM Plus® in accordance with the terms and conditions of this Agreement, and that we retain title to the copyright and all other rights pertaining to TERMIUM Plus®. It is understood that the TERMIUM Plus™ data bank may be updated from time to time, and that this Agreement applies to the TERMIUM Plus® data bank as updated during the term of this Agreement. This license is either an Individual Subscription / Institutional Subscription by User license, or an Institutional Subscription by Access license, depending upon which of the options set out in Annex “A” you choose.

2. **Users.**

Under Option “A”, Individual Subscription / Institutional Subscription by User Licence:

If you choose Option “A” in Annex “A”, then your licence permits a fixed number of your employees or (in the case of sole proprietorships or partnerships) principals which you declare will require access to the TERMIUM Plus® data bank, to have access on an individual basis at any time during the term of this Agreement (referred to herein as “your authorized users”). You declare that you require a licence for ___ (indicate the number and initial your notation in the margin) authorized users, and that you have identified these users in Annex “A” to this Agreement. You shall also take all necessary steps to ensure that your authorized users know and respect the terms, conditions, prohibitions and restrictions of this licence which are set out herein.

Under Option “B”, Institutional Subscriptions by Access Licence:

If you choose Option “B” in Annex “A”, then your licence permits you to allow a maximum number of simultaneous accesses to the TERMIUM Plus® data bank using your computer terminals, servers and facilities, at any time during the term of this Agreement (if you choose this Option “B”, then the number of persons who gain simultaneous access to the TERMIUM Plus® data bank using your computer terminals, servers and facilities are referred to herein as your “authorized users”). You declare that you require a licence for _____ (indicate the number and initial your notation in the margin) authorized users. Access will be granted to your authorized users and monitored through your IP address (Internet protocol). Once your maximum number of authorized users has already gained access to the TERMIUM Plus® data bank at any given time, we will deny access to any other person who may attempt to gain access via your IP address. You shall take all necessary steps to ensure that your authorized users know and respect the terms, conditions, prohibitions and restrictions of this licence which are set out herein.

.../2

3. Permitted Actions. Your authorized users may:

- a. subject to Articles 4 and 8, access and consult the *TERMIUM Plus*[®] data bank at any time (twenty-four hours a day, seven days a week, including holidays) during the term of this Agreement, using the Internet, at the following address: <http://www.termium.com>;
- b. print a single paper copy of up to ten (10) records (no more than five (5), 8½ x11 pages) per log in. It is understood, however, that such paper copies are to be used on a temporary basis by the authorized user making them, for his or her research and study purposes only, and that such copies may not be further reproduced, distributed or transferred to any other person nor compiled into a paper version of the *TERMIUM Plus*[®] data bank; and
- c. in the case of an *Individual Subscription / Institutional Subscription by User License* (Option "A" in Annex "A") only, download and copy no more than ten (10) records from the *TERMIUM Plus*[®] data bank onto the hard drive of a single computer at any one session, and make a single back-up copy of such records, provided however, that the copies of such records shall be erased or destroyed no later than two (2) weeks after they are downloaded.

4. Prohibitions and Restrictions. our authorized users may only access and consult the *TERMIUM Plus*[®] data bank, print a single paper copy of records and download and save records from that data bank as expressly permitted under article 3. You may not, and may not permit your authorized users or any other person to:

- a) make the whole or any part of the *TERMIUM Plus*[®] data bank available to persons other than your authorized users, through your Intranet or Internet sites or by any other means;
- b) copy the whole or any part of the *TERMIUM Plus*[®] data bank on the hard drive of any computer, except as is permitted in paragraph 3(c) above;
- c) reproduce the whole or any part of the *TERMIUM Plus*[®] data bank by any means and on any support or in any form whatsoever (paper, CD-ROM, diskette, etc.), except as provided in article 3 of this Agreement;
- d) allow access to the whole or any part of the *TERMIUM Plus*[®] data bank, nor to sell, transfer, lease, loan or otherwise allow any unauthorized person access to any copy of the whole or part of that data bank;
- e) modify or attempt to modify the *TERMIUM Plus*[®] data bank or to merge all or any part of it into any other data bank or software;
- f) tamper with, alter, destroy, modify, reverse engineer, decompile, reproduce or abuse the querying software which is used when accessing the *TERMIUM Plus*[®] data bank; or
- g) reproduce the whole or any part of the *TERMIUM Plus*[®] data bank in a commercial product of a terminological nature.

If you choose Option "A" in Annex "A" (*Individual Subscription / Institutional Subscription by End User License*), then you further agree that your authorized users may only access and consult the *TERMIUM Plus*[®] data bank in the performance of their official duties as your employees or principals.

5. Password and Access. Within three (3) working days of our receipt of a paper copy of this Agreement signed by you, together with payment of the licence fees set out in Annex "B" for the required term of this Agreement and the number of authorized users you have identified:

- (i) *in the case of an Individual Subscription or an Institutional Subscription by User Licence* (Option "A" in Annex "A"), we will send you a password and user identification ("user I.D.") for each of your authorized users, or advise you that we refuse to licence you to use *TERMIUM Plus*[®], in which case we will return to you the sum you paid us as a licence fee as soon as possible. If we issue you passwords and user I.D.'s, then each password and related user I.D. will give the corresponding authorized user access to the *TERMIUM Plus*[®] data bank via Internet connection. Should you wish to replace any of the authorized users by any of your other employees or principals at any time during the term of this Agreement, the password(s) and user I.D.(s) for the former authorized user(s) will have to be revoked by us, and we will have to issue password(s) and user I.D.(s) for the new authorized user(s). We will process this / these revocation(s) and proceed to issue the new password(s) and user I.D.(s) upon our receipt of written notification from you in the manner set out in Article 14, as to the change in your authorized users. Authorized users may only modify passwords in the manner indicated when accessing the *TERMIUM Plus*[®] data bank; or
- (ii) *in the case of an Institutional Subscription by Access Licence* (Option "B" in Annex "A"), we will either give you written notice that we will grant simultaneous access at your IP address (which you must supply in Annex "A") to any number of authorized users up to the maximum number you have indicated in Annex "A" and in article 2, or advise you that we refuse to licence you to use *TERMIUM Plus*[®]. In the latter case, we will return to you the sum you paid us as a licence fee as soon as possible.

You agree that we may refuse to licence you to use the *TERMIUM Plus*[®] data bank in any of the following circumstances: with respect to this or in light of any previous dealings we have had with you,

- a) we have reason to question your financial capacity or your ability to continue operating for an extended period;
- b) we have received evidence, satisfactory to us, of fraud, bribery, fraudulent misrepresentation, copyright infringement or failure to comply with any law protecting individuals against any manner of discrimination, with respect to you or any of your controlling shareholders, directors, employees, principals or agents;
- c) we determine to our satisfaction that you or any of your principals (if you are a partnership), your controlling shareholders, directors, employees, or agents have not complied with the terms of any other agreement entered into with us relative to the *TERMIUM*[®] or *TERMIUM Plus*[®] data bank;
- d) we determine to our satisfaction that you or any of your controlling shareholders, directors, employees, principals or agents have misused our *TERMIUM*[®] or *TERMIUM Plus*[®] products, for example by making illegal copies of the whole or any part of either of these products, or by selling such copies; or
- e) we determine to our satisfaction that the information you have provided in Annex "A" is incorrect or false, insufficient or incomplete.

6. **Protection of Passwords and User I.D.*s.** If you choose Option "A" in Annex "A" (*Individual Subscription / Institutional Subscription by User Licence*), you agree that the password(s) and user I.D.*s which we issue or which we approve for use by your authorized users are non-transferable. You agree to keep these password(s) and user I.D.*s confidential, and to use all reasonable measures to prevent the loss, unauthorized disclosure, unauthorized modification or unauthorized use of these passwords and user I.D.*s. Such reasonable measures include your obtaining the written agreement of each authorized user not to disclose his or her password and user I.D. to any other person prior to giving that individual his or her password and user I.D., and to adopt internal policies and security practices which will help ensure that the passwords and user I.D.*s are not disclosed to unauthorized persons. You agree to inform us immediately, and to instruct your authorized users to inform us immediately, should you or any of them know or suspect that a password or user I.D. has become known by an unauthorized person.
7. **Term of License; License Fee; Termination.** If you choose Option "A" in Annex "A" (*Individual Subscription / Institutional Subscription by User Licence*), then this Agreement shall begin upon the date of our issuance of (a) password(s) and user I.D.*s allowing your authorized users to have access to the *TERMIUM Plus*[®] data bank.

If you choose Option "B" in Annex "A" (*Institutional Subscription by Access*), then this Agreement shall begin upon our giving you notice that we will grant your maximum number of authorized users simultaneous access to the *TERMIUM Plus*[®] data bank under your IP address.

This agreement shall continue in effect for the period corresponding to the amount of the license fee you pay relative to the number of authorized users which you have identified in Article 2, as set out in Annex "B" to this Agreement. However, we may terminate this Agreement by giving notice to you in the manner set out in Article 14, if you or any of your authorized users fails to comply with any of the terms of this license or your licence fee payment is made by a cheque which is returned to us for "not sufficient funds". We may also terminate this agreement by giving notice to you in the manner set out in Article 14, to the extent permitted by the laws of Canada, in the event that you become bankrupt or insolvent, make an assignment for the benefit of creditors, or take the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against you, or an order is made or a resolution passed for your winding up. Without limiting our rights and the remedies available to us under the law, upon any such termination ("termination for default") your authorized users will be denied access to the *TERMIUM Plus*[®] data bank, but you will not be reimbursed any part of the license fee you have paid under this Agreement.

You also agree that upon giving reasonable notice, we may enter upon your premises during normal business hours and inspect your computers and records, for purposes of verifying that you and your authorized users have not breached this Agreement.

8. **Availability.** We may schedule, and will give you prior notice of, planned system maintenance and repairs. You acknowledge and agree that during such planned system maintenance and repairs your authorized users will not be able to access the *TERMIUM Plus*[®] data bank.

You also acknowledge and agree that we do not represent nor warrant 100% availability of the *TERMIUM Plus*[®] data bank whenever an authorized user attempts to access it, since events such as unscheduled but required system maintenance and repair, network malfunction or other events outside our reasonable control may render the data bank unavailable.

You agree that you will not hold us liable for any direct or consequential damage or losses which you or any of your authorized users may suffer as a result of any such lack of availability of, or delay in accessing the *TERMIUM Plus*[®] data bank.

9. **Satisfaction Guaranteed.** Subject to Article 12, you may terminate this license for any reason whatsoever by giving us notice of your termination in the manner set out in Article 14, (if you choose Option "A" in Annex "A") within the first five (5) days following your receipt of the passwords and user I.D.*s for your authorized users, or (if you choose Option "B" in Annex "A") within five (5) days of your receiving notice that your authorized users may access the *TERMIUM Plus*[®] data bank under your IP address.

We will reimburse you the license fee you have paid as soon as possible after receiving your notice of termination. This is the only remedy available to you in the event of an inability to gain access to the *TERMIUM Plus*[®] data bank when an authorized user first attempts to do so after notice is given either of the user I.D.(s) and password(s) or of access having been given (depending on whether you have chosen Option "A" or "B"), or in the event of any incompatibility between your computer system(s) and our own system or the querying software which we use with *TERMIUM Plus*[®], or in the event that you experience difficulties in using *TERMIUM Plus*[®] which cannot be resolved in this initial period by calling our technical support service at 1-800-TERMIUM (if you call from Canada or the United States) or at 1 (819) 997-9727. Our technical support service is available Monday through Friday from 8:00 a.m. to 5:00 p.m., Eastern time.

10. **Limitation of Warranties and Liabilities.** We warrant that we have the right to enter into this Agreement and to grant you the licence set out herein. You acknowledge that we make no other warranty, express or implied, as to the content of the *TERMIUM Plus*[®] data bank. You assume all risks associated with the use and result of the *TERMIUM Plus*[®] data bank, and we assume no liability towards you or any other person for any indirect or incidental damage.

11. **Indemnification and Save Harmless.** You also agree to indemnify and save harmless Her Majesty, the Minister, and our servants and agents against any third party claim, action, suit or other proceeding for the payment of Royalties (which you agree are defined as licence fees, all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any work subject to copyright, trade mark or other intellectual property right, and any costs or expenses incurred as a result of the exercise by any person of moral rights (as defined in the *Copyright Act*, R.S.C., c. C-42)), that results from or is alleged to result from your, or your authorized users* failure to respect the terms, conditions, restrictions or prohibitions set out in this Agreement. We will give you notice of any such claim, action, suit or proceeding and you agree, to the extent requested by the Attorney General of Canada and at your own expense, to participate in or conduct the defence of any such claim, action, suit or proceeding, and any negotiations for settlement of the same, but you will not be liable to indemnify or save us harmless for the payment of any settlement unless you have consented to the settlement.
12. **Survival.** The provisions regarding the disclaimer, indemnity and save harmless, limitation of Crown warranties and liability, and ownership of copyright shall survive the expiration or termination of this Agreement.
13. **Unenforceability.** Any provision of this Agreement declared by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severed from the Agreement, and all other provisions shall remain in full force and effect.
14. **Notice.** Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, by facsimile, electronic mail or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address set out below or at the last address of which the sender has received notice in accordance with this Article. Any notice shall be deemed to be effective on the day it is received at that address.

Notice shall be given to us at :

Translation Bureau
Client Services
Richelieu Building
975 Saint-Joseph Blvd.
3rd Floor
Hull, Quebec K1A 0S5
CANADA

Telephone: +1 (819) 997-9727
1-800-TERMIUM (Canada and U.S.)
Fax: +1 (819) 997-1993
E-mail: bureau@pwgsc.gc.ca
Web: <http://www.termium.com>

Notice shall be given to you at the address given in Annex "A".

15. **Non-Disclosure of Information.** You acknowledge that we may collect information (including but not limited to the information you supply in Annex "A") relative to you, your employees, partners, directors, controlling shareholders and agents and your proposed authorized users for purposes of deciding whether to grant you a licence to use the *TERMIUM Plus*[®] data bank. You further agree that we may collect information pertaining to your authorized users* use of the *TERMIUM Plus*[®] data bank for purposes of determining whether the terms of this Agreement are being respected and for our own internal purposes. We shall not disclose this information to anyone outside the Government of Canada, unless this information:
 - a) was in our possession prior to its reception or acquisition from you;
 - b) at the time of disclosure or of our reception or acquisition from you, is in the public domain;
 - c) after disclosure or our reception or acquisition from you, becomes part of the public domain by publication or otherwise, through no act or omission on our part; or
 - d) is required to be disclosed pursuant to applicable legislation (such as the *Access to Information Act* R.S.C. 1985, c. A-1), regulations or rules or by direction of any court, tribunal or administrative body having jurisdiction.
16. **Accuracy of Information.** You certify that the information you have provided under Option "A" or "B" of Annex "A" is accurate and complete.
17. **General.** This Agreement, including Annexes "A" and "B", is the entire agreement between the parties relative to the use of the *TERMIUM Plus*[®] data bank, and takes precedence over any other agreement or negotiations on that subject. It can be amended only in writing. It is subject to the laws in effect in the province where your business is located as stated in Annex "A", if in Canada; if not, or if your business is situated in a number of provinces, then this Agreement is governed by the laws in effect in the province of Ontario. No waiver shall be valid, binding or affect the rights of either yourself or us unless it is made in writing by yourself or us, as the case may be. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement as is strictly excluded. The waiver of a breach of any term or condition of this Agreement shall not prevent the party waiving the breach from enforcing that term or condition in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach. This Agreement and the licence set out herein shall not be assigned or sub-licensed in whole or in part without our prior written consent, and any purported assignment or sub-licence made without that consent is void and of no effect. No assignment of this Agreement shall relieve you from any obligation under the Agreement or impose any liability upon us, unless otherwise agreed to in writing by us. The parties agree that a signed, faxed copy of this licence is binding on the parties.

ANNEX "A"

Choice of Form of License and

TERMIUM Plus® SUBSCRIBER APPLICATION

Signify the type of licence to use the TERMIUM Plus® data bank which you require (Option "A" or Option "B") by providing the information requested below for that Option.

OPTION "A" : Individual Subscription or an Institutional Subscription by User Licence

1. SUBSCRIBER INFORMATION

' Mrs. ' Ms. ' Mr. ' Other _____

Telephone: _____

Surname: _____

Fax: _____

Given name: _____

E-mail: _____

Organization: _____

Address: _____

City: _____ Province/State: _____ Country: _____ Postal Code/ZIP: _____

Language of correspondence: ' English ' French

PLEASE INDICATE WHETHER YOU ARE AN INDIVIDUAL, CORPORATION, INSTITUTION (IDENTIFY WHAT KIND) OR PARTNERSHIP: _____

IF YOU ARE NOT AN INDIVIDUAL, SPECIFY THE JURISDICTION (FEDERAL OR OF A SPECIFIC PROVINCE/STATE) UNDER WHOSE LAWS YOU WERE FORMED: _____

NUMBER OF REQUESTED AUTHORIZED USERS, each of which would require a password and User I.D.: _____

2. NAMES, POSITIONS, and OFFICE TELEPHONE NUMBERS OF YOUR REQUESTED AUTHORIZED USERS, TOGETHER WITH THE LOCATION OF THE COMPUTER TERMINAL THEY WILL BE USING TO GAIN ACCESS TO THE TERMIUM PLUS® DATA BANK (IF DIFFERENT FROM THE SUBSCRIBER ADDRESS GIVEN ABOVE):

VOLUNTARY RESPONSE – ESSENTIAL TO MAKE DECISION

Provision of the information requested in this Annex "A" is voluntary. This information is being collected for the purpose of deciding whether to grant _____ (name of Subscriber) a licence to use the TERMIUM Plus® data bank and is essential to making a decision directly affecting you. Refusal to respond may result in our deciding not to grant you a licence. Where this information is personal, it will be stored in Personal Information Bank number _____. It is protected from disclosure to unauthorized persons/agencies pursuant to the provisions of the Privacy Act. Under the Act the individual concerned has the right to request access to their personal information held by a federal government institution, and to request corrections should they believe that the information contains errors or omissions.

Date

Signature of Subscriber/Authorized representative

Title

OPTION "B": Institutional Subscription by Access Licence

1. SUBSCRIBER INFORMATION

' Mrs. ' Ms. ' Mr. ' Other _____ Telephone: _____
Surname: _____ Fax: _____
Given name: _____ E-mail: _____
Organization: _____
Address: _____
City: _____ Province/State: _____ Country: _____ Postal Code/ZIP: _____
Language of correspondence: ' English ' French

PLEASE INDICATE YOUR STATUS AT LAW/LEGAL PERSONALITY, AND THE JURISDICTION (FEDERAL OR PROVINCE/STATE) UNDER WHOSE LAWS YOU WERE FORMED: _____.

2. YOUR IP ADDRESS: _____.

THE NUMBER OF REQUESTED AUTHORIZED USERS: _____. THIS IS THE MAXIMUM NUMBER OF AUTHORIZED USERS WHICH WILL HAVE SIMULTANEOUS ACCESS TO THE *TERMIUM PLUS*[®] DATA BANK VIA YOUR IP ADDRESS .

Date Signature of Subscriber/Authorized representative

Title

ANNEX "B"

LICENSE FEE SCHEDULE

Type of Subscriptions

INDIVIDUAL INSTITUTIONAL (by user, by access)	NUMBER OF USERS OR ACCESSES	TERM	UNIT PRICE US\$	AMOUNT PAYABLE

Method of payment (Payable to the Receiver General for Canada) Official Receipt

Certified Cheque

Money Order

American Express

Visa

MasterCard

I have enclosed the sum of _____ as payment for the purchase of _____ subscription(s).

Card Number: _____

Signature: _____

Expiration Date: _____

Signature: _____

I authorize this purchase to be billed to my account.

Prices and Terms and Conditions are subject to change without notice.

The subscriber accepts this Annex "B" - Licence Fee Schedule. I have read the conditions and I accept them.

_____ Date

_____ Signature of Subscriber/Authorized representative

_____ Title

Sector of Activity

- | | |
|---|--|
| <input type="checkbox"/> Education | <input type="checkbox"/> Sciences/Technology |
| <input type="checkbox"/> Government | <input type="checkbox"/> Trade/Industry |
| <input type="checkbox"/> Communications/Marketing | <input type="checkbox"/> Translation |
| <input type="checkbox"/> Informatics | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Legal/Medical | |

Occupation

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Manager | <input type="checkbox"/> Translator |
| <input type="checkbox"/> Professional | <input type="checkbox"/> Terminologist |
| <input type="checkbox"/> Writer | <input type="checkbox"/> Teacher/Student |
| <input type="checkbox"/> Communicator | <input type="checkbox"/> Other _____ |

How did you first hear about *TERMIUM Plus*®?

- Advertisement (which publication?) _____
- Friend/Colleague _____
- Exhibition (Please specify) _____
- Editorial review (which publication?) _____
- University/College _____
- Internet _____
- On-line free trial _____
- Other _____