

BGC HOSTED CLIENT DATA WEBSITE TERMS AND CONDITIONS OF USE

These *Terms and Conditions of Use* (the “*Terms*”) apply to all access and use of this website, the database on this website and its content, which are collectively referred to as “the Database.” On behalf of yourself and your employer or other person for whom you access the Database (collectively, the “User”), you agree to be bound by these *Terms* by accessing or using the Database.

Limitation of Liability

This Database is maintained by BGC Engineering Inc. (“BGC”) for the use and convenience of the following authorized Users only: BGC, **IOC** (“BGC’s Client”), persons employed by BGC or BGC’s Client, and authorized contractors who access the Database for the business purposes of BGC or BGC’s Client. Any unauthorized use of the Database by any person (an “Unauthorized User”) shall be at such person’s sole risk. Unauthorized Users assume the risk of any loss they may suffer by using or relying on the Database. **In no event will BGC or BGC’s Client be liable to any Unauthorized User or anyone else for any claim, loss or damage that results or is alleged to result in any way from unauthorized use of, access to or reliance upon the Database.**

Information is placed in the Database at the periodic discretion of BGC or BGC’s Client. BGC and BGC’s Client are not obligated to update the Database. Neither BGC nor BGC’s Client will be liable for any inaccuracy, error, omission or failure to maintain or post current information on the Database. The Database is provided ‘as is.’ BGC and BGC’s Client provide no express or implied warranty, representation or guarantee of any kind related to the Database or the accuracy, completeness, fitness for a particular purpose, merchantability, reliability or usefulness of the Database or any information on or generated by the Database. To the maximum extent permitted under applicable law, BGC and BGC’s Client expressly disclaim all such warranties. If you have any concerns regarding the Database or its output, you should: (1) independently verify such information before using or relying upon it and (2) contact an appropriate person at BGC or BGC’s Client forthwith.

“BGC Group” means BGC and BGC’s affiliates, employees, directors, officers and consultants. BGC Group’s total aggregate liability to an authorized User for any and all claims, damages and other liabilities of any nature that may arise in any way from an authorized User’s access to, use of or reliance upon the Database shall be absolutely limited to ONE HUNDRED THOUSAND CANADIAN DOLLARS (\$100,000.00 CDN). This liability limitation applies to all liabilities and claims that are not otherwise excluded under these *Terms*, whether arising due to breach of contract, tort, negligence or any other theory of recovery or liability. Notwithstanding the foregoing, in no event will any member of BGC Group be liable to any User for any data loss or consequential, indirect, incidental or punitive damages arising in connection with any use of or reliance on the Database, including, without limitation, lost profits, loss of project use, business interruption

or any other economic losses.

Confidentiality and Intellectual Property

All information contained in the Database is confidential. All persons accessing the Database shall treat the Database as confidential.

A *Service Agreement* between BGC and BGC's Client defines their respective ownership and licensing rights related to the Database and all intellectual property in the Database. All rights are reserved. Information on the Database must not be copied, incorporated, modified, sub-licensed, used to make a derivative work or distributed for any purpose without prior written permission from both BGC and BGC's Client. Users must not attempt to decompile, decrypt or reverse-engineer any part of the Database, including its algorithms and intellectual property. Neither BGC nor BGC's Client waive any confidentiality or intellectual property rights by placing information in the Database.

Security

The Database may only be accessed by Users authorized by BGC or BGC's Client using an appropriate user identification and password. Each password must be held securely by each authorized User and BGC's Client. A User's access to the Database and/or password may be disabled by BGC or BGC's Client without notice and for any reason.

General

This Database, use of this Database and these *Terms* shall be governed by the laws of the Province of British Columbia, Canada and applicable federal laws of Canada. The Courts of British Columbia, Canada shall have exclusive jurisdiction to hear any disputes concerning this Database.

BGC may amend these *Terms* at any time by amending them on this website and notifying relevant personnel of BGC's Client of such amendments.