

FABrIC Member Terms of Use

The FABrIC Member portal is a user-restricted area made available only to FABrIC Members, either individually or on behalf of an organization in Canada including industry, not-for-profits, government agencies and educational/research institutions (each a “**FABrIC Member**”). Once you have received login credentials from us, you must ensure that your information is correct, complete, and current. You are solely responsible for activity that occurs on your account and for maintaining the confidentiality of your username and password. You must immediately notify us of unauthorized use of your account or any other account-related security breach of which you are aware (membership@fabricinnovation.ca).

Terms of Use

The FABrIC Member portal and website is hosted by Canadian Microelectronics Corporation / Société canadienne de micro-électronique operating as CMC Microsystems, with its principal place of business located at 1111 Notre-Dame West, Pavillon B, Suite B-0710, Montréal, QC H3C 6M8 (“**CMC**”). Your access to the FABrIC Member portal, either individually or on behalf of a Canadian business or an educational/research institution (as applicable) indicates your understanding of, and agreement with these FABrIC Member Terms of Use. It is a requirement of CMC that each Canadian business or educational/research institution review and provide a signed copy of these Terms of Use prior to account activation for individual FABrIC Member. Please see the signature section at the end of these Terms of Use.

Acceptable Use

The FABrIC Member portal is intended to provide FABrIC Members with access to:

1. The FABrIC Member Registry, for the purposes of increasing awareness of participants in the ecosystem and fostering partnerships, collaboration and networking opportunities.
2. The FABrIC IP Registry, for the purposes of increasing awareness of Intellectual Property (IP) created with FABrIC funding, potential IP sharing and licensing opportunities, and fostering partnerships, collaborations and networking opportunities.
3. The FABrIC IP Repository, for the purposes of FABrIC Members accessing and sharing IP including for example technical notes, design guidelines, process design kits, reference designs, IP blocks and other IP that has been made available through FABrIC for use by FABrIC Members within Canada, to accelerate product development and technology adoption (additional terms and conditions may apply).
4. Quantum computing infrastructure and technical support to academics and small and medium-sized enterprises (SMEs) for the purpose of developing and researching quantum

- computing algorithms to increase the readiness of the ecosystem in Canada for quantum commercialization (additional terms and conditions may apply).
5. Training materials, webinars and courses for the purposes of growing the number and skill level of highly qualified people (HQP) in the ecosystem in Canada, and to provide FABrIC Members with opportunities for upskilling/reskilling in areas related to semiconductor technologies (additional terms and conditions may apply).
 6. Challenge project submission, reporting and claims tools and templates for the purposes of providing FABrIC Members with information, forms and the ability to submit expressions of interest and Challenge project applications in response to calls for FABrIC Challenge projects, and for successful applicants to submit project financial claims, metrics and reports.

As a condition of your access and use of the FABrIC Member portal, you agree to the following:

1. Use the FABrIC Member portal only for the purposes described within these FABrIC Member Terms of Use;
2. Use the FABrIC Member portal in accordance with all applicable and relevant laws, rules and regulations concerning use of information;
3. Members will comply with the provisions of the Competition Act (Canada) and other applicable competition and anti-trust laws at all times and shall take all steps required or advisable to ensure compliance therewith;
4. Use of the content is not permitted in or for any purposes related to headhunting, recruiting, marketing, lead generation or sales;
5. Use of any and all of the content for its intended use, within Canada and for the benefit of Canada;
6. Content may be provided only as permitted by law, including applicable transfer, export and re-export control laws and regulations;
7. Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
8. Retain ownership of and responsibility for your content;
9. Grant CMC the right to host, publish and share your content with FABrIC Members in any media or form within the portal, including but not limited to, your information and details about your organization or institution. (Note this does not include your content that you choose to share in the IP Repository. Separate terms apply). You also grant CMC the right to use your content to provide and publish aggregated information to the public and report metrics, utilization and other information related to the performance of the FABrIC program to government agencies. For clarity, your access to and use of the FABrIC Member portal, member-only communications, the ecosystem information, products and services is deemed as consent to share your information in this manner.

Additional Terms

As a FABrIC Member you acknowledge that additional licensing requirements or restrictions may apply for specific products, services, information and technologies which may require, for example, execution of non-disclosure agreements, third party license terms and/or restrictions on use, modification of certain technology(ies) or on developing designs for fabrication. Once such terms or restrictions have been disclosed to the FABrIC Member by CMC, completion of relevant documentation by the FABrIC Member, or access to such products, services, information and technology(ies) shall constitute understanding and acceptance of all such additional licensing

terms and/or restrictions, either individually or on behalf of a business or an educational/research institution in Canada (as applicable).

Confidential Information

The FABrIC Member acknowledges that certain information on the FABrIC Member portal may be considered confidential information (regardless to whether marked as such but simply by its very nature) and may be subject to additional terms of confidentiality. Further, the information provided on the FABrIC Member portal is only intended to be shared with and for use by registered, current FABrIC Members and is not shareable with organizations or individuals outside of the portal.

No Warranties

Your access to the products, services, information and technologies included on the FABrIC Member portal does not imply or give any ownership of or to any of the content provided including, but not limited to, the intellectual property of others. Further, you acknowledge that CMC makes no warranty that the products, services, information and technologies provided do not infringe any intellectual property rights or proprietary rights of any third parties. CMC makes no other warranties whether express, implied or statutory, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

Indemnification

Use of any and all parts of the FABrIC Member portal is at your sole risk. In no event shall CMC, together with its affiliates, officers, agents, members, and employees be liable for any direct or indirect damages, including, but not limited to, damages to you, your business or educational/research institution, loss of profit(s), damages to third parties, personal injury or damages to property, except in cases involving willful misconduct or gross negligence on the part of CMC. Further, your access to the FABrIC Member portal, either individually or on behalf of a business or an educational/research institution, indicates that you agree to hold harmless and indemnify CMC and its affiliates, officers, agents, members, and employees from any claim, suit or action arising from or related to the use of any and all of the content or violation of these FABrIC Member Terms of Use, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs, and legal fees.

Privacy Policy

Any information collected within the FABrIC Member portal will be treated in accordance with the FABrIC Privacy Policy (www.fabricinnovation.ca).

Assignment

FABrIC Member Terms of Use may not be assigned, in whole or in part, without the prior written consent of CMC (email membership@fabricinnovation.ca). The terms are not transferable.

Independent Parties

The relationship of the parties is that of independent parties. No joint venture, partnership or other relationship is implied or created between the parties as a result of the terms herein.

Governing Law

Except to the extent applicable law provides otherwise, these FABrIC Member Terms of Use between you and CMC are governed by the laws of the province of Ontario, without regard to conflict of law provisions. You and CMC agree to submit to the exclusive jurisdiction and venue of the courts of the Province of Ontario, sitting in Ottawa, Ontario.

Term

These FABrIC Member Terms of Use shall be valid until such time as the FABrIC Member sends CMC written confirmation of its intent to no longer be a FABrIC Member. Notice is to be sent to the CMC address above specifically addressed to 'FABrIC Membership', or by email membership@fabricinnovation.ca. Following receipt of written confirmation, access to and use of any and all content will stop. The FABrIC Member understands and agrees that it is obligated to comply with the Acceptable Use (above) and maintain the confidentiality of portal information for a period of five (5) years following termination or as may be further required under additional licensing requirements or restrictions. Further, any such other provisions herein that by their very nature are intended to survive termination, shall survive the termination of these FABrIC Member Terms of Use.

Without limiting the generality of the preceding clause or any of the terms herein, in our sole and absolute discretion, CMC may disable access to the FABrIC Member portal or any portion, aspect, feature or functionality therein or terminate the registration of any FABrIC Member who violates these FABrIC Member Terms of Use.

The above Terms of Use are acknowledged and agreed to by:

Canadian business or educational/research institution:

By: _____

Name: _____

Title: _____

Date: _____

Business #: