



... a reasonably priced subscription service that provides tools and information to help everyone in the tendering process work smarter.

ISSC Services – User Rules & Release Agreement

Prior to obtaining and activating your User ID for ISSC Services, the following Rules and Release form must be read and agreed to. Your Construction Association or Project Coordinator are in contract with Infinite Source Systems Corporation for this service, and all references in this Agreement to Infinite Source Systems Corporation (hereinafter referred to as ISSC) shall be read as to include the Construction Associations or Project Host.

Access

- 1) Upon establishment and activation of the User's User ID, the Authorized User is hereby granted the following rights:
 - a) Authorized Users may access and use the subscribed ISSC service.
 - b) Project information may be printed and digitally stored by Authorized Users for subsequent use.
- 2) The foregoing rights are subject to the following restrictions:
 - a) Project information, documents, and files obtained from this service or its representatives are for the use of the Authorized User only.
 - b) Authorized Users may not transmit or otherwise distribute information or files to anyone who is not an Authorized User.
 - c) This Agreement and the rights granted to Authorized Users under the Agreement cannot be transferred or sold to anyone else.
 - d) Authorized Users may not use the information or documents received from ISSC systems in any manner that would infringe the copyright therein or otherwise violate copyright laws. Unauthorized use of ISSC systems or information contained therein, in any form, is expressly forbidden.
 - e) Authorized Users agree to use the system in an appropriate manner, for its intended purpose, and solely for their own use. Authorized Users who abuse their access or permit or acquiesce in the use of the system by an unauthorized user by any means whatsoever, shall at the sole discretion of ISSC, be subject to immediate termination of their or their Companies access and agree to compensate ISSC for any damages which result to ISSC or any third party including, but not limited to, loss of revenue and costs incurred to repair any damage to the system which may have resulted from the unauthorized use.

The rights granted under this agreement shall terminate upon expiration of Membership in the Construction Association, or at the request of the Project Host, or upon non-payment of outstanding fees for service, or immediately upon notice if the Authorized User violates the terms of this Agreement.

The entire contents of the ISSC systems, including all Content accessible through the systems, are protected by copyright and other intellectual property rights and international treaties. Title and all other ownership rights in the ISSC systems and the Content accessed through the ISSC systems shall remain with ISSC and the various Publishers of Content, as applicable. Authorized Users may not remove any copyright notices or other notices contained in the ISSC systems or in any materials retrieved therefrom.

Limited Warranty

ISSC will use its reasonable commercial efforts to keep the systems available for access on 24-hour a day, 7-day a week basis, subject to scheduled downtime for maintenance purposes. There can be no assurances, however, that access will be available at all times or uninterrupted and, moreover, ISSC shall not be liable for any delay, failure in performance or interruption of service due to any unforeseen circumstances or circumstances beyond its control, including, without limitation, failure of communications systems, war, strikes, civil disturbances and acts of God. Except for the warranty set forth above, the ISSC systems and the Content included therein or obtained therefrom are provided on an AS IS, AS AVAILABLE basis and ISSC is not responsible for the accuracy or reliability of any information obtained through the its systems. It is the responsibility of the Authorized User to evaluate the accuracy, completeness, timeliness, or usefulness of any information, opinion, advice or other content available throughout the ISSC systems.

Limited Liability

ISSC specifically disclaims any liability, whether based in contract, tort, strict liability or otherwise, for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of ISSC systems, or information obtained from the Systems, even if ISSC has been advised of the possibility of such damages.

Confidentiality

The User agrees to keep their password confidential and to notify ISSC promptly if such password is lost or stolen or if the User becomes aware of unauthorized use of the User's password.

Laws and Regulations

The ISSC systems are controlled and operated by ISSC from its offices within the Province of British Columbia, Canada, and this Agreement is governed by and shall be construed in accordance with the laws of British Columbia. ISSC makes no representation that Content in the Systems is appropriate or available for use in other locations.

Signature and Release

In consideration for the privilege of using the ISSC services and in consideration for having access to the information contained on the Systems, I hereby agree to abide by the aforementioned rules and policies and release ISSC and its directors, employees and agents from any and all claims of any nature arising from the use or inability to use the Systems. I agree to indemnify ISSC for any loss suffered by reason of improper use of the Systems by myself. I further agree to compensate anyone harmed by any improper use of the Systems by myself.

By signing this agreement, I hereby agree to the aforementioned rules and policies.

v04-11-01

Company Name: _____

Name (User): _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____

Dated: _____

<p>– FOR OFFICE USE ONLY –</p> <p>LOGIN: _____</p> <p>PASSWORD: _____</p> <p>TRIAL PERIOD: _____</p>
