

Usage Agreement

This Agreement is effective as of the date of acceptance by the User.

BETWEEN:

**A user of, or an individual who interacts with,
collaboration@CANARIE
(the “User”)**

AND:

**CANARIE Inc., a not-for-profit corporation without share capital,
duly incorporated under the laws of Canada
("CANARIE")**

(each a “Party”, collectively the “Parties”)

WHEREAS CANARIE is an industry-led, not-for-profit corporation, created in 1993 as a collaborative venture involving industry, the research and education communities and the federal government to take advantage of the potential economic opportunities inherent in advanced research networking;

WHEREAS CANARIE has since 1993, been the third party delivery organization for Canada’s research and innovation networks and has experience in the design, development and operation of advanced networks and networking tools, or working in partnership with the private sector, in creating collaborative partnerships and in delivering in accordance with the Government of Canada’s accountability regime;

WHEREAS CANARIE’s Network is the one, essential national network infrastructure to support advanced research in Canada and to maintain Canada’s leadership in the development of advanced research networks;

WHEREAS collaboration@CANARIE is a web-based collaboration site for participants in CANARIE’S programs;

AND WHEREAS CANARIE and the User wish to enter into an agreement by which the User will be able to use collaboration@CANARIE on the terms and conditions herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the respective covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows:

1. Services

On signing of this Agreement, the User will have access to the web based collaboration site titled “collaboration@CANARIE” which the User may use to read and print articles and other media free of charge, share and reuse articles and other media under free and open licenses and contribute to and edit the various sites that make up “collaboration@CANARIE” (collectively the “**Services**”).

2. Privacy Policy

By signing this Agreement, the User acknowledges and agrees that they have reviewed the terms of CANARIE’s Privacy Policy and that they specifically consent to the use, collection, disclosure and destruction of their personal information in accordance with the terms therein.

3. Content

- a) **The Content:** The Parties acknowledge and agree that collaboration@CANARIE is used for collaborative contributions, that all of the content that is hosted thereon (the “**Content**”) is provided by users and that CANARIE has no responsibility and assumes no liability for the Content. The User acknowledges that CANARIE does not take an editorial role as to the Content and does not monitor, approve, control or edit the Content. CANARIE does not endorse any Content or any opinions expressed by Users using the Services or via collaboration@CANARIE. CANARIE does not represent or guarantee the truthfulness, accuracy, or reliability of Content.
- b) **Offensive Content:** CANARIE specifically advises the User that User may find some Content offensive, erroneous, misleading, mislabeled, or otherwise objectionable and the User accepts this risk and shall hold CANARIE harmless in respect of any such Content as a condition of accessing the Services.
- c) **User Responsibility:** User is legally responsible for their Content, edits and contributions on collaboration@CANARIE. User should exercise caution and avoid contributing any Content that may result in criminal or civil liability under any and all applicable laws, including but not limited to the laws of User’s jurisdiction and the laws of Ontario and Canada.
- d) **Not Professional Advice:** The User acknowledges and agrees that the Content is presented for general informational purposes only and should not be taken as professional advice.

4. Prohibited Activities

Users shall abide by the code of conduct for collaboration@CANARIE (the “**Code of Conduct**”), which is attached hereto as Schedule “A” and updates to which will be

available on www.canarie.ca. The User acknowledges and agrees that CANARIE may amend the Code of Conduct at any time in its sole and absolute discretion.

5. Password Security

User is responsible for safeguarding their password to collaboration@CANARIE and shall not disclose it to any third party.

6. Licensing of Content

User grants the broadest possible permissions to the general public to re-distribute and re-use their Content freely, so long as such use is properly attributed and the same freedom to re-use and re-distribute is granted to any derivative works. In keeping with the goal of providing free information to the widest possible audience, CANARIE requires that all submitted content be licensed in accordance with the foregoing so that it is freely reusable by anyone who cares to access it. By adding Content to collaboration@CANARIE User specifically consents to the provisions of this Article 6.

7. Third-party Websites and Resources

User is solely responsible for their use of any third-party websites or resources. Although collaboration@CANARIE may contain links to third-party websites and resources, CANARIE does not endorse and is not responsible or liable for, the availability, accuracy, or the related content, products, or services (including, without limitation, any viruses or other disabling features) of such websites, nor does CANARIE monitor any such third-party content.

8. Management of Websites

CANARIE reserves the right, but does not have the obligation to, in its sole and absolute discretion:

- a) Investigate Users to: (i) determine whether a violation of this Agreement, the Code of Conduct, any policy of CANARIE, or any law or regulation has occurred; or (ii) comply with any applicable law, legal process, or appropriate governmental request;
- b) Detect, prevent, or otherwise address fraud, security, or technical issues or respond to User support requests;
- c) Refuse, disable, or restrict access to any Content or any User who violates this Agreement, the Code of Conduct, any policy of CANARIE, or any law or regulation;
- d) Ban a User from editing or contributing Content or block a User's account or access to the Services for actions violating this Agreement, the Code of Conduct, any policy of CANARIE, or any law or regulation
- e) Take legal action against a User who violates this Agreement, the Code of Conduct, any policy of CANARIE, or any law or regulation (including reports to law enforcement authorities); and

- f) Otherwise manage the collaboration@CANARIE websites in a manner designed to facilitate their proper functioning and protect the rights, property, and safety of CANARIE, Users, licensors, partners, and the public.

9. Termination

- a) User may stop using the Services at any time without notice or penalty.
- b) CANARIE may terminate part or all of the Services, and block User's account or access to the Services at any time and in CANARIE's sole and absolute discretion. If User's account or access to the Services is blocked or otherwise terminated for any reason, User's public contributions may remain publicly available at the sole and absolute discretion of CANARIE, and, unless CANARIE notifies User otherwise, User may still access the Service's public pages for the sole purpose of reading publicly available content on collaboration@CANARIE, although such use may not include access to User's account or settings. CANARIE reserves the right to suspend or end the Services at any time, with or without cause and with or without notice. In the event User's use and participation from the Services are banned, blocked or otherwise suspended, this Agreement will remain in effect.

10. Disputes

- a) All questions, controversy, or claims arising out of or relating to this agreement shall be settled by arbitration in accordance with the *Arbitrations Act* (Ontario) as amended from time to time by a single arbitrator (the "**Arbitrator**") appointed by the mutual agreement of the parties hereto; and failing such agreement by the Senior Regional Justice of the Ontario Superior Court in Ottawa.
- b) The arbitration will take place in the City of Ottawa and take place in English.
- c) The Arbitrator has the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief. The Arbitrator shall not amend or otherwise alter the terms and conditions of this agreement. The Arbitrator shall render a decision within 90 days after his or her appointment as Arbitrator.
- d) Any claim arising out of or relating to the terms of this Agreement shall be made in writing and shall be served upon the party against whom the claim is made not more than twelve (12) months from the date of the alleged breach and any such claim not made within such twelve (12) month period shall be deemed to have been abandoned and shall be absolutely barred.
- e) The final award of the Arbitrator shall be final and binding on the parties with no appeal to any court. It shall be a condition precedent to any action in any court that the final award of the Arbitrator shall have been made. The parties hereby agree to carry out any decision or order of the Arbitrator in good faith.

11. Indemnification

The User agrees to indemnify, save and hold harmless CANARIE against any and all liability, expense, damage, cost or claim arising from or in relation to or in any way connected with the User's use of collaboration@CANARIE, the Services or the Content.

12. No Warrantees

- a) CANARIE makes no express or implied warrantees of any kind as to the Services, the Content, or collaboration@CANARIE, including but not limited to the conditions of research thereon, or the fitness for purpose of collaboration@CANARIE or any Content thereon for research or a particular purpose or form of research or as to the fitness of any intellectual property, resulting property or generated information or product that may be made or developed using the Services, the Content or collaboration@CANARIE.
- b) CANARIE makes no warrantee that collaboration@CANARIE, the Services, Content, or materials, products, processes, information or data to be furnished hereunder will accomplish intended results or are fit for any purpose including the intended purpose or that any of the above will not interfere with privately owned rights of others. CANARIE shall not be liable for any damages attributed to the use of collaboration@CANARIE, the Services or the Content or the use of intellectual property, information generated or product made using collaboration@CANARIE.

13. Modifications to these Terms of Use

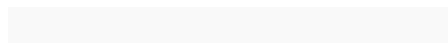
CANARIE may modify this Agreement or the Code of Conduct from time to time in its sole and absolute discretion. The User shall periodically review the most up-to-date version of this Agreement and the Code of Conduct at www.canarie.ca. The User's continued use of the Services after the new Agreement and/or Code of Conduct become official following notice thereof constitutes an acceptance of any such changes to the Agreement or Code of Conduct by the User. If the User does not agree with the terms of this Agreement or the Code of Conduct (as both may be amended from time to time) the User shall not use the Services.

14. Other Terms

- a) This Agreement does not create an employment, agency, partnership, or joint venture relationship between the User and CANARIE.
- b) This Agreement, the Schedules hereto and CANARIE policies and procedures, including but not limited to CANARIE's Privacy Policy, constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof. There are no oral warranties, representations or other agreements between the

Parties in connection with the subject matter hereof except as specifically set forth or referred to herein.

- c) The User acknowledges and agrees that the CANARIE policies and procedures, available at www.canarie.ca, as may be amended from time to time by CANARIE in their sole and absolute discretion, are incorporated herein by reference and constitute a part of this Agreement. In the event of a discrepancy between the policies and this Agreement, the provisions of this Agreement shall govern.
- d) No amendment, waiver or termination of this Agreement will be binding unless executed in writing by the parties to be bound thereby. No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision, nor will any such waiver constitute a continuing waiver unless expressly provided.
- e) If any provision or part of a provision of this Agreement is found unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and will be enforced to the maximum extent permissible, and all other provisions of this Agreement will remain in full force and effect.
- f) In the event of any differences in meaning between the original English version and a translation, the original English version takes precedence.
- g) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.



Schedule “A”
Code of Conduct

User may use the Services and create Content on collaboration@CANARIE on and subject to the following conditions. If User violates this Code of Conduct CANARIE may suspend or terminate the User’s use of the Services in their sole and absolute discretion and otherwise in accordance with the Usage Agreement.

In their use of the Services and creation of Content User shall:

1. Take Responsibility for their Content, including but not limited to responsibility for Content the User adds or edits.
2. Support a Civil Environment.
3. Not take any actions that harm CANARIE’s technology infrastructure.

In their use of the Services and creation of Content the User shall not:

1. Harass or Abuse others, including but not limited to:
 - Engaging in harassment, threats, stalking, spamming, or vandalism.
 - Transmitting chain mail, junk mail, or spam to other users.
2. Violate the Privacy of Others, including but not limited to:
 - Infringing the privacy rights of others under the laws of Ontario or other applicable laws (which may include the laws where User lives or views or edits content).
 - Soliciting personally identifiable information for purposes of harassment, exploitation, violation of privacy, or any promotional or commercial purpose not explicitly approved by CANARIE.
 - Soliciting personally identifiable information from anyone under the age of 18 for an illegal purpose or violating any applicable law regarding the health or well- being of minors.
3. Engage in False Statements, Impersonation, or Fraud, including but not limited to:
 - Intentionally or knowingly posting content that constitutes libel or defamation;
 - Posting content that is false or inaccurate.
 - Attempting to impersonate another user or individual, misrepresenting User’s affiliation with any individual or entity, or using the username of another User.
 - Engaging in fraud.
4. Commit Infringement, including but not limited to:
 - Infringing copyrights, trademarks, patents, or any other proprietary or intellectual property rights under applicable law.
5. Misuse Our Services for Other Illegal Purposes, including but not limited to:

- Posting child pornography or any other content that violates applicable law concerning child pornography.
 - Posting or trafficking in obscene material that is unlawful under applicable law.
 - Using the Services in a manner that is inconsistent with applicable law.
6. Engage in Disruptive and Illegal Misuse of Facilities, including but not limited to:
- Posting or distributing Content or materials that contain any viruses, malware, worms, Trojan horses, malicious code, or other device that could harm our technical infrastructure or system or that of our users.
 - Engaging in automated uses of the site that are abusive or disruptive of the Services and have not been approved by CANARIE;
 - Disrupting the Services by placing an undue burden on collaboration@CANARIE or the networks or servers connected to collaboration@CANARIE.
 - Disrupting the Services by inundating the collaboration@CANARIE websites with communications or other traffic that suggests no serious intent to use the collaboration@CANARIE website for its stated purpose.
 - Knowingly accessing, tampering with, or using any of our non-public areas in CANARIE's computer systems without authorization.
 - Probing, scanning, or testing the vulnerability of any of our technical systems or networks.
 - Certain activities, whether legal or illegal, may be harmful to other users and violate CANARIE's rules, and some activities may also subject User to liability. Therefore, for User's own protection and for that of other users, User may not engage in such activities on collaboration@CANARIE, in their use of the Services or their production of Content.