



Technology Development & Commercialization

TRADEMARK LICENSE (the "Agreement")

Between:

University Health Network, An Ontario not-for-profit corporation incorporated under the *University Health Network Act, 1997*, having a business office at 101 College Street, Suite 150, Heritage Building, MaRS Centre, Toronto, Ontario M5G 1L7 Canada
("UHN")

And:

_____ (Community or Healthcare Organization Name)
_____ (Organization Address) ("Community Organization")

Effective as of _____ ("Date")

BACKGROUND:

A. UHN is the owner of rights in the following trademarks:

TIME,
TOGETHER IN MOVEMENT AND EXERCISE,
AND THE FOLLOWING TIME DESIGN MARKS:



(the "TIME Trademarks")

1. Maintaining Character and Quality of the Program

Community Organization wishes to run, or is currently running, a program for people with balance and mobility challenges (the “**Program**”) and wishes to be considered an authorized TIME™ Program and utilize the TIME Trademarks in association with the Program. As an ongoing condition for the Community Organization obtaining and maintaining the license under this agreement to the TIME Trademarks for use in conjunction with the Program, which is to be run out of the following location(s):

_____ (“**Location(s)**”)

the following critical criteria must be adhered to:

Collaboration

- A. Ongoing collaboration between a Healthcare Partner and the Community Organization is a cornerstone of the TIME™ Program. “Community Organization” must have a relationship with a “Healthcare Partner” (an organization, a physician, a physiotherapist or registered nurse or other entity who has the knowledge base and experience in understanding the impairments, activity limitations, co-morbidities and exercise safety limitations of individuals with mobility challenges) that allows “Community Organization” to obtain advice and assistance from “Healthcare Partner”. “Healthcare Partner(s)” are considered consultants and therefore indemnified from operational liability.

Registration, Fees and Class Structure

- B. “Community Organization” will screen all potential participants to confirm eligibility using virtual screening tools provided by TIME™.
- C. Participants must agree and sign the Participant Waiver and Release form (Exhibit A), and acknowledge they have viewed the TIME™ Safety Information and Set Up video before they can start the program.
- D. “Community Organization” will cap program registration at 10 participants per session. Each session must be a minimum of 12 classes, offered at twice a week. For example twice a week for 6 weeks.
- E. “Community Organization” will allocate a minimum of 30 additional minutes to facilitate social discussion amongst participants.
- F. Registration fees charged to participants should be reasonable or not for profit or cost recovery based. A maximum rate of \$5 per participant per class is suggested.

Facilitators

- G. Individuals engaged by the Community Organization to host virtual classes and/or assisting in the administration of the Program are recruited, supervised and managed under the authority of the Community Organization.
- H. Facilitators could be Community Organization’s staff members or volunteers with experience or interest in guiding online interaction among participants with physical limitations.
- I. Facilitators will be required to:
 - a. host and operate the prerecorded virtual TIME™ Program as well as ensuring adequate technical capacity required to deliver the Program
 - b. participate in a virtual training session with TIME™ team prior to facilitating their first session, and complete any other training as required by the Community Organization.
 - c. enable participants to interact and learn in a safe and inclusive online environment guided by the integrity of the Program.

Safety

- J. Facilitators will start every class with a review of the general safety and set up reminders.
- K. Facilitators will be responsible for conducting general safety reminders to participants including the necessary environmental scan throughout each online class.

- L. Participants will be responsible for self pacing and self selecting of exercises given the limitations of the online facilitator.

Community Organization Responsibilities

- M. Community Organization is a valid and existing legal entity with the full right and authority to enter into this Agreement.
- N. Community Organization has and maintains, during the term of this Agreement, General Liability insurance of a minimum of \$1,000,000 per occurrence.

2. Trade-Mark License

Subject to the Community Organization continuing to adhere to the criteria as outlined in Section 1, UHN grants to the Community Organization, a non-exclusive (non-sublicensable without written consent) right to utilize the TIME Trademarks in association with the Program being offered by the Community Organization only at the Location(s) as outlined herein. The TIME™ Trademarks may be used and displayed in association with the Program and all advertising and marketing of the Program, with the exception of use of the TIME Trademarks as a component or element of a domain name.

3. Acknowledgement of UHN's Rights

The Community Organization acknowledges UHN as the owner of the TIME Trademarks, and agrees that any previous use of the TIME Trademarks by the Community Organization have been utilized with permission of UHN, in conjunction with a program whose quality has been maintained under the guidance of Toronto Rehabilitation Institute, as a member of UHN. The Community Organization acquires no rights in the TIME Trademarks other than as outlined in this Agreement, and will not challenge or otherwise dispute the validity or the ownership of same. Community Organization agrees that UHN shall have the right to inspect or otherwise review the Community Organizations' Program upon reasonable notice to the Community Organization to ensure that the Program meets the requirements as set out in Section 1 of this Agreement.

UHN reserves the right to use any TIME trademarked marketing and/or promotional materials created. All individuals featured in the materials need to have a signed UHN Consent Form. See Exhibit B.

4. Enforcement of Trademark Rights

UHN will have the sole right to authorize and initiate any action or proceeding in response to any unauthorized use, infringement, imitation, simulation or misuse of the TIME Trademarks. If Community Organization becomes aware of an unauthorized use of the TIME Trademarks they shall notify UHN of the unauthorized use.

5. Term

The Term of this Agreement will be based on a yearly license renewal contingent on license fees paid, and conditions of license adhered to.

The Term of this Agreement is for a period of one (1) year commencing on the Effective Date. The Agreement may be extended for additional time period by written consent of the parties. It is the responsibility of the Community Organization to request extension of the term. This Agreement may be terminated by UHN upon thirty (30) days notice for any material breach of this Agreement. Any breach of Section 1 shall be considered a material breach. In addition to any other grounds of termination, UHN shall have the right to terminate this Agreement in the event that Community Organization is (i) adjudged bankrupt, becomes insolvent, a liquidator, administrator, trustee, receiver or receiver and manager is appointed, (ii) an encumbrancer takes possession of any part of the undertaking, assets, rights or revenues of the Community Organization, (iii) any assets of the Community Organization are seized or attached in conjunction with any action against the Community Organization; (iv) any action is taken for, or with a view to, liquidation, dissolution, winding up, official

management, bankruptcy or insolvency of the Community Organization; or (v) the Community Organization enters into or proposes to enter into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors generally or any class of its creditors or proceedings are commenced in relation to the Licensee under any law, regulation or proceeding relating to the reconstruction or readjustment of debts.

Upon expiration or earlier termination of this Agreement, Community Organization shall immediately stop using the TIME Trademarks.

6. Indemnity

Community Organization agrees that in no event will UHN, their contractors, elected and appointed officials, directors, officers, agents, representatives, and employees (collectively "UHN") be responsible for any claim, demand, action, cause of action, proceeding, cost, expense, judgment, damages, harm (including injury or death) or loss (collectively "Claims") whether based on breach of contract, tort (including negligence) or otherwise that may arise as a result of or in connection with the Program, and Community Organization agrees to indemnify UHN and hold UHN harmless in respect of any Claims, which may be brought against UHN or which UHN may suffer as a result of or in connection with Community Organization's hosting and administration of the Program.

7. General Provisions

- A.** If any provision of this Agreement for any reason is declared void, illegal, invalid or unenforceable in whole or in part, such provision shall be severable from all other provisions and shall not affect or impair the validity or enforceability of any other provision of this Agreement.
- B.** This Agreement (including its Exhibit) constitutes the entire agreement between the Health Organization and the Owner with respect to the TIME Trademarks.
- C.** The failure of a party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of such right at any future time.
- D.** This Agreement may not be assigned by Health Organization without the prior written express consent of UHN.
- E.** This Agreement may be executed by the parties in counterparts, by facsimile, or electronically, each of which when so executed or delivered will be deemed to be an original and all will constitute one agreement.
- F.** 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, and the parties irrevocably agree to the exclusive jurisdiction of the courts of the Province of Ontario or the Federal Court of Canada (as appropriate).

THIS AGREEMENT has been executed by the parties so as to be in effect as of the Effective Date.

UNIVERSITY HEALTH NETWORK

Print Name: Brad Wouters

Title: Vice President, Research

Signed: _____

COMMUNITY ORGANIZATION

Print Name:

Title:

Signed: _____

I have the authority to bind the corporation.

EXHIBIT "A"



Participant Waiver and Release Form
 TIME™ at Home Exercise Video

I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in the Program. I have been advised that an examination by a physician should be obtained by anyone prior to commencing the Program. I understand that if I choose not to obtain a physician's clearance prior to beginning the Program, I hereby agree that I am doing so solely at my own risk.

I agree to view the TIME™ Safety Information and Set Up video in its entirety to understand how to set up and participate safely prior to starting the Program.

I understand that the Program is intended to be a general wellness and recreational program. It is not intended as rehabilitation or physical therapy to correct a particular impairment or disability. The Program is not intended to be relied upon as therapeutic or as medical advice. I understand to consult my healthcare provider if I have any medical concerns.

I acknowledge that I have carefully read this "waiver and release form" and fully understand that it is a release of liability. I agree to release and discharge any trainer or instructor delivering the Program from any and all claims or causes of action and I agree to voluntarily waive any right that I may otherwise have to bring a legal action against the trainer or instructor for personal injury or property damage. In consideration for my voluntary participation in the Program, I, my heirs, executors, representatives, administrators, and assigns do hereby waive, release, and discharge (organization name) and University Health Network from any and all responsibilities, liabilities and lawsuits, present or future, and causes of action for ordinary negligence, whether foreseeable or unforeseeable, arising out of or related in any manner directly or indirectly, to my participation in the Program. I certify that I have read this form and have had any questions answered to my satisfaction.

By agreeing to this document, I am waiving certain rights I or my successors might have to bring a legal action or assert a claim against (organization name) and University Health Network.

 Name of participant (please print)

Date: _____

☐ I confirm that I have read, understand and agree to the above