

Rick Hansen Foundation Accessibility Certification (RHFAC) Registry (the "Registry")

**Hosted and operated by the Canadian Standards Association ("CSA Group")
on behalf of the Rick Hansen Foundation**

Registry Service Agreement
(Schedule B)

This Agreement sets out the terms on which the Service Provider offers to make the Registry available to you (the "User") and provide the Services to you.

BY CLICKING "AGREE" OR BY OTHERWISE ACCESSING OR USING THE REGISTRY OR SERVICES YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE REGISTRY OR THE SERVICES. IF YOU ARE DISSATISFIED WITH THIS AGREEMENT OR ANY RULES, POLICIES, GUIDELINES OR PRACTICES APPLICABLE TO THE REGISTRY OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE REGISTRY AND SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE REGISTRY OR SERVICES.

SAMPLE

1. Interpretation and Construction

For the purpose of this Agreement, unless the context otherwise requires, terms have the meaning set out below.

"Account" means the electronic account dedicated to the User including all information provided by the User to the Registry including the User's publicly accessible information and information accessible by only the User;
"Account Statement" means the periodic statement that will be provided or electronically available to the User reflecting the User's current Project, and related Account information;
"Agreement" means this Registry Services Agreement made between the Parties;
"Application" means the Rick Hansen Foundation Registry Application made by the User which includes the acceptance of Schedule A (Acknowledgement of Mandate) and Schedule B (this Registry Services Agreement) and other forms and declarations as may be applicable to have a Project rated and/or certified and Listed;
"Business Day" means as the context requires, a day when the host's offices located in Toronto, Ontario, Canada, and banks in Canada are open to conduct operations;
"Claims" has the meaning provided in Section 10.4 of this Agreement;
"Conditions of Service" has the meaning provided in Section 3.1 of this Agreement;
"Delist" means to remove Projects from the Registry or an Account, or the Service Provider otherwise identifying such Projects as de-listed, retired or archived;
"Effective Date" means the date on which the Service Provider receives from the User its complete and duly executed Application and required RHFAC Program documentation as well as payment for its initial application fee, if applicable;
"Event of Default" has the meaning provided in Subsection 9.1 of this Agreement;
"Force Majeure" means a flood, earthquake, storm, fire, major power outage or electricity grid interruption or a similar event or catastrophe or bombing, invasion, or other act of war, insurrection, terrorism, riot, strike that directly impacts the Project or the Registry, which prevents a Party from performing its obligations under the Agreement, which event was not: (i) foreseeable by; (ii) within the reasonable control of; or (iii) the result of the negligence of; the Party claiming the event, and which, by the exercise of due diligence, that Party is not able to avoid or overcome, but does not include an inability to pay;
"Joint Users" means a User registering a company with the intention of representing multiple stakeholders. Note: The User and the multiple stakeholders are defined as Joint Users;
"Rick Hansen Foundation Accessibility Certification™ Program" or "RHFAC Program" has the meaning provided in the program documentation created by the Rick Hansen Foundation, and found at http://www.rickhansen.com
"List" means the electronic posting of Project related information to an Account on the Registry, but does not include the informational posting of Projects that have been identified by the Registry as de-listed, retired, or archived and "Listing" and "Listed" shall have a corresponding meaning;
"Parties" means the parties to this Agreement;
"Personal Information" means any information about an identifiable individual excluding the name, title or business address or business telephone and fax number of an employee of an organization;
"Privacy Legislation" means any applicable provincial, territorial and federal privacy legislation currently in force, or passed into law during the term of the Agreement and all regulations made thereunder, as may be amended from time to time;
"Privacy Policy" has the meaning provided in Subsection 6.1.3 of this Agreement;
"Project" means the site the User declares is being or has been rated and/or certified in accordance to the RHFAC Program;
"Registry" means the Rick Hansen Foundation Accessibility Certification™ Registry which includes an internet-based interface available at: https://rhfac.csaregistries.ca/ ;
"Related Service Provider" has the meaning set out in Section 5.2 of this Agreement;
"RHFAC Professional" refers to a User contracted individual or entity with the appropriate qualifications to perform Project ratings under the RHFAC Program;
"Service Provider" means Canadian Standards Association, operating as CSA Group;
"User" has the meaning set out in the introduction to this Agreement.
"Services" means the services set out in the Schedule of Services and Fees forming part of this Agreement;
"Term" has the meaning provided in Section 13.1 of this Agreement;

2. Services

In accordance with the terms and conditions of this Agreement and the Application, the Service Provider shall act honestly and in good faith to provide to the User the Services as requested by way of the online web platform.

This includes but is not limited to:

2.1. The Service Provider shall make reasonable efforts to process all requests for Services within five (5) Business Days.

2.2. All information provided by the User to the Service Provider in relation to the Project will be posted to the Account. The Services Provider will not publicly list the Project on the Registry unless the User has opted-in to publicly list the Project after receiving and reviewing the rating results. Once the User chooses to publically list:

2.2.1. the following information will be accessible to the public,

2.2.1.1. the organization's information (name, general email, website, description, phone number, fax number, address); 2.2.2.

2.2.1.2. the site name and address rated and/or certified;

2.2.1.3. the name of the contact and email address for the site;

2.2.1.4. the results of the site's rating, including the final rating score, certification level, letter of certification and scorecard;

the following information will be posted to the Account, reflected in the Account Statement, and will be accessible by the User:

2.2.2.1. the Application and any information included in Subsection 2.3 of this Agreement;

2.2.2.2. all instructions for actions to be executed on the Registry in relation to the Application that has been received by the Service Provider from the User;

2.3. the information that the User has opted to publicly list under Subsubsection 2.2.1 of this Agreement shall be posted and accessible to the public following the Service Provider's receipt of the confirmation by the Rick Hansen Foundation Adjudicator (as defined in the RHFAC Program) as applicable to the Project and receipt of payment from the User to the Service Provider.

3. Conditions of Service

3.1. User covenants to comply with all of the following conditions of service, as applicable, as may be amended by the Service Provider from time to time in accordance with Subsection 7.2 of this Agreement (hereinafter the "Conditions of Service"):

3.1.1. the User will maintain the confidentiality of User's password and Account, and will be responsible for all activities which occur under User's account or password, unless a third party gains access to the account or password as result of an act or omission of the Service Provider. User agrees to immediately notify Service Provider of any unauthorized use of User's password, Account, or any other breach of security known to User;

3.1.2. the User has obtained all necessary authorizations and waivers from stakeholders with an interest in a Project in order to purchase the Services, register a Project and otherwise enter into, and perform its obligations under this Agreement;

3.1.3. if applicable, the User shall pay all fees owing to the Service Provider in accordance with Section 4 of this Agreement, before the Service Provider initiates and provides any Service requested by the User;

3.1.4. the User acknowledges that Service Provider is not responsible for the content of any of the information which is provided by or on behalf of the User in connection with the Services. The User shall bear full responsibility for the accuracy, completeness and currency of such information and for the use of or reliance on such information by the Service Provider, the Registry or any third party;

3.1.5. in particular, and without limiting the generality of the foregoing, the User shall:

3.1.5.1. provide the Service Provider with all information necessary, in accordance with clause 2.2 and the right to “opt-in,” to perform the Services, and to the extent necessary grant the Service Provider all rights of use and licenses, with a right of sublicense to the Rick Hansen Foundation, to use, reproduce, process and display, all such information, solely in connection with operating the Registry and providing the Services to you;

3.1.5.2. ensure that all information provided by the User to Service Provider with respect to the Services is complete, accurate, and complies with this Agreement and the RHFAC Program requirements, as applicable;

3.1.5.3. promptly provide the Service Provider with updated information if there is any change in any of the information provided by or on behalf of the User;

3.1.5.4. make reasonable efforts to promptly advise the Service Provider prior to undertaking any activity or becoming aware of any circumstances which may have an impact on the rating of the registered Project;

3.1.5.5. ensure that the provision of any information to the Service Provider in connection with the Services, the posting of such information on the Registry, and the sharing of such information with the Rick Hansen Foundation and other users of the Registry will not infringe on the intellectual property rights (or moral rights) of any third party; and

3.1.6. ensure that all the representations and warranties contained in Subsection 8.1 of this Agreement remain accurate during the Term of this Agreement the User acknowledges that the Service Provider or its agent(s) may, in order to maintain the veracity of the Registry and the documents posted therein, audit by way of requesting information necessary to substantiate the validity of the project listing(s) and registry account, and the User shall provide all reasonably requested information to the Service Provider or its agent entity conducting the audit.

3.1.7. the User acknowledges that the Registry was created for the purpose of allowing entities to register Projects that are rated and/or certified by the Rick Hansen Foundation in accordance with the RHFAC Program and that the Services Provider is only responsible for hosting the public registry listing services for RHFAC Program, whereas the Rick Hansen Foundation is responsible for the approval of the final rating and/or certification. Users are responsible for contracting with their RHFAC Professional;

3.1.8. the User acknowledges that Service Provider does not assume or undertake to discharge any responsibility of the User to any other party or for the compliance with applicable laws. The User shall be liable for compliance with all laws and standards relating to the Project, the Service Provider, the Registry and related information. Each of the User and the Service Provider agrees to comply with all applicable laws in the performance of its obligations under this Agreement;

3.1.9. while the Project is Listed on the Registry, the Service Provider may permit the User limited and non-exclusive use of references to the Service Provider and the Registry in accordance with the RHFAC Registry Label & Trademark Usage Guidelines which may be amended or supplemented from time to time. These guidelines will be available on the Registry. Label usages and/or purchases of decals and plaques are optional, and only available to publically listed certified Projects; and although the Service Provider has no obligation with respect to the content of any information provided by or on behalf of the User to the Service Provider or the Registry except as expressly provided in this Agreement, the Service Provider reserves the sole and absolute right to reject or delete from the Registry any such information and to Delist the Project if the User has breached any of the obligations, representations, warranties or covenants set forth in this Agreement.

4. Fees, Payment and Invoicing

4.1. The User will pay the Service Provider for the Services set out in the Schedule of Services and Fees displayed on the Registry as requested plus any and all applicable taxes. Invoices for fees will be sent electronically.

4.2. All payments owing to the Service Provider from the User are due on receipt and shall be paid no later than thirty (30) days from the date of the invoice. Payments are to be remitted to the Registry host in Canadian dollars.

4.2.1. a cheque or money order for all amounts owing (and, where applicable, including taxes and the GST registration number: 119441681RT0001) by the User payable to "Canadian Standards Association" which may be couriered or mailed to:

Canadian Standards Association
P.O. Box 1924, Postal Station A
Toronto, ON Canada M5W 1W9
Phone (780) 490-2048
Fax (416) 401-6779
E-mail: cash.receipts@csagroup.org

All fees paid by the User are non-refundable.

5. Conflict of Interest and Consent for Related Business Dealings

5.1. The Service Provider shall provide the Services in a manner that reflects the policies as they pertain to conflicts of interest with other business units and/or divisions of the Service Provider.

5.2. The User acknowledges that other business units and/or divisions of the Service Provider may engage in the business of providing independent third party verification and related services (such entities constituting a "Related Service Provider") and that nothing in this Agreement shall be interpreted as imposing upon a Related Service Provider any duty or obligation to refrain from participating in such businesses. The User acknowledges that nothing in this Agreement shall be interpreted as imposing upon the Service Provider any duty or obligation, whether fiduciary or otherwise with respect to the Services provided by the Service Provider and its relationship to the User, Related Service Providers and/or other business units and divisions of the Service Provider.

5.3. With respect to the Services, the Service Provider shall ensure that the Service Provider is impartial to any Related Service Provider in accordance with its policies and procedures, as may be amended or supplemented from time to time.

6. Information, Confidentiality and Disclosure

6.1. In accordance with Section 2 and the terms of this Agreement, the User hereby authorizes the Service Provider to publicly post information received from the User on the Registry and agrees that :

6.1.1. the information authorized by the User to be posted on the Registry will not contain any Personal Information or, in the alternative, that all required consents have been obtained for the disclosure of such Personal Information;

6.1.2. the information authorized by the User to be posted on the Registry will not contain any information which may be reasonably considered by the User or any third party to be proprietary or confidential information;

6.1.3. the User has received and reviewed a copy of the CSA Group Web Site Privacy Statement (the "Privacy Policy") which may be found at <http://www.csagroup.org/legal/privacy-policy/> and agrees to comply with its obligations under Privacy Legislation as applicable to the subject matter of this Agreement;

6.1.4. the User shall notify its employees and agents who are responsible for the matters contained in this Agreement of the legal provisions, duties and obligations of applicable Privacy Legislation and of the privacy provisions of this Agreement and shall instruct them to act accordingly; and

6.1.5. the User shall promptly notify the Service Provider in the event that the User becomes aware of a contravention or anticipated contravention of this Section 6 and the steps it proposes to take in order to address or prevent such contravention.

6.2. The Service Provider, Rick Hansen Foundation and the Registry shall be entitled to use all information received from the User for the purpose of posting on the Registry and on an aggregate, non-identifiable basis for statistical purposes for use by Rick Hansen Foundation and the Service Provider only in compliance with applicable laws.

6.3. Notwithstanding anything contained in this Agreement, the User acknowledges that data exchanged electronically and stored on the Registry may be intercepted or captured. The Service Provider agrees to use commercially reasonable efforts to ensure the confidentiality of such data, but assumes no responsibility for the unauthorized interception or capture of any communications or documentation. Similarly, the User acknowledges that access to internet services is not always reliable and that the Service Provider website and Registry may not be accessible at all times. The Service Provider will use commercially reasonable efforts to ensure that its website and the Registry are accessible to the User and to third parties as required.

6.4. Any notice, demand, request or other communication to be given or made under this Agreement to a Party shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile, by the Registry online account system or by electronic mail addressed to the recipient to the Party's address specified below or at such other address as such Party notifies to the other Party in writing from time to time, and will be effective upon receipt:

If to the Service Provider:

Canadian Standards Association
178 Rexdale Boulevard,
Toronto, ON M9W 1R3 Canada
Tel: (833)874-3222
Fax (613)565-5743
E-mail: rhfac.registry@csagroup.org

And, where the notice, demand, request or communication is of legal significance, or is provided pursuant to any of the notice provisions under this Agreement, to:

Canadian Standards Association
178 Rexdale Boulevard
Toronto, ON M9W 1R3
Attn: Legal Department

If to the User:

To the address provided at the time of registration, as updated by the User from time to time.

Communication shall be deemed to have been received on the fifth (5th) Business Day following mailing of such communication. Facsimile communication or hand delivery shall be deemed to have been received when sent. E-mail shall conclusively be deemed to have been delivered to the recipient at the time of receipt by the sender of an electronic "read" receipt, and the receiving Party hereby agrees to permit and arrange for such receipt to be generated and delivered electronically to the sending Party.

6.5. Where the User and the Service Provider choose to exchange data electronically, the Parties will use reasonable commercial efforts to ensure timeliness, and accuracy and confidentiality of transmissions, and to prevent fraud. However, the User and the Service Provider acknowledge that electronic data exchange is imperfect. Accordingly, if there are differences between an electronic document as received by the User from Service Provider and the document in its original form held by Service Provider (whether such original is electronic or otherwise), the document in its original form shall govern. The Service Provider neither assumes nor accepts any responsibility for the unintended delay, omission, or error relating to the electronic transmission or receipt of any communications or documents. The User agrees to make all reasonable commercial efforts to ensure the accurate electronic transmission of information to the Service Provider and acknowledges that Service Provider is relying fully on the accuracy and authenticity of all documents provided by the User electronically.

7. Amendments

7.1. The Parties acknowledge that this Agreement, which includes the Acknowledgement of Registry Mandate (Schedule A) and the Registry Services Agreement (Schedule B), has been entered into at a time when the RHFAC Program and the legal regime governing Rick Hansen Foundation registries are evolving and are subject to change. The User acknowledges that related amendments to any or all of this Agreement and the Services may be required in accordance with the terms of this Agreement.

7.2. The User acknowledges that the Service Provider reserves the right to periodically update and revise this Agreement, including the Services, and Fees. The Service Provider maintains an updating copy of these Terms and Conditions on the resources section of the Registry website (<https://rhfac.csaregistries.ca>). Any such amendments will be included on the Registry copy on the website. By continuing to use and access the Registry the User agrees to be bound by any amendments made by the Service Provider, unless the User has exercised its right to terminate in accordance with Section 13 of this Agreement. In the event that any amendments to this Agreement are relevant to Projects that have already been Listed by the Service Provider:

7.2.1. the Service Provider will ensure that such Projects are appropriately identified with the applicable version of the Agreement and fee structure in force on the date the Projects were Listed; and

7.2.2. the User shall be bound by the terms of the amended Agreement for any and all User requests for Services that will apply after the effective date of the Service Provider's notice of amendment.

7.3. In the event that applicable RHFAC Program changes prevent a Project from being listed by the Service Provider, the Parties agree that, as of the date of such change(s), the Service Provider will delist the Project without further charge to the User within ten (10) Business Days.

8. Representations and Warranties

8.1. The User represents and warrants that:

8.1.1. all the information provided by the User to the Service Provider in or pursuant this Agreement is complete and accurate and conforms to the requirements of the RHFAC Program, as applicable;

8.1.2. the provision of information to the Registry and the Service Provider by the User and the posting of such information on the Registry does not infringe on the intellectual property rights (including the moral rights) of any third party;

8.1.3. the User is duly empowered to execute this Agreement;

8.1.4. the User assumes sole responsibility for the security of any logins, passwords and registry IDs issued by the Service Provider to the User for accessing the Registry. User agrees to immediately notify the Service Provider of any suspected unauthorized use of the User's login(s), password(s), registry ID(s) or any other suspected breach of security; the User and the Project are in compliance with all applicable requirements of the RHFAC Program and RHFAC Registry Label & Trademark Usage Guidelines;

8.1.5. the User has the legal power and authority to request Services from the Service Provider and enter into this Agreement;

8.1.6. the User has all authorizations needed to conduct its business, carry out the Project and execute, and comply with its obligations under this Agreement and is not aware of any reason which would have the effect of impeding the continuance or renewal, in the ordinary course, of any such authorization;

8.1.7. the execution and delivery of this Agreement and the completion of the Services and Service requests contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of each of User, and this Agreement, upon execution, constitutes a legal, valid and binding obligation of the User, enforceable against it in accordance with its terms;

8.1.8. the provision of Personal Information disclosed by the User pursuant to this Agreement does not, and will not contravene the Privacy Policy or any Privacy Legislation;

8.1.9. no litigation, arbitration, administrative proceeding or other related action is currently pending or has been threatened and to the best of the knowledge after due inquiry of the User no claim has been made which is likely to impact or adversely affect the Project or materially impact or adversely affect any User;

8.1.10. all records (including reports, data, documents and any other form of information) provided to the Service Provider by or on behalf of the User are true and accurate and do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained herein or therein not materially misleading;

8.1.11. the participation of the User is voluntary and free from any inducement or coercion; and

8.1.12. none of the representations and warranties in this Subsection 8.1 omits any matter the omission of which makes any of such representations and warranties misleading.

8.2. The User acknowledges that it makes the representations and warranties in Subsection 8.1 of this Agreement with the intention of inducing the Service Provider to enter into this Agreement and that the Service Provider enters into this Agreement on the basis of, and in full reliance on, each of such representations and warranties.

9. Events of Default and Available Remedies

9.1. Any one of the following shall constitute an event of default ("Event of Default") under this Agreement:

9.1.1. any breach by the User of any covenant, provision, or condition of service set forth in this Agreement and such breach is not remedied within ten (10) Business Days of receipt of notice of such breach from the Service Provider;

9.1.2. any representation or warranty made by the User hereunder shall prove to have been false or misleading in any material respect when made, deemed made or repeated;

9.1.3. the User fails to have, maintain and have the authority to register all right, title and interest in, and benefits associated with the Project;

9.1.4. the User becomes insolvent, bankrupt or takes the benefit of any insolvency or bankruptcy statute, enters in a plan of arrangement for the benefit of its creditors, or makes a general assignment for the benefit of creditors;

9.1.5. any authority condemns, nationalizes, seizes, or otherwise expropriates all or any substantial part of the Project or, or assumes custody or control of the, or takes any action that would prevent the User from carrying out the Project, or complying with any of the User's obligations under this Agreement;

9.1.6. any authorization or waiver necessary for the User to purchase the Services from the Service Provider and perform and observe their obligations under this Agreement, is not obtained when required or is rescinded, terminated, lapses or otherwise ceases to be in full force and effect;

9.1.7. subject to Subsection 7.2 of this Agreement, this Agreement or any of its respective provisions:

9.1.7.1. is revoked, terminated or ceases to be in full force and effect without, in each case, the prior consent of the Service Provider, and such event, if capable of being remedied, is not remedied to the satisfaction of the Service Provider within sixty (60) days of the Service Provider's notice to the User; or

9.1.7.2. becomes unlawful or is declared void;

9.1.8. this Agreement is repudiated or the validity or enforceability of any of its provisions at any time is challenged by any entity in a manner that may have a material effect on the delivery of, and payment for, the Services and such repudiation or challenge is not withdrawn within sixty (60) days of the Service Provider's notice to the User requiring that withdrawal; provided that no such notice shall be required or, as the case may be, the notice period shall terminate if and when such repudiation or challenge becomes effective; the User fails to comply with any applicable law, regulatory action, or change in requirements, including regulatory and RHFAC Program requirements, and such failure has a material effect on the performance of the User's obligations under this Agreement;

9.1.9. the User fails to pay amounts (if any) owing to the Service Provider in accordance with Section 4 of this Agreement;

9.1.10. the Service Provider fails to provide the Services to the User in accordance with the terms of this Agreement, the User is in full compliance with all of its obligations under this Agreement and the Service Provider has not remedied such non-compliance within ten (10) Business Days of receipt of the User's written notice of such failure to comply.

9.2. If any Event of Default other than as set out in Subsections 9.1.10 has occurred and is continuing beyond applicable cure periods, the Service Provider may:

9.2.1. suspend or terminate this Agreement in accordance with Subsections 13.2, 13.4, 13.6 and 13.7 of this Agreement; and

9.2.2. exercise any and all other rights and remedies available to the Service Provider under this Agreement and in both law and equity.

9.3. If an Event of Default as set out in Subsections 9.1.4 of this Agreement has occurred:

9.3.1. the Service Provider may exercise any of the remedies set out in Subsections 9.2.1 and 9.2.2 of this Agreement; and

9.3.2. the User shall be liable to pay the Service Provider all costs incurred by the Service Provider to address the implications of such Event of Default.

9.4. If an Event of Default as set out in Subsection 9.1.10 has occurred and is continuing, the User may:

9.4.1. suspend or terminate this Agreement in accordance with Subsections 13.3, 13.4, 13.6 and 13.7, of this Agreement; and

9.4.2. subject to the Service Provider's limitation on liability as set out in Subsections 10.1 to 10.3, inclusive, of this Agreement, exercise any and all rights and remedies available to the User under this Agreement and in both law and equity.

10. Liability and Indemnification

10.1. THE USER ACKNOWLEDGES AND AGREES THAT NEITHER THE SERVICE PROVIDER NOR THE RICK HANSEN FOUNDATION WILL BE RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY FOR ANY LOSS (INCLUDING ECONOMIC LOSS), DAMAGE, LIABILITY OR CLAIM OF ANY KIND RELATING TO THE SERVICES, INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF THE INJURY OR DEATH TO PERSONS OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED, DIRECTLY OR INDIRECTLY, BY THE ACTIONS, INACTIONS OR NEGLIGENCE OR ANY OF THE USERS OR THE PROJECT.

10.2. NEITHER THE SERVICE PROVIDER, NOR THE RICK HANSEN FOUNDATION SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFITS OR REVENUE, DATA, BUSINESS OR GOODWILL), RESULTING FROM OR RELATING TO THE SERVICES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

10.3. WITHOUT LIMITING THE FOREGOING, THE SERVICE PROVIDER'S COLLECTIVE AND TOTAL LIABILITY TO ALL USERS FOR ANY LOSSES, COSTS, CLAIMS, AND DAMAGES ARISING PURSUANT TO THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO INSTANCES OF THE SERVICE PROVIDER'S NEGLIGENCE OR WILLFUL MISCONDUCT, AS DETERMINED BY THE DECISION OF AN ARBITRATOR IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND IN NO WAY SHALL EXCEED THE TOTAL FEES PAID BY THE USER TO THE SERVICE PROVIDER.

10.4. The User will[, excepting Canadian Federal and Provincial Government agencies where legislative exclusion applies,] indemnify, defend and hold harmless the Service Provider and the Rick Hansen Foundation, and each of their respective affiliates, divisions, business units, and agents, sub-contractors, members, shareholders, advisors, officers, directors and employees (collectively "Covered Parties") on demand against any claims, loss, cost, judgment, award, expense (including reasonable legal fees), damage or liability (collectively, "Claims") that any Covered Party or any other party might suffer or incur in connection with, or arising directly or indirectly out of the Services, including, without limitation:

10.4.1. the Project;

10.4.2. applicable RHFAC Program requirements; and

10.4.3. any breach of this Agreement;

except to the extent that such Claim arises out of the Service Provider's negligence or willful misconduct, as determined by the decision of an arbitrator in accordance with the terms of this Agreement.

10.5. By accepting or approving anything required to be accepted or approved by the User pursuant to this Agreement, the Service

Provider shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by the Service Provider.

10.6. The provisions of this Section 10 shall survive the expiration or termination of this Agreement to the full extent permitted by law.

11. Force Majeure

11.1. Each Party is excused from performance of its obligations under this Agreement if such obligations cannot be performed due to a Force Majeure, but only:

11.1.1. for the duration of that Force Majeure;

11.1.2. if the Party claiming the Force Majeure gives the other Party prompt written notice within five (5) days of the initial occurrence and all reasonable details of the existence and continuance of Force Majeure; and

11.1.3. for so long as the Party claiming a Force Majeure takes all reasonable steps to mitigate the Force Majeure

11.2. If any material obligation under this Agreement is not performed due to Force Majeure for more than ninety (90) consecutive days or for more than ninety (90) days in any one hundred and eighty (180) day period, the Party not claiming the Force Majeure has the right to suspend its obligations under this Agreement without affecting any other obligation under this Agreement not affected by the Force Majeure or terminate this Agreement in accordance with Section 13 of this Agreement.

12. Dispute Resolution and Governing Law

12.1. All disputes arising out of or in connection with this Agreement shall, to the extent possible, be settled amicably by negotiation between the Parties within sixty (60) days from the date of written notice by a Party of the existence of such dispute. If, within sixty (60) days after written notice of the existence of a dispute, the Parties do not resolve the dispute, then such dispute shall be settled finally through arbitration in accordance with this Section 12.

12.2. The arbitration shall be conducted under the Arbitration Act (Ontario) in effect on the date of this Agreement. Such dispute shall be referred by the Parties to a single independent arbitrator who shall be agreed upon by the Parties to the dispute. Failing such agreement within four (4) weeks after notice by any Party, then an arbitrator may be named as provided in the Arbitration Act.

12.3. The legal place of arbitration shall be Toronto, Ontario, Canada as the Parties hereby agree that this is the most appropriate and competent jurisdiction for the resolution of disputes related to this Agreement. The decision of the arbitrator shall be rendered in writing with all reasonable speed and shall be final and binding upon the Parties and shall not be subject to appeal or to judicial review, by certiorari or otherwise, by any court or tribunal whatsoever. The language to be used in the arbitral proceedings shall be English. Any monetary award shall be made and paid in Canadian dollars

12.4. Except as required by law, neither a Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties. Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration.

12.5. This Agreement shall be governed by and shall be interpreted in accordance with, and the Parties shall attorn to the exclusive jurisdiction of, the laws of the Province of Ontario and the laws of Canada applicable therein, regardless of the place of execution and without regard to conflict of law provisions.

13. Term, Termination and Renewal

13.1. This Agreement has an initial Term of five (5) years commencing upon the Effective Date. The Term will renew automatically for successive one (1) year periods unless terminated by a party in accordance with the terms of this Agreement.

13.2. The Service Provider may terminate this Agreement if:

13.2.1. the Service Provider, at its sole discretion, chooses to discontinue the Registry and Services;

13.2.2. at the time, the Service Provider is not in material breach of this Agreement and an Event of Default stipulated in Subsections 9.1.1 through 9.1.6 has occurred and is continuing beyond applicable cure periods; or.

13.2.3. expressly instructed to do so by Rick Hansen Foundation, in which case Subsections 13.4, 13.6 and 13.7 of this Agreement shall apply.

13.3. The User may terminate this Agreement if, at the time, the User is not in material breach of this Agreement and an Event of Default stipulated in Subsubsections 9.1.6 through 9.1.8 has occurred and is continuing, in which case Subsections 13.4, 13.6 and 13.7 of this Agreement shall apply

13.4. If the Service Provider or the User terminates this Agreement pursuant to Subsections 11.2, 13.2 or 13.3, the terminating Party shall give the non-terminating Party written notice of termination specifying the reasons for termination and a termination date. The termination date shall be the date specified in the notice of termination given by the terminating Party, which shall be no less than thirty (30) days and no more than ninety (90) days after the date the notice of termination is given.

13.5. This Agreement may be terminated without cause by any Party upon ninety (90) days advance written notice, in which case Subsections 13.6 and 13.7 of this Agreement shall apply.

13.6. With respect to the Parties' obligations and liabilities under this Agreement, each Party shall:

13.6.1. perform all covenants and obligations under this Agreement up to and including the termination date, and remain liable to the other Parties in respect thereof; and

13.6.2. be released from all obligations and liabilities under this Agreement arising after the termination date except for those obligations and liabilities set forth in Sections 6, 8, 10, 12 and 13, Subsections 14.7, 14.8, 14.9, and 14.10.

13.7. Upon the termination of this Agreement, the Service Provider shall have the right to Delist or accordingly identify the Project as such on the Registry, and to deny the User access to any non-public portion of the Registry. In order to document the Services, the Service Provider may retain all information relating to the Project and shall not be obligated to return any materials to the User. The User must immediately cease and desist all reference to the Service Provider and the Registry and use of the Registry's and the Service Provider's registered trademarks, except as otherwise may be provided for under separate agreement. Termination shall not relieve the User of its obligation to pay all outstanding accounts and to indemnify the Service Provider under the terms of this Agreement.

SAMPLE

14. General

14.1. **Non-Assignability.** This Agreement shall not be assigned by the User without the written consent of the Service Provider. Upon the written request from the User to assign this Agreement to another party (the "Assignee") and receipt of documentation sufficient in the Service Provider's judgment to confirm the legal status of the User and Assignee, and the transaction and relationship between them, the Service Provider will prepare new documentation to be signed by the Assignee confirming that the Assignee will be bound by this Agreement, where the above requirements have been satisfactorily met in the Service Provider's sole and absolute discretion. This Agreement shall be binding upon and for the benefit of the User and the Service Provider and their respective successors, administrators, heirs, executors, and personal representatives.

14.2. **English Language.** The Service Provider and the User hereby acknowledge that they have required that this Agreement and all documentation, notices and judicial proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Les parties aux présentes reconnaissent avoir exigé que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentés à la suite des présentes ou se rapportant directement ou indirectement à la présente convention, soient rédigés en anglais.

14.3. **Severability.** If any part or parts of this Agreement are held to be invalid, it shall be deemed to be severed to the extent of the invalidity, and the remaining parts of the Agreement will continue to be valid and enforceable.

14.4. **Waiver.** No waiver, alteration or modification of any of the provisions of this Agreement will be binding unless in writing and signed by a duly authorized representative of the party to be bound. Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers or remedies.

14.5. **Relationship of the Parties.** The Service Provider and the User shall not represent themselves as the agent or legal representative of the other or as a participant in a joint venture with the other for any purpose whatsoever, nor shall the Service Provider or the User have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.

14.6. **Joint and Several Liability.** In the event a User executes this Agreement representing Joint Users the obligations of the Joint Users hereunder are joint and several. Each of the Joint Users undertakes absolutely, unconditionally and irrevocably, jointly and severally, as primary obligor and not as a surety, to perform all obligations under this Agreement of the Joint Users in accordance with the terms of this Agreement. Each of the Joint Users is jointly and severally liable for the obligations of any of the Joint Users under this Agreement.

14.7. **Enforcement of Remedies.** Each of the Joint Users hereby acknowledges that, to the extent permitted by applicable law, the remedies provided hereunder, including for greater certainty the remedies provided to the Joint Users under this Agreement, are for the benefit of the Joint Users collectively and acting together and not severally and further acknowledges that its rights hereunder are to be exercised not severally, but collectively.

14.8. **Entire Agreement.** This Agreement contains the complete and exclusive understanding of the Parties with respect to the matters contained herein, and supersedes any previous agreements or representations. If there is any discrepancy between this Agreement and any future agreement between the Parties, this Agreement shall prevail to the extent of the discrepancy, unless that future agreement specifically provides otherwise and is executed by a duly authorized representative of the Service Provider.

14.9. **Saving of Rights.** The rights and remedies of the Service Provider in relation to any misrepresentation or breach of any provision on the part of any of the User shall not be prejudiced by any investigation by or on behalf of the Service Provider into the affairs of each or all of the User, by the execution or the performance of this Agreement or by any other act or thing which may be done by or on behalf of the Service Provider in connection with this Agreement and which might, apart from this Section, prejudice such rights or remedies.

14.10. **Further Assurances.** The User shall, from time to time and at all times perform such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully carry out and perform the Services in accordance with the terms and process set out in this Agreement. Without limiting the generality of the foregoing, the User shall promptly execute and deliver, upon the reasonable request of the Service Provider, all such other and further documents as may be reasonably required to more fully state the obligations of any Party to this Agreement, and/or make any recording, file any notice or obtain any related consent.