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905-821-8987 (fax)
www.fsSTRATEGY.com

REPORT ORDER FORM

Client Name: Contact:
Client Address: Phone:
Fax:
E-Mail:

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Report Purchased:
2011 CANADIAN INSTITUTIONAL FOODSERVICE MARKET REPORT

Fees: \$995 plus HST

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TERMS AND CONDITIONS

- License to Use FSSTRATEGY INC. Data. Client is granted a non-exclusive, non-transferable license to use internally, for its own benefit, the data included in the FSSTRATEGY INC. data product(s) identified for purchase above (the "FSSTRATEGY INC. Data"). Client shall not disclose the FSSTRATEGY INC. Data to others without FSSTRATEGY INC.'s prior written consent. Any permitted inclusion of the FSSTRATEGY INC. Data in any external materials must be accurate and accompanied by appropriate attribution of FSSTRATEGY INC. as the source of the FSSTRATEGY INC. Data. Client shall not remove or otherwise interfere with any confidentiality, proprietary or other notice included in connection with any FSSTRATEGY INC. Data. FSSTRATEGY INC. shall remain the sole and exclusive owner of the FSSTRATEGY INC. Data.
- Disclaimer and Limitation of Liability. FSSTRATEGY INC. represents that the data are collected in accordance with generally accepted standards in the research industry. FSSTRATEGY INC., ITS AFFILIATES, PARTNERS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE FSSTRATEGY INC. DATA. FSSTRATEGY INC. SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LOST BUSINESS OR PROFITS ARISING OUT OF THE USE OF THE FSSTRATEGY INC. DATA OR OTHERWISE OUT OF THIS AGREEMENT, AND FSSTRATEGY INC.'S LIABILITY OTHERWISE, IF ANY, SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE AMOUNT PAID BY CLIENT FOR THE FSSTRATEGY INC. DATA AT ISSUE. IN NO EVENT SHALL ANY AFFILIATES, PARTNERS OR SUPPLIERS OF FSSTRATEGY INC. BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH THIS AGREEMENT. No action arising hereunder may be brought later than one year after the date the cause of action arose.
- Indemnity. Client shall indemnify, defend and hold harmless FSSTRATEGY INC., its affiliates, partners and suppliers from and against all claims, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) arising out of a breach of this Agreement by Client or the use of the FSSTRATEGY INC. Data.
- Miscellaneous. These Terms and Conditions and the other information provided on this page constitute the entire agreement (the "Agreement") between Client and FSSTRATEGY INC. concerning the FSSTRATEGY INC. Data. No failure to exercise any right nor waiver of any breach under this Agreement shall act as a waiver of any other right hereunder. This Agreement shall be construed in accordance with the laws of the Province of Ontario, Canada and the laws of Canada applicable therein without regard to its conflict of law principles.

This Agreement will be effective upon execution by both Client and FSSTRATEGY INC. Client will be billed upon FSSTRATEGY INC.'s receipt of this Agreement signed by Client. The fees stated are exclusive of and Client agrees to pay all taxes incurred in connection with this Agreement.

Accepted and agreed to by:

FSSTRATEGY INC.

Company Name:

Signature:

Signature: _____

Name: Geoff Wilson
Title: President
Date:

Name:
Title:
Date: