



Spark Centre Client Terms and Conditions

Use of Service and Advice

The Client and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Client") acknowledge that use of SPARK CENTRE Services (collectively, the "Service" or "Services") may provide you with access to data, information, advice, education, research, 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 SPARK CENTRE or third parties, including but not limited to product names, logos, designs, titles, and words or phrases which may be registered in certain jurisdictions. The Client agrees to comply with any additional copyright, trade-mark, intellectual property, or other notices, information or restrictions contained in or on any of the Content.

The Client shall have no rights to, or to claim ownership of, any Content (presentations, documents, templates etc.) provided by SPARK CENTRE. Spark Centre Agrees that they have no right, other than as set out in this Agreement, to any Intellectual property, proprietary content or products, or ideas generated through disclosure by the Client or in co-development with the Client. The client may continue to use Content provided by SPARK CENTRE that relates to the Client's business indefinitely for its originally intended use after the termination of this agreement.

If a Client provides SPARK CENTRE with information which infringes third party intellectual property rights, is defamatory, constitutes a breach of confidentiality or imposes some other liability upon SPARK CENTRE, the Client will indemnify SPARK CENTRE, against any liability they may assume by reason of the use of such information in the course of the Services or after they shall have been provided.

The Client 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 the Client receives 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.

The Client acknowledges that the Service from time to time may provide business advice, mentorship, coaching, or educating, including analysis, recommendations and plans, which may be in written or verbal form (collectively, the "Advice", "Service" or "Services").

The Client acknowledges that any information 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. SPARK CENTRE shall not be deemed to have made any representations, warranties or undertakings of any kind to a Client in relation to the Services. Nothing in these Terms and Conditions shall be construed as precluding or limiting in any way the right of SPARK CENTRE to provide similar Services to any person or entity as SPARK CENTRE deems appropriate.

SPARK CENTRE and the Client will promptly disclose to each other any conflicts of interest of which either becomes aware during the provision of the Services.



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

Disclaimer of Warranties; Limitation of liability

None of SPARK CENTRE or any author, owner or provider of the Content or Advice, or their respective agents make any representations or warranties of any kind, either express or implied, that:

- the Service, the Content or the Advice will be uninterrupted or error free;
- SPARK CENTRE has title to all or any part of the Service, Content or Advice;
- the results to be obtained from use of the Service, the Content, or the Advice will be accurate or reliable;
- the Service or any Content or Advice will be merchantable or fit for a particular purpose;
- any files available for downloading through the Service will be free of viruses or similar contamination or destructive features.

The Service, the Content, and the Advice are distributed on an “as is, as available” basis. While the Content and the Advice is believed to be accurate at the time that it is made available as part of the Service, SPARK CENTRE does not warrant or represent that any Content or Advice will be accurate or reliable. The Client acknowledges 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.

The client acknowledges and agrees that the Content and/or Advice should not be solely relied upon, and as part of the Service, 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 the Client. None of SPARK CENTRE nor any author, owner or provider of the Content or the Advice shall be liable for any act or damages, direct or indirect, incidental, special or consequential 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.

Indemnity

The Client agrees to indemnify, defend and hold SPARK CENTRE and its affiliates, and their respective officers, directors, advisors, mentors, educators, partners, owners, agents, information providers and licensors (collectively, the “SPARK CENTRE Parties”) harmless from and against any and all claims, liability, losses, costs and expenses (including costs and legal fees) incurred in connection with any use or alleged use of the Service under the Client’s user name by any person, whether or not authorized by the Client. SPARK CENTRE reserves the right, at the Client’s expense, to assume the exclusive defence and control of any claim or other matter otherwise subject to indemnification by the Client, and in such case, the Client agrees to cooperate with SPARK CENTRE’s defence of such claim.

Privacy and Client Confidentiality

SPARK CENTRE respects the Client’s privacy and confidentiality and will apply recognized principles to our dealings with the Client’s personal and business information including all information provided in this document.



The Client expressly consents to SPARK CENTRE including personal and business information collected from the Client in its files and to the disclosure of the Client's personal and business information to SPARK CENTRE Parties in order to provide the Client with the best Service or Advice. In addition, the Client consents to the provision by Spark Centre to Durham College and the University of Ontario Institute of Technology of the Client's personal and business information to enable them to gather and utilize information regarding students who are participating or have participated in programs in which Spark and either or both of Durham College and the University of Ontario Institute of Technology are partners. Subject to the foregoing, the use of the Client's personal and business information by the SPARK CENTRE

Parties shall be limited to that which is reasonably necessary to provide you with the Service or Advice or to provide the Client with related information that the SPARK CENTRE Parties believe may be of interest. The Client's personal and business information will be kept confidential within the SPARK CENTRE client management system in accordance with applicable privacy laws.

All SPARK CENTRE advisors, mentors, and staff are bound to SPARK CENTRE under a nondisclosure agreement for a term of five years citing all information gathered from Client's is deemed confidential and private as explicitly indicated. In addition, all SPARK CENTRE advisors, mentors, and staff are bound by the SPARK CENTRE rules of engagement and have signed-off on the SPARK CENTRE conflict of interest policy.

Client Business Information

All Client's are required to provide to SPARK CENTRE information about its business and milestone achievements including, but not limited to, capital raised, jobs created, revenue and intellectual property created. In addition, Client's will be regularly solicited and encouraged to provide SPARK CENTRE feedback and advice on the quality of our Service and programs. SPARK CENTRE will request regular updates to ensure it has the most up-to-date and accurate Client information. When requested, Clients are required to complete surveys and provide feedback to SPARK CENTRE in a timely manner. Given the importance of this information, failure to respond to reasonable requests for information may result in the termination of SPARK CENTRE Service. All information will be treated in accordance with SPARK CENTRE's privacy policies. SPARK CENTRE may use aggregate information gathered from Clients, that does not identify Clients, combined with third party information for commercial and non-commercial purposes including, without limitation, its reporting requirements to government and other funders, to improve its services, coordinate services with business partners and promote innovation. Aggregate reporting may include analysis by time, sector, business stage, financing type or geography.

SPARK CENTRE may disclose personal information to its employees, contractors, suppliers, agents, consultants, mentors, advisors, other ONE Network innovations centres (like Mars) and the Ontario Centres of Excellence network on a "need to know" basis, provided that such individuals or organizations are required to maintain the privacy of the information. SPARK CENTRE may also disclose such information where required by law.

Communication and Publicity

From time to time SPARK CENTRE will send the Client newsletters and other email information to keep you informed of activities and opportunities that may be of interest to you. Client's have the option to opt out of these communications at any time, but run the risk of missing key Service or program



information should you opt to do so. Information deemed critical will be forwarded to Client in spite of opt out status, but still in accordance with the law. SPARK CENTRE requests that Client acknowledges SPARK CENTRE as a source of support in any publicity where appropriate. Client agrees however that it shall not, without prior written consent of SPARK CENTRE in each instance, use the trademarks or logo of SPARK CENTRE in any advertising, publicity or otherwise. If Client's would like to promote a working relationship with a specific SPARK CENTRE Party, it will be the collective discretionary call of said person(s) and SPARK CENTRE.

SPARK CENTRE reserves the right to publicly identify the Client as a client of SPARK CENTRE.

Annual Spark Centre Survey

If the Client is active, defined as interactions within the latest 12 month with Spark Centre, the Client agrees to receive and complete the Annual Spark Client Satisfaction Survey. General timing on this survey is May.

Termination of Service

SPARK CENTRE reserves the right, at its sole discretion, to change, restrict, suspend or terminate the Client's access to all or any part of the Service at any time for any reason or no reason without prior notice or liability, including the availability of any Content, Service, or Advice.

Either party has the right to terminate the provision of the Services, without thereby incurring any liability to the other, by notice to such effect given orally or in writing to that other. In the event of any termination before any Services shall have been completed, the terminating party undertakes to provide the other with reasonable explanation of the underlying reasons for so doing.

Jurisdiction

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.

Market Research

As part of the Ontario Network of Excellence, SPARK CENTRE has an established partnership with the MaRS Discovery District Market Intelligence team to enable SPARK CENTRE Client's to access market research and market research services. All Client's must work through Spark and adhere to the MaRS terms of use for IDC and Gartner Reports.

Terms for Use of IDC and Gartner Reports

In addition to the other terms and provisions contained in this Agreement, the Client acknowledges and agrees 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.

SCHEDULE A

TERMS FOR USE OF IDC REPORTS

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.

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.

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.

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.

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.

Absent of 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.

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.

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

Access to the Services is restricted to named individuals (each a "Subscriber"). Subscribers may not substitute another Subscriber without MaRS' 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.

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 MaRS 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.

This terms and conditions are deemed to apply to the Client's entire team, employees, partners, and other members of the Client and therefore it is the responsibility of the Client to ensure that they communicate the information accordingly.