

MARKET READINESS PROGRAM BUSINESS MENTORSHIP AND ENTREPRENEURSHIP PROGRAM (BMEP)

CLIENT TERMS OF USE

1. General.

1.1 This Agreement governs your use of the Market Readiness Program and the Business Mentorship and Entrepreneurship Program and associated services (collectively, the "**Service**"), including Market Intelligence services ("**Market Intelligence**"), Entrepreneurs in Residence ("**EIRs**"), Business Advisory ("**Business Advisory**") Education services, including textual material, videos and question and answer forums ("**Education**") and other services under the program, which are provided by MaRS Discovery District ("**MaRS**"), The Ontario Centres of Excellence, ("**OCE**") and their subsidiaries, affiliates, divisions and related companies (all referred to collectively as "**MRP**") on behalf of Ontario's Ministry of Research and Innovation ("**MRI**").

1.2 MRP reserves the right, in its sole discretion, to change or modify all or any part of this Agreement at any time, effective immediately upon notice published on the MRP Web Site. Your use of the Service constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by MRP as permitted above. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you should immediately cease use of the Service.

2. Use of Content.

2.1 You acknowledge that the Service may provide you with access to data, information, software, photographs, audio and video clips, graphics, links and other material (collectively, the "**Content**") that is protected by copyright, trade-mark or other proprietary rights of MRP or third parties, including but not limited to product names, logos, designs, titles, and words or phrases which may be registered in certain jurisdictions. You acknowledge that the author, owner or provider of the Content or Advice (defined below) will own all right, title, and interest in and to the Content and Advice, including without limitation all copyrights, trade-marks and other intellectual property rights. You agree to comply with any additional copyright, trade-mark or other notices and restrictions contained in or on any of the Content. Further, you agree that you may use the Content only for your internal use.

2.2 You may not modify, publish, communicate, translate, adapt, sell or otherwise transfer, reproduce, create derivative works from, distribute, perform or in any way exploit any of the Content, in whole or in part, except as otherwise expressly permitted in this Agreement and in the specific terms under which you receive access to Content. Content consisting of downloadable software may not be reverse-engineered unless specifically authorized by the owner of the software's patent and copyright.

3. Use of Advice.

3.1 You acknowledge that the Service from time to time may provide you with business advice, including analysis, recommendations and plans, which may be in written or verbal form (collectively, the "**Advice**").

3.2 You are granted a limited license to display on your computer, download, print, reproduce, communicate and use the Advice only for your own business and informational purposes or for educational, teaching and training purposes. You may not use the Advice for any commercial purpose other than the operation of your own business.

4. **Not Financial or Legal Opinions.**

4.1 You acknowledge that any Content or Advice provided as part of the Service is for business and educational purposes only and is not intended to constitute financial or legal opinions of any kind.

4.2 While the Content and the Advice is believed to be accurate at the time that it is made available as part of the Service, MRP does not warrant or represent that any Content or Advice will be accurate or reliable.

4.3 You acknowledge and agree that you should not rely on any Content or Advice provided as part of the Service and that any reliance upon such Content or Advice shall be at your sole risk.

5. **Indemnity.**

5.1 You agree to indemnify, defend and hold MRP and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "**MRP Parties**") harmless from and against any and all claims, liability, losses, costs and expenses (including costs and legal fees) incurred by any MRP Party in connection with any use or alleged use of the Service under your user name by any person, whether or not authorized by you. MRP reserves the right, at your expense, to assume the exclusive defence and control of any claim or other matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with MRP's defence of such claim.

6. **Links To And From Other Web Sites**

6.1 If any part of the Service provides hypertext links to other Web Sites, such links are provided as a convenience only. MRP does not endorse any services or products that may be mentioned or promoted on those Web Sites or license the use of any content on those Web Sites.

6.2 Access to parts of the Service may be provided by a hypertext link located at another Web Site. Although MRP may encourage links from third party Web Sites, MRP has no responsibility for the content of such Web Sites and does not endorse, authorize, approve, certify, maintain, or control these other Web Sites and does not guarantee the accuracy, completeness, efficacy or timeliness of the information located at such Web Sites

7. **Privacy.**

7.1 MRP respects your privacy and will comply with all applicable laws in our dealings with your personal information.

7.2 You expressly consent to MRP including personal information collected from you in its files and to the disclosure of your personal information to MRP Parties in order to provide you with the Service or Advice. The use of your personal information by the MRP Parties shall be limited to that which is reasonably necessary to provide you with the Service or Advice or to provide you with related information that the MRP Parties believe may be of interest to you. In addition, the MRP Parties may collect, use or disclose your personal information for any reasonable purpose for which consent is not required under applicable privacy laws.

7.3 Your personal information will be kept confidential within the MRP client management system in accordance with applicable privacy laws. If you have any questions about the use of your personal information by the MRP Parties, or wish to access or correct your personal information, please contact Usha Srinivasan, Director of Market Intelligence by email at usrinivasan@marsdd.com or by telephone at 416-673-8100.

8. **Termination of Service.**

8.1 MRP reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any reason or no reason without prior notice to you or any liability to you. MRP may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any Content or Advice, without prior notice to you or any liability to you.

9. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

9.1 NONE OF MRP OR ANY AUTHOR, OWNER OR PROVIDER OF CONTENT OR ADVICE, OR THEIR RESPECTIVE AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT:

- 9.1.1 THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE;
- 9.1.2 THE MRP PARTIES HAVE TITLE TO ALL OR ANY PART OF THE SERVICE, CONTENT OR ADVICE;
- 9.1.3 THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, THE CONTENT, OR THE ADVICE WILL BE ACCURATE OR RELIABLE;
- 9.1.4 THE SERVICE OR ANY CONTENT OR ADVICE WILL BE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE;
- 9.1.5 ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THE SERVICE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES

9.2 THE SERVICE, THE CONTENT, AND THE ADVICE ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT AND ADVICE IS ASSUMED SOLELY BY YOU.

9.3 NONE OF MRP NOR ANY AUTHOR, OWNER OR PROVIDER OF CONTENT OR ADVICE SHALL BE LIABLE FOR ANY ACT, DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR ANY PART OF IT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Terms for Use of IDC and Gartner Reports.**

10.1 In addition to the other terms and provisions contained in this Agreement, you acknowledge and agree that the terms and provisions contained in Schedule A shall apply in connection with your use of any research documents and work product, including studies, briefs, presentations, conference proceedings and inquiry responses, (the "**IDC Reports**") produced by International Data Corporation (Canada) Ltd. ("**IDC**"). And Schedule B shall apply in connection with use of any research documents and work products, including studies, briefs, presentations, conference proceedings and inquiry responses, produced by **Gartner Inc.**

11. **Miscellaneous.**

11.1 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. The parties irrevocably agree to bring any action to enforce this Agreement solely and exclusively in the courts of Ontario. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. All provisions hereof shall survive any termination of this Agreement as well as any other revisions which by their terms or sense are intended to survive any such termination.

By signing below, I acknowledge that I have read and understood the following terms and agree to the Market Readiness Program's Terms of Use on behalf of my company.

Signed: _____

Print Name: _____

Company Name: _____

Date: _____

SCHEDULE A
TERMS FOR USE OF IDC REPORTS

1. You acknowledge and agree that IDC will be deemed to be the author of all IDC Reports and, accordingly, IDC will own all right, title, and interest in and to the IDC Reports, including without limitation all copyrights and trade-secrets rights. You shall include on all copies of the IDC Reports you use or distribute (as permitted by this Agreement) all IDC proprietary rights notices included or requested by IDC and, at IDC's request, shall sign any assignments or other documents necessary or appropriate to confirm IDC's copyright and ownership interests set forth herein.
2. Under the terms of this Agreement, you are granted a license to use the IDC Reports to support internal marketing, strategic planning, and business development functions. This includes the right to quote or paraphrase individual sentences or occasional paragraphs, but not entire pages or chapters. For these purposes "internal" use is distinguished from external use and means uses intended only to serve your information needs (as distinguished from your suppliers, affiliates, and customers) and only to be seen by your officers and employees obligated to treat such information as confidential.
3. You may not distribute, display, promote or otherwise use the IDC Reports or other IDC information or material for any external use, without the prior express written permission from the appropriate IDC representative, which permission shall not be unreasonably withheld. In such cases, you will provide a copy of the precise proposed wording or document to enable IDC to gauge the full context of the usage, and ensure its accuracy, currency, use in context and proper attribution. External use includes, but is not limited to, the publication, promotion, display or dissemination of advertisements, press releases, white papers, direct mail campaigns, Web site postings and any other materials where they may be viewed by persons who are not your officers or employees obligated to treat such material as confidential. You agree to communicate this policy to all relevant persons.
4. Unless expressly stated otherwise, (i) the medium or format in which the IDC Reports are received, or which is specified as the medium for distribution (e.g., Internet, CD-ROM, Lotus Notes, PDF), is the only means by which you may reproduce and distribute those materials, subject also to any other requirements and restrictions as provided herein, (ii) external usage and distribution privileges are granted in the English language only, and (iii) when Web-posting is permitted, the posted IDC material may be displayed only on your public web site and may be linked into from other relevant sites, but may not be linked externally to, posted on or displayed from other sites. Without the prior express written permission from IDC, you may not alter the text, format, or graphic design of any IDC Report in any way, or insert additional material in such a way that it appears to be part of the content provided by IDC.
5. You represent that you have or will put in place procedures to promote compliance with the above restrictions; that you will monitor compliance from time to time on your own and as requested by IDC; and that in the event of a breach or alleged breach of these restrictions you will notify IDC, promptly take reasonable corrective measures (in consultation with IDC) and provide IDC with access and cooperation to enable IDC to audit compliance.
6. Absent the prior express written consent of IDC, you shall not use the name, trademarks, or logo of IDC in promotional materials, publicity releases, advertising, or other external publications or communications, whether oral or written.
7. In the event of a breach of any of the foregoing obligations, you will be required to pay to IDC the amount of \$4,500 for each and every such violation.
8. You acknowledge that the only companies eligible to receive IDC Reports through the Service are those having less than \$1,000,000 in revenues (for greater certainty revenues do not include

venture capital or other types of funding that may be received by the company). You represent and warrant that you are a company with less than \$1,000,000 in revenues.

SCHEDULE B TERMS FOR USE OF GARTNER REPORTS

1. You acknowledge and agree that by signing the MRP agreement you also consent to terms and conditions of use as indicated in Gartner's Canada Master client agreement.
2. Access to the Services is restricted to named individuals (each a "Subscriber"). Subscribers may not substitute another Subscriber without MRP's prior written approval. Subscribers agree to establish and enforce appropriate security measures to limit access to the Services to authorized Subscribers. The rights granted to each Subscriber may not be sublicensed, sold or otherwise transferred.
3. **Ownership and Use of the Services.** The Services are owned and copyrighted by a third party service provider and/or its affiliates. The third party service provider reserves all rights to the Services not expressly granted to the MRP or Subscriber hereunder. Subscribers of the research may (i) print one copy of individual research documents for their personal use, for the benefit of the Subscriber; (ii) excerpt from individual research documents, on a non-routine basis, for internal presentations or reports to be shared with other Subscriber personnel, provided the excerpt is within the limits of "fair dealing" under applicable copyright law. For clarity, excerpts may not contain the substantive content of the source document. Subscriber may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Subscribers unless specifically authorized in a Service Description. Subscribers may not reproduce or distribute the Services externally without third party service provider's prior written permission, except for external distribution, in their entirety only, of "Reprints" of individual documents purchased by Subscriber. Subscriber may excerpt from the Services for external use only if Subscriber obtains the prior written approval of third party service provider's Vendor Relations, at vendor.relations@gartner.com. Any approved external use of the Services must comply with Gartner's Copyright and Quote Policy which may be viewed on the Gartner Vendor Relations section of gartner.com. The Services may not be stored by Subscriber on any information storage and retrieval system.
4. While the Content and the Advice is believed to be accurate at the time that it is made available as part of the Service, MRP does not warrant or represent that any Content or Advice will be accurate or reliable. The services are provided on an "as-is" basis and the third party service provider offer no warranty. (See warranty disclaimer language below.)
5. You further acknowledge and agree that you should not rely on any Content or Advice provided as part of the Service and that any reliance upon such Content or Advice shall be at your sole risk.