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Sharing of CariLaw passwords either by Subscriber's personnel or by persons not employed by the Subscriber is STRICTLY PROHIBITED.

Terms: \$..... annually beginning and ending

General Provisions: This Order Form will be governed by the laws of Barbados. Transfer or assignment of rights and obligations by the Subscriber constitutes a material breach of this Order Form and the Subscriber Agreement.

The annual charges apply regardless of the Subscriber's actual use.

SUBSCRIBER AGREEMENT FOR ACCESS TO CARILAW

AGREEMENT entered into between "Subscriber" as set forth on the CariLaw Order Form ("Order Form") and the Faculty of Law Library, University of the West Indies regarding access to CariLaw as follows:

1. LICENSE

(a) Grant. The Subscriber is granted a non-exclusive, non-transferable, limited license to access CariLaw. The Subscriber may use the data internally solely in the regular course of legal and other research and related work. The license includes the right to download and temporarily store insubstantial portions of data (downloaded data) to a storage device under the Subscriber's exclusive control solely:

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(b) Limitations. The Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Data or any portion of the Data in any form or by any means, except (i) as expressly permitted by this Agreement or (ii) as allowed under the provision of the Barbados Copyright Act (1998-4). Downloaded Data shall not be stored or used in any archival database or other searchable database unless permitted by this Agreement. Subscribers shall not sell, license or distribute data (including printouts or Downloaded Data) to third parties or use data as a component of or as a basis for any material offered for sale, licence or distribution.

(c) Rights in Data. Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of the Faculty of law Library, University of the West Indies and any contributors with whom it has an agreement.

2. Charges and Modification of Charges. Charges payable for access to CariLaw will be as stated on the Order Form, or otherwise agreed in writing by the parties. CariLaw charges shall commence on the date agreed to by the Subscriber and the Faculty of Law Library on the Order Form or otherwise in writing provided the invoice sent to the Subscriber by the Faculty of Law Library has been paid in full.

3. Responsibility for Certain Matters. The Subscriber is responsible for notifying the Faculty of Law Library in writing of persons to whom CariLaw passwords are to be issued or from whom passwords are to be revoked. The Subscriber is also responsible for all access to and use of the Database by Subscriber's personnel, whether or not the Subscriber has knowledge of or authorizes such access or use.

4. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. THE SUBSCRIBER'S EXCLUSIVE REMEDY AND THE FACULTY OF LAW LIBRARY AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE LIBRARY OR CariLaw FEATURE WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

IN NO EVENT SHALL THE FACULTY OF LAW LIBRARY OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY CariLaw, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON CariLaw DATA, (ii) ANY LOSS PROFITS OR OTHER CONSEQUENTIAL OR EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF CariLaw OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING CariLaw DATA.

FURTHER, NEITHER THE FACULTY OF LAW LIBRARY NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO CariLaw WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES CariLaw MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL. THE SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF CariLaw ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES INCLUDING THE INADVERTENT LOSS OF CariLaw DATA.

5. Limitation of Claims - Except for claims relating to CariLaw charges or improper use of deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

6. Effect of Agreement - This Agreement (which includes all applicable order forms, any existing CariLaw agreement, current or future schedules and additional terms, licence agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein, supersedes any and all prior understandings and agreements, oral or written, relating to subject matter. Except as otherwise provided in this Agreement, the Faculty of Law Library may amend the terms and conditions of this Agreement by giving subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

7. Term and Termination - This Agreement and each order form will become effective upon approval and acceptance by the Faculty of Law Library, University of the West Indies, Cave Hill Campus and will continue in effect until terminated by either party upon at least 30 days prior notice of termination to the other party; provided, however, this Agreement and each order form may not be terminated prior to one year after the first day of the month following the day the Faculty of Law Library processes this Agreement and the order form and any subsequent order form(s). The Faculty of Law Library may terminate subscription to a particular service which forms part of CariLaw if such service is no longer commercially available. The Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraph 6) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber. The Faculty of Law Library may terminate this Agreement immediately upon given written notice of termination to Subscriber if Subscriber commits a material breach of this Agreement between the parties. The Subscriber may terminate this Agreement upon 30 days prior written notice of giving notice of termination to the Faculty of Law Library if the Faculty of Law Library commits a material breach hereof.

8. Force majeure - Performance by the Faculty of Law Library under this Agreement is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labour dispute, inability to obtain necessary supplies and the like.

9. Notices - Except as otherwise provided in this Agreement, all notices must be given in writing to CariLaw, Faculty of Law Library, University of the West Indies, P.O. Box 64, Bridgetown, Barbados and the Subscriber at the address on the Order Form.

10. General Provisions - This Agreement may be governed by and construed under the law of Barbados without regard to conflict of law provisions. The parties agree that the courts of Barbados will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any or any part or portion hereof may be assigned, sublicensed, or otherwise transferred by subscriber without the prior written consent of the Faculty of Law Library. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof.

Signature _____

Title _____