

LEGAL DATA RESOURCES (MANITOBA) CORPORATION

PRELIMINARY SUBSCRIPTION FORM

Upon confirmation of acceptance of this subscription by Legal Data Resources (Manitoba) Corporation ("LDRC"), the undersigned hereby agrees to subscribe for data access services as listed below. In consideration of the acceptance of this subscription, the undersigned will pay the subscriber fee set out below.

The undersigned hereby subscribes for the following databases:

a) The Land Titles Information System _____

b) The Manitoba Companies Office _____

c) Driver Eligibility Inquiry System _____

which databases are presently available.

User ID

The undersigned wishes to have the following User ID or ID's (Please list first and last names of users on a separate sheet):

Number of ID's: _____

The undersigned agrees to notify LDRC in writing of any changes to authorized users in their organization.

Charges

The undersigned agrees to pay those charges set out in each schedule as the fees payable in respect of each service offering. It is acknowledged that the service offerings are subject to increases in fees.

In addition to the charges related to provision of the individual service by the individual departments, the undersigned agrees to pay the resource charge of IBM for computer usage and the service fees of LDRC.

It is acknowledged that LDRC is a non-profit corporation established by The Law Society of Manitoba for the purpose of providing provincial government database services to members of the legal profession (and others in the discretion of LDRC), and that the undersigned shall be entitled to be advised of the costs and cost recoveries of LDRC upon reasonable notice from time to time. LDRC also undertakes to exercise its best efforts to ensure that the services described herein and other potential services set out below are provided at the lowest charges possible.

Training

It is acknowledged that LDRC (in conjunction with The Law Society of Manitoba) will sponsor courses on computers and their usage, generally, courses on database usage including additional new databases, and possibly courses on application software.

LDRC undertakes to provide notice of various training service offerings and the location, cost and date thereof, to the undersigned on a regular basis.

Support

LDRC undertakes to provide a support facility to the undersigned which will be obtainable by phoning the telephone number of LDRC, (204)984-9840 or 1-800-463-4816. Support may also be obtained via e-mail at ldrcadm@mts.net.

Additional Services

LDRC undertakes to attempt to provide additional databases to LDRC clients. LDRC undertakes to provide notice of the availability of such databases together with the cost of accessing such databases to LDRC clients as far in advance as possible.

Enhancements

LDRC has requested a number of enhancements for each of the databases which the undersigned has subscribed for. LDRC undertakes to make such enhancements available to the undersigned if, as, and when they are made available by the relevant government departments and IBM and to exercise its best efforts to encourage requested enhancements to be made available at the earliest possible date.

Confidentiality and Privacy

The parties acknowledge that information supplied pursuant to this contract is subject to one or more privacy protocols developed with the agencies supplying the information and will be subject to the terms of such protocol(s) as they exist from time to time between LDRC and the relevant government departments or any other entity supplying the data. Copies of existing protocols are attached. The undersigned agrees that in the event of any change in any such protocol which has the effect of preventing LDRC from granting the undersigned partial or complete access to information with respect to either specific databases or all databases, or in the event of the breach of a protocol by the undersigned, LDRC shall be entitled to discontinue service to the undersigned, as applicable, without such discontinuance of service constituting a breach of this contract by LDRC.

Term

This contract shall operate for a term of three (3) years, subject to earlier termination on three (3) months' written notice from the undersigned. The undersigned also agrees that service may be discontinued in the event the undersigned fails to pay any outstanding invoice for more than a period of forty-five (45) days and that service with respect to each individual database may be terminated by LDRC:

- a) upon the termination of service as a result of the direction of the relevant Minister of the Crown to the relevant department or IBM directing that such service be terminated;
- b) in the event that the undersigned fails to pay any outstanding invoice charges relating to an individual database for more than a period of forty-five (45) days;
- c) in the event that any technical problem arises for a period of longer than fifteen (15) days without correction, which technical problem prevents the service from being provided and which technical problem cannot be eliminated within a reasonably foreseeable time;
- d) in the event of any act of God, labour dispute, or other event beyond the control of LDRC which interrupts service for a period of more than 180 days.
- e) in the event of a breach of any confidentiality or privacy protocol as set out above.
- f) in the event that LDRC becomes aware of any abuse or suspected abuse of any information retrieved from any database, LDRC reserves the right to terminate access immediately.

The undersigned also acknowledges that residual charges may be received for up to 4 months after service is terminated. And that such charges will be payable on receipt of an invoice for them.

Conditions For Use of IBM and Province of Manitoba Facilities

As a condition for use of the LDRC facility and access to government computer-stored data, the subscriber undertakes not to:

- Permit any person to use his/her/its userid;
- Divulge, share or compromise his/her/its password;
- Use any other LDRC Clients' or another party's userid;
- Attempt to access or modify the datasets, data or programs of any government department, IBM, LDRC or another user;
- Enable any user to access datasets belonging to a third party;
- Use the facility for activities different from those for which access was granted;
- Develop or use programs or create situations which adversely impact computer services to other LDRC clients or other users;
- Make unauthorized copies of data or proprietary software;
- Reveal details of any checking, editing, validating, balancing or security mechanisms included in hardware or software, to any unauthorized persons;
- Test or attempt to compromise security related to the facility;
- Take any action which might reasonably be construed as injurious or detrimental to the interests of any other users or to the facility.
- Repackage for resale any data retrieved from any government database in the Manitoba Online System

In the event that LDRC or IBM becomes aware of any abuse listed above, it may discontinue service without notice. The subscriber may appeal such discontinuance to LDRC but LDRC shall be under no obligation to restore service. Service is provided on an "as-is" basis and no assurance is given by LDRC of the accuracy of any information or its timeliness.

Interest

The undersigned agrees to pay interest on all unpaid balances after thirty (30) days at the rate charged to LDRC by IBM and the relevant departments or in the absence of any such reference, the rate charged to LDRC by its banker.

Service Availability Date

LDRC undertakes that first service will be available to the undersigned within 45 days of the acceptance of the Subscription. All service availability is subject to continuing supply of the service by the relevant department and IBM.

Governing Law

This contract shall be governed by the Laws of the Province of Manitoba.

Successors and Assigns

This contract is binding on the successors and assigns of the subscriber. The subscriber shall not, however, have any right to assign this contract or to sell any individual portion of the service without the consent in writing of LDRC.

Signatures

This subscription form has been duly executed by the subscriber and LDRC this ____ day of _____, _____.

Signature: _____

Subscriber Name: _____

Address _____

City, Province: _____

Telephone Number: _____

LDRC hereby confirms acceptance of the above Subscription this ____ day of _____, _____.

LEGAL DATA RESOURCES (MANITOBA) CORPORATION

Per: _____

**MANITOBA ONLINE RATE SCHEDULE
EFFECTIVE JUNE 13, 2010**

Land Titles Information System	\$1.02 per transaction
Companies Office System	\$.57 (57 cents) per transaction
Driver Eligibility Inquiry System	\$.52 (52 cents) per transaction
Minimum Differential on LDRC Fee	\$15.00 per month