

## Communitech Start & Scale Terms of Service

Communitech's mission and mandate is to help startups and scale-ups start, grow and succeed. Our team is here to guide you on your entrepreneurial journey, assist with commercializing your product and get you to where you want to go. In order to provide you with programming and advisory services, there are various pieces of information that we'll need from you. These requests help us to improve our service and promote the strength of the tech ecosystem. Details about what we both give and get are included in the agreement below.

Just in case you don't have a law degree, we've added a plain-language explanation to each section of our Terms of Service. None of us like reading the legal nitty-gritty, but it's important to protect both sides of our relationship. If anything in the Terms makes you scratch your head, just ask your Customer Success Manager and we'll make sure it's clear.

This terms of service (these "**Terms**") is a legal agreement between Communitech ("**we**", "**us**", "**Communitech**" or "**our**" as context dictates) of 151 Charles Street West, Kitchener, Ontario N2G 1H6 and the client named below ("**Client**", "**you**" and "**your**" as context dictates) regarding your use of all services that may be provided to you by or on behalf of Communitech (the "**Services**"). The Services may include mentorship, educational and informational services including providing information about business planning, sales, marketing, talent access, financing, funding strategies and other applicable topics to support starting and scaling a technology business. The Services are subject to the following terms of services, effective as of the date they were or are first provided to you.

Everyday language summaries on each header and within the Terms of Service are provided for convenience only and are not legally binding. Please read the entire Agreement for a complete picture of the terms. These Terms govern your activities as a Client, and ours as a Service Provider.

### Terms of Membership:

The following types of organizations are disqualified from being a Communitech client/tenant:

- Companies that promote violence, incite hatred or discriminate on the basis of race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.
- Companies deemed to be profiting in any way from financially-vulnerable people.
- Companies that operate any form of sexually exploitive business.
- Political parties, governments or companies owned by anyone holding political office at any level of government.
- Any company or organization that otherwise doesn't operate within generally accepted Canadian standards of conduct, an assessment left solely to Communitech's discretion.

**What this means:** In life, we are all judged by the company we keep and it is no different at Communitech. We have been successful over the years with our client success because we are selective in who we work with. Our ability to help you is rooted in part in our networks and reputation, these Terms of Membership are intended to ensure Communitech resources are devoted to companies that align with our guiding principles. That way, everyone wins.

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## **THE PARTIES AGREE AS FOLLOWS:**

### **1) Client data - you agree to provide info about your business to Communitech**

By working with us you agree to provide information as we request. You agree to provide us with the requested information such as business address, business name, business structure and/or ownership, CRA number, capital raised, grants received, employee counts, revenue generated and number of patents filed. This information may be requested and reported at a company level or at an aggregated level (i.e. non-specific to particular companies) for reporting purposes. When requested, you will provide information (including through surveys as appropriate) to us in a timely manner. Failure to respond to reasonable requests for information may result in the termination of our services to you. Any data gathered will be treated subject to the requirements of the Confidentiality clause in these Terms. For further clarity, key company data gathered for Communitech's purposes reporting is stored and accessed with the highest standards of data security.

**What this means:** We are mandated by the parties that provide us with funding (i.e. the government - federal, provincial, municipal) to collect and share data that demonstrates that the companies we support (that's you) are creating a positive economic impact in Waterloo Region and beyond. To demonstrate this, we take the data that you share with us and pass it along - showcasing how many jobs have been created, how much capital raised - and all that fun stuff. Essentially, this is our scorecard with our investors. Without sharing the data that we need, we won't continue to receive the funding that allows us to provide our free and/or highly subsidized services.

### **2) Confidentiality: we won't disclose information unnecessarily**

Each party will use commercially reasonable efforts to protect the other party's Confidential Information (defined below). Despite the foregoing, we may leverage its network (including for example external advisors and mentors) to provide the Services, and may share high level

Confidential Information regarding your business or technology with its network for the purpose of providing the Services or supporting the provision of services to Canadian startups and innovative companies generally. We may also disclose more detailed Confidential Information about you: (a) to external advisors that are legally obliged to maintain the confidentiality of this information; (b) to others after your verbal or written consent; or (c) to the government as outlined above.

**“Confidential Information”** means all confidential information relating to a party or its business, strategies, pricing, personnel, suppliers, products or services, but excludes information that the recipient proves: (a) was lawfully in its possession before receiving it from the discloser, (b) was provided in good faith to it by a third party without breaching any of discloser’s rights or any rights of a third party, or (c) is or becomes generally available to the public through no fault of the recipient. For clarity, the above obligations do not prohibit Communitech from using any know-how, techniques and information developed or learned by, and retained in the unaided memory of, one or more of the Communitech Personnel who provided Services.

**What this means:** We will keep your sh!t locked down. We know that your business data is of strategic importance to you and we take our obligation for confidentiality very seriously. We do, however, occasionally have to share data to secure additional services for you to or to demonstrate economic impact to our government partners.

### **3) Personal Data: We are committed to protecting your privacy in accordance with our privacy policy. If you have any questions, please reach out to us**

You will not disclose any personal information to us, unless you have obtained consent from the applicable person allowing us to collect, use and disclose that information as necessary for Communitech to provide the Services, or unless we are otherwise permitted by law to collect, use and disclose that information without consent. You expressly consent to us keeping personal information collected from you in its files and consent to the disclosure of your personal information in order to provide you with the Services. Communitech’s use of personal information provided by you will be limited to that which is reasonably necessary to provide the Services, improve its services, create aggregate information, or to provide you with related information that we believe may be of interest. We may disclose personal information received from you to Communitech’s employees, contractors, suppliers, agents, consultants and advisors, provided that such individuals or organizations are required to maintain the privacy of the information. Communitech may also disclose such information where required by law, or as described in Communitech’s Privacy Policy.

**What this means:** Like your business data, we also understand the personal information we receive about you or other members of your team is important to protect and keep confidential. We apply recognized principles to safeguard your personal data and we’ll keep everything that you need us to on the down low.

#### **4) Fees: what you might need to pay for**

For certain Services, you may be expected to pay fees. This includes, but is not limited to, an annual fee for membership at Communitech, Communitech Academy courses, select events, etc. For tech firms with 20 or fewer employees, the annual membership fee is waived. Specific membership benefits are described at [communitech.ca/membership](https://communitech.ca/membership). These benefits may include the assignment of an Advisor or Customer Success Manager who, amongst other things, can help connect you to the applicable, stage-specific Services.

**What this means:** Most startup activities through Communitech will be provided to you free of charge or at minimal cost. Scale-ups with over 20 employees in Ontario will pay membership fees based on the size of their organization. For some specific events or programs, additional fees may be required.

#### **5) Disclaimer: our advice is just that, advice, not a guarantee**

All decisions and actions taken by you in connection with its business or otherwise that may be based upon any information, advice or suggestion received from a Communitech advisor are solely the responsibility of you. You acknowledge that any information, advice or suggestions provided by Communitech or its employees, volunteers or contractors (collectively, “**Communitech Personnel**”) are for educational purposes only and do not constitute financial, business or legal opinions of any kind. You must not rely on any of that information, advice or suggestions without obtaining your own independent financial, business and legal advice. The Services are completely “AS IS” and we disclaim all representations, warranties, guarantees, and conditions of any kind to a client in relation to the Services.

We are providing advice based on the information we have and our judgment. We want to help your business succeed but our advice does not guarantee any specific outcome.

**What this means:** We aren't flying by the seat of our pants over here - but we are providing advice to each of our members based on the information available to us, with the hope and goal of helping your business succeed. This is on a best effort basis - we want to help your business succeed but our advice does not guarantee any specific outcome. We can't be held responsible or accountable for what happens with your business. We will, however, be there to congratulate you on your successes and help you navigate any challenges that you may encounter. Basically, we're here for you, we're rooting for you and we promise to do our absolute best to help you in whatever way you need.

## 6) We support all entrepreneurs

Reciprocal Non-Exclusivity. Nothing in these Terms of Services shall be construed as precluding or limiting in any way our right to provide similar Services to any person or entity as Communitech deems appropriate or for the company to receive services from other entities similar to us.

**What this means:** We work with multiple companies in many sectors and some of them may be your competitors. As per the confidentiality clause, your data and company information will never be shared with other members or companies in the Communitech network. We'll disclose conflicts amongst our advisors so you can decide with whom you work. You are also free to work with anyone you choose to, including ones that resemble us.

## 7) Client IP and IP Rights

You will retain ownership of any work product created by you in connection with the Services and any background technology owned by you prior to receiving the Services, including all intellectual property rights therein (collectively, the “**Client IP**”).

You will from time to time receive materials from advisors or from courses/boot camps/other programming which is offered by us directly or indirectly. Unless otherwise specified in writing at the time of receipt by you, all such material is subject to copyright and other intellectual property rights and no rights are granted to you in those content other than for the purposes for which the content was initially shared with you.

**What this means:** In order to provide you with business support, we need to know certain things about your business, but your IP is and always remains yours. Communitech does not take ownership in a client's IP. We also may be providing you with content where our licensors retain all rights - i.e. through our webinars, workshops and the like.

## 8) Restricted actions

You will not, nor allow any of your representatives to: misrepresent your identity; make use of our Services to do anything other than to carry out activities which are normally related to activities conducted using our Services; violate any Laws; make statements about us on any topic, particularly regarding our Services, which could reasonably be considered false or misleading; willfully tamper with the security of our Services, including attempting to probe, scan or test the vulnerability of any of our websites or to breach its security or authentication measures; share any sensitive data with us which, in the normal course of events, would demand special handling and introduce a security burden on us that is not agreed upon by us in writing in advance of receipt of such data; transmit any information, through our Services or in any other manner, which may be: (1) unlawful, threatening, abusive, libelous, defamatory, harassing, fraudulent, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane; (2) in violation of a third party's intellectual property rights; or (3) is considered

“spam” (including machine or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation or any form of lottery or gambling); (4) contains or installs any viruses, worms, malware, Trojan horses or other content that is designed or intended to disrupt, damage or limit the function of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or (6) violates the privacy of any third party; or attempts to gain unauthorized access to our Services or our computer systems or networks through hacking, password mining or any other means.

**What this means:** We’re a cool bunch but we need to keep things professional. We ask that you enjoy our services within the normal boundaries of the average client-service relationship. Anything off-side or inappropriate may mean the cancellation of your use of our Services or other potential actions.

## **9) Credit: making our role known**

Communitech requests that you acknowledge Communitech as a source of support in publicity, where appropriate. You agree however that you shall not, without our prior written consent in each instance, use the trademarks or logo of Communitech in any advertising, publicity or otherwise. We reserve the right to publicly identify you as our client.

**What this means:** We would like to make sure that both your business and Communitech’s corporate brand are represented in a consistent manner - one that also provides clarity to the nature of our relationship. Members may use the "Proud member of Communitech" logo lockup, with permission, on member-owned collateral. Please follow the available logo guidelines - and let us know if you have any questions.

## **10) Termination: either of us can walk away at any time**

Either party may, upon providing written notice, end its relationship with the other party, provided however, you may still be subject to any reporting obligations which apply. All rights that we or our licensors grant you in our programming material, except for any irrevocable rights in any materials provided to you for your use, shall terminate if you decide to no longer utilize our program offerings.

Sections 1, 5, 6, 8, 9, 11, 12, 13, 14, 16, 20, 21 and this Section shall survive termination of these Terms.

**What this means:** We’re not bound to keep working together if one or both of us decide it’s not working out.

## 11) Indemnification: scenarios where you will cover us

You will indemnify, defend and hold Communitech and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors harmless from and against any and all claims, liability, losses, costs and expenses (including costs and legal fees) incurred in connection with (a) your or your representatives' use of the Services; actions that result in injury or death of a person, or loss or destruction of our or a third party's property; untruthfulness or inaccuracy regarding any information provided to Communitech by you; negligence, willful misconduct or fraud; or (b) your IP (including any alleged or actual violation of third party's intellectual property rights) or any products, services or business associated with you. You agree to cooperate with Communitech's defense of such claims to the extent Communitech decides, solely at its discretion, to control the defense of such claims.

**What this means:** You agree to take care of and protect Communitech in the event that you or your organization commits an action that causes us harm (fraud, death, injury - the works) or causes a third party to engage legal recourse against Communitech (sues us, basically).

## 12) Limitation of liability: limits on risk exposure

We disclaim all liability to Client other than in respect of a refund of fees for Services which you were charged in advance for but did not receive because we cancelled them and did not reschedule the Services. Neither you or we will be responsible for any indirect, incidental, special, consequential or exemplary damages arising from or relating to your use of our Services. This includes, but is not limited to, any loss of profit, earnings, anticipated earnings, interruption or loss of business, or any consequential losses, problems, or fault howsoever arising out of the use of our Services. Our total liability to you for all damages whatsoever in relation to the Services you receive from us will not exceed the greater of: (A) \$500 or (B) the total amounts you paid to us (if any) in the 6 months immediately preceding the date of the most recent claim that gave rise to the liability.

Except in respect of your indemnification obligations which are not constrained by this section, your total aggregate liability of for all claims arising under or related to any Service provided by us, under any and all theories of liability (including without limitation breach of contract, breach of warranty, negligence, bailment, tort, and strict liability), will not exceed the total amount paid by you to us for the services to which the claims relate during the 12 months immediately preceding the date of the most recent claim that gave rise to the liability. Should a jurisdiction that does not allow the exclusion of incidental, special or consequential damages apply to our Terms, the total liability to you or any person in connection with any incidental, special or consequential damages shall be limited by the above paragraph of this section.

**What this means:** As a non-profit, we hope to limit our liability and we don't want to see you incur any extra risk either. Please don't violate these Terms and play nice with others, and with us, and you'll likely never have to worry about the legalese here.

### **13) Governing law: which regional rules apply**

These Terms shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

**What this means:** We're all going to follow the law. Laws of Ontario and of Canada.

### **14) Dispute resolution**

Suggestions or complaints about us, the services or any related person or items should be made first to your Startup Advisor or Customer Success Manager and if not resolved, escalated to the VP, Start & Scale or the CEO of Communitech.

Any dispute arising in respect of the Services you receive which cannot be resolved by discussion between you and Communitech shall be determined solely and exclusively by arbitration administered by a jointly selected arbitrator under the rules of the Arbitration Act (ON) ("**Rules**"). The arbitration shall be conducted in the English language in the Waterloo Region in Ontario, Canada by one arbitrator. If the parties are unable to agree on the arbitrator, the arbitrator shall be selected under the Rules. Except as otherwise provided herein, the arbitrator's award shall be limited to compensatory damages against either party. The decision by the arbitrators shall be binding and conclusive on the parties and such determination shall constitute an award pursuant to an arbitration upon which judgment of a court having jurisdiction may be entered. The arbitration proceedings shall be as confidential and private, as permitted under law. Materials submitted in connection with such proceedings shall not be admissible in any other proceeding, provided, however, that this confidentiality provision shall not prevent a petition to vacate or enforce an arbitral award, and shall not bar disclosures required by law or to any governmental authority to which Communitech reports in respect of services provided to clients.

**What this means:** We agree to not fight in court.

### **15) Relationship of parties: we're just friends**

The parties are independent contractors. Neither party is the agent, partner or employee of the other party.

**What this means:** Both you and Communitech make decisions independently.

## **16) Enurement: agreement is only limited to certain parties**

These Terms will be binding on and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right or benefit of any nature whatsoever.

**What this means:** These Terms only apply to us, you, and anyone in the future who legally assumes the responsibilities of your company and / or of Communittech.

## **17) Interpretation: please do read the legalese**

The headings in these Terms and the explanatory notes are inserted for convenience and reference only and are in no way intended to describe, interpret, define, affect the construction of or limit the scope, extent or intent of these Terms.

**What this means:** We've done our best to break down the legal speak and language in this document - but you should focus on and read the real deal text. The information in each of the headings and "what this means" sections were added contextually. They are not technically a part of the agreement, but they're our way of trying to help break down all the legal jibber jabber.

## **18) Entire agreement: these terms are the primary terms of services in respect of the services you receive**

These Terms constitute 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. The parties acknowledge that certain other policies and terms of services ("**Other Rules**") in respect of utilization of the Communittech space or utilization of its infrastructure may also exist and generally apply to you. To the extent there's a conflict between these Terms and such Other Rules, these Terms will govern. Communittech may, in its sole discretion, modify or update these Terms from time to time, and post the update online at Communittech.ca. Your continued use of the Services after any such change constitutes your acceptance of the revised Agreement.

**What this means:** As a client of Communittech, you are bound by these Terms primarily when you receive Services. However, since Communittech offers a lot of benefits to members, other rules may also apply to you in respect of other things you avail through us (i.e. space at one of our hubs, participation in one of our events). But in respect of your Services, the terms here will rule.

## Other stuff our lawyers want you to know

### **19) Independent legal advice – you may choose to have someone explain your legal risks**

You may obtain independent legal advice regarding these Terms and its effect on you. You have either obtained such advice or voluntarily chosen not to do so.

**What this means:** You are welcome to have a lawyer review this document before starting to use our Services, since the terms here will apply to you.

### **20) Feedback and suggestions**

You provide us an irrevocable, royalty-free license to utilize any feedback and suggestions you make to us. We don't have the obligation to make any use of such feedback or suggestions. You will not have any expectation for remuneration or acknowledgement for such use by us.

**What this means:** Your advice is free and without conditions.

### **Severability – when certain clauses don't apply**

If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall apply to the term or provision only to the extent of that invalidity or unenforceability, and shall not affect any other term or provision of these Terms.

**What this means:** If a term in this agreement is found to be illegal, invalid or unenforceable in any way - the clause of that term is severed, not the entire Terms of Service.

### **21) Force Majeure – when the uncontrollable happens**

No party will be liable for any non-performance or delay in performance by that party that is due wholly or in part to fire, flood, any act of God, riot, act of war (whether or not declared), terrorism, change in law or any other cause beyond the reasonable control of the party.

**What this means:** Sometimes really uncontrollable stuff happens – like a tornado filled with sharks, killer bees or you know, a global pandemic. In case any of this completely out of our and your control sh!t happens, you and Communittech won't be held liable for non-performance - but we'll still not be free to breach other aspects of the Terms (confidentiality or restrictions found in the Terms).