

**NORTH FORGE FABRICATION LAB
LICENCE AGREEMENT**

This Agreement is made between 7298375 Manitoba Association Inc. (“North Forge”) and the Licensee named in Item 1 below (the “Licensee”) on the date the FabLab™ Membership Registration is submitted online.

WHEREAS:

A. North Forge is the tenant on the third floor at 125 Adelaide Street, Winnipeg, Manitoba, R3A 0W4 and the tenant at 312B William Avenue, Winnipeg, MB R3A 1P9 (the “Premises”)

B. The Licensee desires to obtain non-exclusive access and use for a limited period of time to the fabrication lab space, tools and equipment (collectively, the “Space and Equipment”) leased or owned by North Forge at the Premises and North Forge agrees to grant the Licensee a licence for such purposes. The term “Space and Equipment” does not include desks located at the Premises.

NOW THEREFORE in consideration of the terms and conditions hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

1. <u>Licensee</u>	Business Name: As per online FabLab™ Membership Registration submission Contact Name: As per online FabLab™ Membership Registration submission
2. <u>Licensee Particulars</u>	Type of Membership: As per online FabLab™ Membership Registration submission Address: As per online FabLab™ Membership Registration submission Phone No.: As per online FabLab™ Membership Registration submission E-mail: As per online FabLab™ Membership Registration submission
3. <u>North Forge Particulars</u>	Address: 125 Adelaide Street, 3 rd Floor, Winnipeg, MB. R3A 0W4 Phone No. 204-262-6400 E-mail: info@northforge.ca
4. <u>Parent/ Guardian</u>	Complete and sign Schedule A to this Agreement if Licensee is under 18 years of age.
5. <u>Term</u>	The term of this Agreement is as per the online FabLab™ Membership Registration membership level (the “Term”) and will renew indefinitely for either monthly, quarterly or annual terms, unless terminated earlier as herein provided.
6. <u>Fees</u>	During the Term or any renewal thereof, the Licensee shall also pay to North Forge a license fee as outlined in the online FabLab™ Membership Registration submission membership level, plus applicable taxes, on the date of renewal. The license fee does not include access to and use of (i) storage lockers and space located at the Premises; (ii) materials (for example wood, plastic, resin, metal, ceramic) for the Space and Equipment; and (iii) certain 3D printing materials. Separate fees are charged for these items and materials as set out in the guidelines and procedures established by North Forge from time to time in its sole discretion. North Forge reserves the right to change the amount of any fee at any time upon 30 days’ written notice to the Licensee.
7. <u>Business Membership</u>	If the Licensee is an entity and has a business membership, only one employee of the Licensee can access and use the Space and Equipment unless the Licensee pays a business membership licence fee for each employee. The Licensee will cause each of its employees to complete and sign Schedule B to this Agreement prior to accessing and using the Space and Equipment.

<p>8. <u>No Warranty & No Liability</u></p>	<p>THIS SECTION LIMITS NORTH FORGE'S LIABILITY TO YOU. PLEASE READ CAREFULLY.</p> <p>North Forge provides the Licensee with the opportunity to attend at the Premises and to access and use the Space and Equipment on an "as is" basis, as a service, and not as a lease of real property, and disclaims all warranties, representations and conditions, whether express, implied or statutory, including but not limited to, merchantability or fitness for a particular purpose or use. There is also no warranty of title, quiet enjoyment or possession.</p> <p>North Forge shall not be liable nor responsible for:</p> <ul style="list-style-type: none">• any loss or damage caused by death or personal injury sustained by the Licensee or its invitees or for any loss or damage to any property belonging to the Licensee or its invitees.• any interruption, cessation, or failure in the Premises or in the Space and Equipment or in the supply of utilities, services or systems in, to or serving the Premises or the Space and Equipment, whether they are supplied by North Forge or others, and the Licensee shall not be entitled to a refund of any fee paid under this Agreement.• the confidentiality, infringement, theft, safety or well-being of equipment, projects, work product, tools and personal items belonging to the Licensee and left on the Premises. North Forge assumes no liability in the event confidentiality is compromised or infringement is alleged. <p>In no event shall either party ever be liable to the other party for special, indirect, consequential, or incidental losses or damages; provided that the foregoing shall not apply to any claim or demand from a third party.</p>
<p>9. <u>Licence</u></p>	<p>Subject to the terms and conditions of this Agreement, North Forge hereby grants a non-exclusive and non-sublicensable right and license to the Licensee to access and use the Space and Equipment for the Term and any renewal thereof as set out in this Agreement and as set out in the guidelines and procedures established by North Forge from time to time in their sole discretion (the "Licence"). The right and license granted to the Licensee hereunder is a licence only, and shall not under any circumstances constitute a lease between the parties and does not create an interest in the Premises. No legal title or leasehold interest in the Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained herein.</p> <p>The Licence shall be subject to the Licensee attending a standard orientation and safety training course provided by North Forge on the use of the Space and Equipment prior to use and access of the Space and Equipment.</p> <p>The Licensee and its invitees shall be bound by all guidelines and procedures provided by North Forge from time to time within its sole discretion and all such guidelines and procedures shall be deemed incorporated into and form part of this Agreement.</p> <p>North Forge may adjust or limit the amount of time the Licensee accesses and uses the Space and Equipment in the event that North Forge, in its sole discretion, acting reasonably, determines that the Licensee is excessively using the Space and Equipment to the detriment of the rights and licenses of other licensees of North Forge.</p> <p>The Licence shall not extend to any employees, agents, guests or invitees of the Licensee unless otherwise provided for in this Agreement.</p>

<p>10. <u>Use of Equipment & Space</u></p>	<p>The Licensee shall not conduct any upgrades to the Space and Equipment without the prior written consent of North Forge. The Licensee shall immediately notify North Forge of any accident, lost, defect, stolen and/or damaged Space and Equipment. The Licensee shall at its sole cost be responsible for the actual cost value of lost, stolen and/or damaged Space and Equipment, except in the case of reasonable wear and tear. The Equipment shall at all times be and remain the exclusive property of North Forge and the Licensee will have no right of property in the Space and Equipment except to use the Space and Equipment on the terms and conditions in this Agreement.</p>
<p>11. <u>Key Fobs</u></p>	<p>Key fobs provide the Licensee with access to the Premises. Lost key fobs must be reported to North Forge within 24 hours. Key fobs will become active upon the first payment of the first licensee fee. Key fobs will not remain active when this Agreement is terminated or when the Licensee does not pay its applicable fees. Upon expiration or termination of this Agreement, the Licensee must return the key fob, which key fob shall, at all times, remain the property of North Forge.</p> <p>There will be a replacement fee of \$20 plus applicable taxes for lost key fobs.</p>
<p>12. <u>Licensee Covenants</u></p>	<p>The Licensee:</p> <ul style="list-style-type: none">• Shall pay, if applicable, when they become due and payable, all taxes and fees which are levied, charged or assessed against or in respect of any and every activity carried on in the Premises and/or in the Space and Equipment or in respect of the use of the Premises and/or the Space and Equipment, by the Licensee.• Shall use the Space and Equipment in a careful and diligent manner in accordance with good industry standards and in compliance with applicable laws, bylaws, ordinances and regulations.• Shall not remove the Space and Equipment from the Premises.• Shall not do or omit to do or permit to be done anything upon or in respect of the Premises or the Space and Equipment the doing or omission of which (as the case may be) shall be or result in a nuisance or jeopardize insurance rates and coverage of North Forge.• Shall be entitled to bring a guest with it to the Premises. Guests cannot be on the Premises unless accompanied by the Licensee. Guests cannot use the Space and the Equipment.• If (1) the Licensee is responsible for any loss or injury to any person or property as a result of the Licensee's or any of its invitees' access or use of the Space and Equipment; and (2) the loss or injury results in a claim under an insurance policy held by North Forge, the Licensee shall pay North Forge, upon demand, the amount of the deductible under the insurance policy.• Shall, upon the termination or expiration of this Agreement, remove any or all equipment, projects, work product, tools and personal items belonging to the Licensee from the Premises.• Shall discontinue access and use of the Premises and the Space and Equipment upon the termination or expiration of this Agreement.• Shall be responsible for any loss or injury to any person or property as a result of the Licensee's or any of its invitees' access or use of the Space and Equipment.• Shall immediately provide to North Forge all completed and signed Schedules A and Schedules B prior to access and use of the Space and Equipment.

13. <u>Indemnity</u>	<p>THIS SECTION LIMITS NORTH FORGE'S LIABILITY TO YOU AND PROVIDES FOR AN INDEMNITY. PLEASE READ CAREFULLY.</p> <p>The Licensee (and/or his/her parent or guardian) shall indemnify and save harmless North Forge (and its directors, officers, shareholders, members, employees, representatives, invitees, agents and licensees) from and against all losses, costs, expenses, liability, actions, suits, damages or claims, including legal fees, which may be made against North Forge (and its directors, officers, shareholders, members, employees, representatives, invitees, agents and licensees) arising out of or by reason of or incidental to the Licensee's exercise of any rights and licenses granted to it under this Agreement or any part thereof.</p>
14. <u>North Forge Covenants</u>	<p>North Forge:</p> <ul style="list-style-type: none">• Shall during the Term and any renewal thereof, at its sole cost, keep, repair and maintain the Premises and the Space and Equipment.• Shall provide the Licensee with free access to all events (except for training events and sessions) provided by North Forge in Winnipeg in accordance with guidelines and procedures established by North Forge from time to time in its sole discretion.• Shall provide the Licensee with access to all boardrooms in Manitoba owned or leased by North Forge as well as the Smartpark Event Centre located at 100-One Research Road, Winnipeg, but they must be pre-booked by the Licensee in accordance with guidelines and procedures established by North Forge from time to time in its sole discretion.
15. <u>Termination</u>	<p>North Forge shall have the right to terminate this Agreement and the Licence, at any time without cost, upon the provision of one (1) day written notice to the Licensee. The Licensee shall have the right to terminate this Agreement, at any time without cost, upon the provision to North Forge of 7 days' written notice prior to the end of the Term or any renewal thereof. Upon expiration or termination of this Agreement and/or the Licence, the Licensee shall peacefully surrender the Premises and the Space and Equipment to North Forge in good repair excepting only reasonable wear and tear. The obligation to pay outstanding amounts under this Agreement shall survive the expiry or earlier termination this Agreement.</p> <p>In the event the Licensee should be in default of any term, covenant or condition (express or implied) in this Agreement, North Forge shall have the right to immediately, without notice, terminate this Agreement.</p>
16. <u>The Landlord and Tenant Act Not to Apply</u>	<p>It is expressly understood that the Licensee is not entitled to any benefits under <i>The Landlord and Tenant Act</i> (Manitoba), as amended, and that such Act in no way applies to this Agreement. Nothing herein shall be interpreted or construed as giving rise to a claim by the Licensee that it has acquired title by possession or prescription to the Premises either during the currency hereof or upon the termination of same. This Agreement shall not be registered on title.</p>
17. <u>General Provisions</u>	<p>The general provisions in Schedule C attached to this Agreement form part of this Agreement.</p>

Schedule C
General Provisions

This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, personal and legal representatives, administrators, successors and permitted assigns. This Agreement shall not be assigned by the Licensee without the prior written consent of North Forge. All rights and remedies of each party under this Agreement are cumulative and may be exercised at any time and from time to time, independently or in combination. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of any other provision of this Agreement. The parties acknowledge that this Agreement and any schedules attached hereto constitutes the entire agreement between the parties and supersedes all previous representations or agreements, written or oral, between the parties hereto. All reference to dollar amounts in this Agreement shall be lawful money of Canada. This Agreement may not be modified or amended except by written agreement of the parties hereto. No party shall be bound by any waiver of any provision of this Agreement unless such waiver is consented to in writing by that party. No waiver of any provision in this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided. Time shall be of the essence herein. This Agreement and any amendment may be executed and delivered by the parties in any number of counter parts, each of which when executed and delivered shall be an original and all of which taken together shall constitute one and the same instrument. A faxed copy or photocopy or a .pdf of this Agreement executed by a party in counterpart or otherwise will constitute a properly executed, delivered and binding agreement or counterpart of the executing party. The failure of either party to insist upon strict performance of any of the covenants and provisions hereof shall not be deemed a waiver of any rights or remedies provided herein or a waiver of any subsequent breach or default.

This Agreement will be construed and the legal relationships between the parties determined in accordance with the laws of the Province of Manitoba and the laws of Canada.

Any notice required or authorized under this Agreement to be given by either party to the other party shall be in writing and may be delivered in person or by courier, or sent by prepaid registered mail and addressed to the addresses described above or such other parties or such other addresses as either party shall notify the other party in writing. Any notice given shall be deemed to be received on the date of delivery by person or by courier, as the case may be, or on the fifth business day following the date of mailing.

Any indemnity or any obligation of confidence under this Agreement is independent and survives termination or expiration of this Agreement. All obligations under this Agreement that necessarily extend beyond termination of this Agreement in order to fully achieve their intended purpose shall survive termination of this Agreement, including without limiting the generality of the foregoing, all indemnification provisions, representations, warranties, covenants, limitation of liability provisions and ownership provisions.

Schedule D Code of Conduct

North Forge is dedicated to providing an ethical, safe, peaceful, and enjoyable working environment for everyone; therefore, we have adopted the following codes of conduct to address harassment, and respect of workspace cleanliness and noise level in the co-working space.

Harassment includes, but is not limited to, reasonably offensive verbal comments related to gender, gender identity and expression sexual orientation, disability, physical appearance, body size, race, ethnicity or religion; sexual images in public spaces; deliberate intimidation; stalking; following; harassing photography or recording; sustained disruption of talks or other events; inappropriate physical contact; and unwelcome sexual attention.

Keeping North Forge tidy is a requirement in maintaining a quality workspace. Work areas, as well as food and lobby area are expected to be kept clean and presentable. Our ‘rule of thumb’ is to clean an additional few meters of space around you. This means cleaning up after yourself in your desk area in addition to more space, in the Fabrication Lab as well as the lobby area. Also, food stored in the fridge should be labeled with your name and date.

Proper etiquette in regards to using the Fabrication Lab and co-working spaces are public places of business and should be treated as such. Therefore, you and our guests should be treated by members with respect and refrain from activities that disturb others in any way.

Members must be mindful not to disturb the noise environment, or any specific member of the environment. This is a co-working space. We expect our members to make efforts to recognize the needs of others, and a balance should always be sought to recognize the needs of one, while not hindering the needs of another.

Co-working space members need to be actively working on a start-up business.

If you believe any of the conduct codes outlined above are not being met, please contact Marney Stapley, Vice President of North Forge Technology Exchange, mstapley@northforge.ca, 204-799-2033. North Forge may take any action they deem appropriate, including warning the offender or revocation of membership. We value all of our members. We expect participants to follow these rules at all event venues and event-related social events.