

DMZ NEW YORK – MEMBERSHIP AGREEMENT

This Agreement (the “**Agreement**”) made as of [Insert] (the “**Effective Date**”) between [INSERT] (the “**Company**”) and Ryerson University (“**Ryerson**”) (each a “**Party**” and collectively, the “**Parties**”).

WHEREAS:

- A.** Ryerson has entered into a Membership License Agreement (the “**Membership Agreement**”) with Live Primary LLC, as licensor, and Ryerson, as licensee, of office number 862 (the “**Premises**”) located on the 8th floor of the building known municipally as 26 Broadway, New York, New York, 10004, USA (the “**Building**”);
- B.** Ryerson has agreed to allow the Company access to and use of the Premises as a User in accordance with the Membership Agreement; and
- C.** The Company agrees to be bound to the terms and conditions set out in the Membership Agreement as if it were the Member under the Membership Agreement.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. INTERPRETATION

- 1.1.** All capitalized terms used herein but not defined have the meaning given to them in the Membership Agreement.

2. ACKNOWLEDGEMENT

- 2.1.** The Company acknowledges that:
 - a) it has received a complete copy of the Membership Agreement;
 - b) it has read and understood the terms and conditions set out therein;
 - c) is bound by the terms and conditions of Sections C(6), D, E(7), F(6) and G(26) – (28) set out in the Membership Agreement as if it were the Member party thereto.

3. TERM

- 3.1.** The term of the license under the Membership Agreement commences on the Effective Date, and continues for [INSERT NUMBER OF DAYS/WEEKS/MONTHS] (the “**Initial Term**”). Upon the completion of the Initial Term, this Agreement will automatically renew on a [DAILY? WEEKLY?] basis at Ryerson’s sole unfettered discretion, unless Ryerson notifies the Company in writing of either the termination of the Agreement or alternative renewal terms for the Agreement which may include the commencement of membership fees (the Initial Term and any renewal periods are together referred to as the “**Term**”).

4. MEMBERSHIP OBLIGATIONS

4.1. The Company's obligations to Ryerson include the following:

- a) from time to time Ryerson may request information about the Company for reporting purposes (such as number of employees, etc.). This information will only be used in aggregate for general reporting purposes and no specific information about the Company will be shared.
- b) the Company shall provide to the DMZ progress reports with respect to its business activities at such times and in such form and detail as may reasonably be requested by the Zone from time to time.
- c) the Company shall cooperate with and participate, when reasonably requested, in promotional, marketing and administrative efforts and initiatives carried out by the DMZ from time to time and throughout the twenty-four (24) months after the termination of the Term.
- d) the Company shall:
 - i) inform the DMZ Representative of any media interviews with any Company User(s) before they take place;
 - ii) acknowledge the support of the DMZ in promotional materials (please refer to the Zone Style Guide for suggestions regarding such acknowledgements); and
 - iii) mention the DMZ in promotional material for at least 2 years after termination of the Term.
- e) "Give Back." The Company shall, in addition to its other obligations under this Agreement, take reasonable steps to give bona fide value back to the DMZ with respect to the DMZ and to promote the DMZ during and after the termination of this Agreement.
- f) The Company is responsible for any and all fees it may incur through its occupancy of the Premises over and above the Monthly Membership/License Fee payable by Ryerson under the Membership Agreement.
- g) The Company shall provide Ryerson with a list of its User(s) and shall keep the list current by immediate Notice (as defined below) to Ryerson of any changes. The maximum number of Company Users in the Premises at any one time must not exceed **[INSERT]**.

5. ZONE COMPANY REPRESENTATIVE

- 5.1.** The Company acknowledges that as of the Effective Date, the individual designated in this Agreement as being the Company's representative is the DMZ's primary contact for the administration and the coordination of the Company's business activities, and for the Company's communications, until the Company notifies Ryerson in writing of a replacement appointee to such role.

6. LICENSES AND CERTIFICATES

- 6.1.** The Company is responsible for obtaining and complying with all licenses, permits and certificates necessary for the Company to perform its business activities at the Premises. The Company is responsible for obtaining, on a timely basis, all necessary permits, licenses, immigration documentation and permissions of governmental authorities for its Users to perform the business activities at the Premises, where required.

7. NON-DISPARAGEMENT

- 7.1.** The Company (and its Users and guests) shall not directly or indirectly or through authorizing, encouraging or assisting any person, organization, agency or body corporation, whether public or private (i) take any action that might impair the reputation of Ryerson, its affiliates, governors, employees, officers, directors, representatives, faculty, suppliers, students, initiatives, programs, projects or services (collectively the “**Reputational Beneficiaries**”); (ii) criticize, disparage, defame or express negative comments statements or images about any of the Reputational Beneficiaries; or (iii) take any other action which might otherwise be detrimental in any way to any Reputational Beneficiaries.
- 7.2.** The Company and its business activities must at all times be in compliance with applicable law, including any local laws applicable in the State of New York.

8. NOTIFICATION

- 8.1.** The Company shall immediately notify the DMZ Representative upon the occurrence of:
- a) any actual or threatened objection, grievance or dispute with respect to this Agreement or the Company’s business activities at the Premises or in the Building;
 - b) any accident or physical injury (including death) to any individual incurred while performing the business activities, as a result of the business activities, or at the Premises or Building in relation to the business activities or any User; and
 - c) any defect, damage, or deficiency to the Premises while being used for the business activities or otherwise by any User.

9. INSURANCE

- 9.1.** The Company shall, at its sole cost and expense, take out and maintain in full force and effect at all times throughout the Term the following insurance and provide proof of such insurance to Ryerson, as described below:
- a) for a comprehensive general liability insurance policy with limits of at least one million (\$1,000,000) dollars for each occurrence inclusive for both public liability, personal injury including death and property damage, and employer’s liability coverage, which policy is to (i) contain a cross liability clause, (ii) name Ryerson as an additional insured and (iii) specify that it is primary coverage and not contributory with or in excess of any other coverage maintained by Ryerson;

- b) policies are to be maintained continuously from the commencement of the business activities until the later of the expiry or termination of the Term. The above-described insurance shall include a requirement that the insurer provide Ryerson with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance. Such insurance coverage is independent of the indemnity provisions of this Agreement, and are not designed solely to guarantee payment of the Company's indemnity obligations.
- c) the Company shall provide to Ryerson a certificate of insurance evidencing the insurance required in this Article.

10. INDEMNITY

- 10.1.** The Company shall indemnify, defend and hold harmless Ryerson, its Board of Governors, officers, employees and agents, from and against all claims, losses, damages, costs, expenses, actions, and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property, infringement of rights or any other loss or damages whatsoever arising directly or indirectly from the acts or omissions of the Company, including the Company's breach of the terms of the Membership Agreement.
- 10.2.** Neither party is liable under this Agreement for any special, indirect, incidental, consequential, punitive or other damages including without limitation, lost profits, revenue, data or other economic loss of any kind even if the party has been advised of, or foresees the possibility of, any such losses or damages occurring.
- 10.3.** Section 10.2 does not apply to limit the Company's liability for negligence or wilful misconduct not specifically allowed under the Agreement, or for the Company's breach of its obligations under Section 10.1.
- 10.4.** Ryerson is not liable in any respect for the Premises or Building, any service, advice, mentorship or assistance provided to the Company at or through the DMZ or by Live Primary LLC or any other occupant of the Premises. The Company accepts the Premises in an "as is, where is" condition. Ryerson makes no warranty or representation regarding the Premises, any service, advice, mentorship or assistance, express or implied, including any implied warranty as to marketability or fitness for purpose.
- 10.5.** The Company is liable for its Users, guests and other individuals in the Premises and Building related to its operations, including but not limited to payment of salaries and benefits, and costs. The Company is also responsible for the health and safety of such individuals while using the Premises, including, but not limited to, obtaining coverage for workplace insurance.

11. TERMINATION

- 11.1.** If the Company defaults in carrying out any of the terms, conditions and obligations of the Company under this Agreement, then, in any such case, Ryerson may, upon giving written notice to the Company, terminate the Term without further notice, if such default has not been remedied in the time specified by Ryerson in the written notice.

- 11.2. Ryerson may immediately terminate the Term if Zone Company breaches any obligation set out in Article 2 or Article 4.
- 11.3. Ryerson or the Company may terminate the Term at any time upon ten (10) days' prior written notice to the other.
- 11.4. Upon the termination of the Term by either party, if membership fees are payable by Company, the Company is responsible for payment to the DMZ of the prorated portion of its membership fees due up until the date of termination.
- 11.5. The Company agrees that any violation or termination of the Membership Agreement may result in the Company being refused participation in or access to the Premises and the termination by Ryerson of this Agreement, without liability.

12. NOTICES

12.1. Each party shall send any notices or other communications (each, a “**Notice**”) required or permitted to be given or delivered hereunder in writing unless otherwise permitted and deliver personally or send by registered or certified mail, return receipt requested, postage prepaid to the other party at the following address:

a) to the Company: **[Company to insert contact details]**

Attention:

b) to Ryerson: Ryerson University
350 Victoria St.
Toronto, ON M5B 2K3

Attention: Executive Director, DMZ

or to such other address as each party may from time to time designate to the other in writing. Any notice given is be deemed to have been received on the date on which it was delivered if a business day, failing which, on the next business day or if mailed, on the 5th business day following the mailing thereof.

12.2. For all purposes as may be relevant herein, and until the respective parties designate otherwise in writing, the parties' representatives are the following persons:

a) for the Company: **[Insert contact]**

b) for Ryerson: Executive Director, DMZ

13. GENERAL

13.1. **FIPPA and Governmental Reporting.** The Company acknowledges that the *Freedom of Information and Protection of Privacy Act* (Ontario) (“**FIPPA**”) applies to Ryerson and that

information provided to Ryerson may be subject to disclosure under FIPPA. The Company shall reasonably assist Ryerson in complying with FIPPA and any applicable privacy legislation.

- 13.2. Not a Lease or Sublease.** This Agreement does not create a tenancy relationship between Ryerson and the Company or any User under any legislation or the common law.
- 13.3. Governing Law.** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
- 13.4. No Assignment.** Neither this Agreement nor any rights or obligations hereunder may be assigned by the Company in whole or in part, without the prior written consent of Ryerson. Ryerson may assign all or a portion of its rights hereunder without the Company's consent.
- 13.5. Enurement.** This Agreement enures to the benefit of and is binding on the parties hereto and their respective successors and permitted assigns.
- 13.6. Severability.** If any provision of this Agreement is illegal or unenforceable, it shall be considered severable from the remaining provisions of this Agreement, which shall remain in force.
- 13.7. Entire Agreement.** This Agreement and the Membership Agreements including all schedules and appendices attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, oral or written.
- 13.8. Electronic Transmission and Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original and which, taken together, constitute one and the same instrument. Either party may deliver this Agreement by facsimile or electronic transmission and the parties adopt any signature received by a receiving fax machine or in electronic form as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

[NAME OF COMPANY]

RYERSON UNIVERSITY

Name:
Title:

Name: Abdullah Snobar
Title: Executive Director, DMZ

I have the authority to bind the university.

Name:
Title:

I/we have the authority to bind the corporation.

