



sanborn

**DIR-CPO-4498 APPENDIX D**

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**8. Termination**

Termination shall be in accordance with Section 11.B. of the Appendix A.

**9. Taxes & Other Charges**

Taxes & Other Charges shall be in accordance with Sections 8.D., 8.E. and 10.B. of the Appendix A.

**10. General**

(a) You acknowledge that the download and/or installation of the Data on a computer system constitutes acceptance of this Agreement in its entirety.

(b) DIR Contract No. DIR-CPO-4498 and this Agreement constitute the entire understanding of the parties with respect to the Data and supersedes all prior or collateral agreements or understandings. No waiver or modification shall be valid or binding unless in writing and signed by the party to be charged thereby. You acknowledge that you have not relied on any representation by Sanborn or its employees or agents other than those incorporated herein, and further you have had the time and opportunity to obtain the advice of legal counsel concerning the terms and conditions hereof. In the event of a conflict in terms, the DIR Contract shall have precedence.

(c) Choice of Law shall be in accordance with Section 4.F. of the Appendix A.

(d) Assignment shall be in accordance with Section 4.D. of the Appendix A.

(e) Invalid Term or Condition shall be in accordance with Section 4.C. of the Appendix A.

(f) Notices shall be in accordance with Section 12.A. of the Appendix A.

(g) Survival shall be in accordance with Section 4.E. of the Appendix A.

(h) The parties expressly exclude from this Agreement the applications of the United Nations Convention on Contracts for the International Sale of Goods, and further exclude from this Agreement the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, c. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I.10, as amended.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Agency/Organization \_\_\_\_\_

Date \_\_\_\_\_