LIQUOR CONTROL BOARD OF ONTARIO ("LCBO")

PURCHASE ORDER AND INVENTORY INFORMATION

TERMS AND CONDITIONS OF LICENCE

LIQUOR CONTROL BOARD OF ONTARIO ("LCBO") PURCHASE ORDER AND INVENTORY INFORMATION TERMS AND CONDITIONS OF LICENCE The LCBO is prepared to grant to the undersigned ("you") a non-exclusive, non assignable, non-transferrable licence to obtain such LCBO purchase order and inventory information as the LCBO decides (in its sole discretion) to make available to you from time to time ("Information") for your information and analytical purposes only, on the terms and conditions specified herein.

- 1. The LCBO will transmit the Information to you by fax transmission or by e-mail. The Information that you will be provided will be determined by the LCBO from time to time.
- 2. At this time, the LCBO will not charge a fee for the services it will provide under this Agreement ("Services") or for the use of the Information. The LCBO reserves the right to establish and charge a fee for the Services and the use of the Information upon not less than thirty (30) days written notice to you. 3. The LCBO reserves the right, in its sole discretion, to modify the manner in which it provides Information or the format in which it presents Information or to modify the type of information it makes available or to discontinue providing Information.
- 4. Information is provided to you strictly for your own use and may not be duplicated, transferred or provided in any medium or format, in whole or in part, to any third party without the prior written consent of the LCBO. The prior written permission of the LCBO is required for any form of publication or distribution of the Information or any part thereof.
- 5. The LCBO will make reasonable efforts to ensure the accuracy of the Information. The LCBO does not warrant that the Information is free of error. The LCBO will not be responsible for any error in the Information. The LCBO will not be responsible for any error, interpretive error or erroneous conclusions drawn as a result of your use of the Information.
- 6. The Information constitutes proprietary information of the LCBO protected by copyright. Your licence to obtain and to use all or any portion of the Information is solely on the basis of the terms and conditions contained herein, for the purposes specified herein and you do not acquire any interest in such data otherwise than as specified herein.
- 7. THE LCBO SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICES OR THE INFORMATION DUE TO SYSTEMS FAILURE, TECHNOLOGICAL FAILURE OF THE INTERNET, OR ANY OTHER FAILURE OUTSIDE OF THE LCBO'S CONTROL. YOUR EXCLUSIVE REMEDY AGAINST THE LCBO FOR ANY ERROR IN THE INFORMATION IS LIMITED TO THE REPLACEMENT OF THE ERRONEOUS INFORMATION WITH THE CORRECT VERSION THEREOF. IN NO EVENT WILL THE LCBO 1 BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES OR THE INFORMATION, EVEN IF THE LCBO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY. THE WARRANTIES OF THE LCBO HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
- 8. The LCBO, without liability, cost or penalty may terminate this Agreement without reason or cause upon not less than ten (10) days written notice to you.
- 9. The undersigned agrees to be bound by the terms and conditions herein.