



License Agreement (with Free Trial)

Dated and entered into _____

WHEREAS the Licensee has agreed to license space in the Catalyst Kanata Business Centre (the "**Centre**") located at 62 Steacie Drive, Ottawa, Ontario (the "**Building**") for the term (the "**Term**") set out in the Catalyst™ Kanata Summary Sheet (the "**Summary Sheet**"), which forms part of this Agreement, at the licence fee (the "**Licence Fee**") set out in the Summary Sheet and subject to the terms, covenants, conditions, and agreements hereinafter contained:

1. Office/desk _____ (the "**Licensed Premises**") as outlined in red on Schedule "A" - Licensed Premises attached hereto, is to be used for general office purposes only and is provided on an "as is" "where is" basis. The Licensee shall not alter any building components or wall configurations of the Centre.
2. Prior to move in the Licensee will be required to sign off on the condition of the Licensed Premises and any furniture contained within. During the Term the Licensor reserves the right to inspect the Licensed Premises. Any required repairs to the walls, doors, furniture etc. will be charged to the Licensee.
3. This Catalyst Kanata Licence Agreement and Summary Sheet (together forming the "**Agreement**") shall be deemed to have been made in and shall be construed in accordance with the laws of the province of Ontario, and the laws of Canada.
4. **Free Trial Period:** Licensee will have access to Catalyst Kanata free of charge for the first seven (7) calendar days from the date of this Agreement and will automatically renew on a monthly basis, and the payment method on file will be automatically charged the prorated applicable monthly rate for the remainder of the Offer month for Catalyst Kanata and will automatically be charged the full applicable monthly rate on the first day of the following month, subject to the Catalyst Kanata Free Trial Terms and Conditions.
5.
 - i. The Licence Fee is due on the first of the month by Pre Authorized Debit (PAD). Any Licence Fee or other fees and charges not paid when due shall be charged a late fee of Fifty Dollars (\$50.00).
 - ii. Any payments which are returned NSF shall be charged a flat fee of Seventy-five dollars (\$75.00). Any subsequent payments which are not honoured shall also be charged Seventy-five Dollars (\$75.00) per occurrence.
 - iii. Any Licensee who fails to pay the Licence Fee or other fees and charges not paid when due, who fails to follow the Centre's Rules and Regulations attached hereto as Schedule "B", and any further and other reasonable rules and regulations made hereafter by the Landlord, which are binding on the Licensee and deemed to be incorporated into this Agreement, or who damages Centre property will have all privileges revoked and shall be denied access to the Centre and the Licensed Premises.

6. The Licensee, upon the payment of the Licence Fee (and other fees and charges required under this Agreement) and the observance of the Rules and Regulations and all other conditions of this Agreement, may peaceably and quietly possess and enjoy the Licensed Premises and Centre during the Term of this Agreement without interruption from the Licensor or any other person lawfully claiming by, through, or under it.
7. The Licensee shall not sublet the Licensed Premises nor transfer this Agreement.
8. **Termination:** The Licensee or Licensor may terminate this Agreement with the provision of thirty (30) days' prior written notice one to the other. Notice to terminate must be provided prior to the end of the current month to take effect for the end of the subsequent month. No refund shall be provided for a partial month.
9. The Licensee shall take good care of the Licensed Premises and the **Common Areas**, being those areas, facilities, utilities, improvements, equipment and installations within, adjacent to, or outside the Building and Centre which serve or are for the benefit of the Building and Centre, which do not comprise part of the Licensed Premises and which, from time to time, are not designated or intended by the Licensor to be for the Licensor's exclusive use, and are not designated or intended by the Licensor to be licensed to the Licensee or any other licensees of the Building or Centre. Without limiting the generality of the foregoing, Common Areas include all walkways and sidewalks, all landscaped and planted areas, the roof and exterior walls of the Building, exterior and interior structural elements and walls of the Building, common washrooms, kitchen, meeting rooms, boardroom, photocopy rooms and phone rooms in the Centre, all parking and loading areas and all entrances and exits thereto and all structural elements thereof, all access ways, truck courts, driveways, delivery passages, loading docks and related areas, all electrical, telephone, meter, valve, mechanical, storage, service and janitorial rooms, fire prevention, security and communication systems, and generally all areas forming part of the Building which do not constitute licensed or licensable premises. The Licensee further agrees to maintain the Common Areas in a clean, tidy, and healthy condition. The Licensee shall not paint, post notices, or otherwise deface the walls and surfaces of the Licensed Premises, Centre or Building.
10. Licensee is responsible for insuring its own contents and equipment. Licensor shall not be responsible for damage, theft, or other losses of the Licensee in any way from any cause.
11. Licensee shall be responsible for all its guests, employees, and anyone for whom it is responsible for while in the Building, Center, and Licensed Premises.
12. **Relocation:** The Licensor shall have the right to relocate the Licensee within the Centre.
13. **Hazardous or Illegal substances:** The Licensee shall not bring into Building or Centre any hazardous or illegal substances as defined by all federal, provincial, civic, and municipal authorities or Association of Insurance Underwriters or Agents.
14. **Additional Fees:** Fees for additional services are charged per the fee schedule (see price list).
15. **Vacating:** At the end of the Term or earlier termination thereof, the Licensee shall be required to remove all its trade fixtures, contents, furnishings, and equipment. The Licensed Premises are to be left in a clean and broom swept condition including repainting of walls, steam cleaning of the carpet,

and removal of the Licensee's name from the door of the Licensed Premises at the Licensee's sole cost and expense. Should the Licensee fail to perform any act on its part to be performed hereunder, the Licensor may perform such act and all sums paid or costs incurred by Licensor in so performing such shall be invoiced to the Licensee plus a fifteen percent (15%) administration fee and shall be payable by the Licensee to the Licensor on demand.

16. **Indemnity:** The Licensee will defend, indemnify, and save harmless the Centre and Licensor against all liability, claims for bodily injury or death, damages, loss, and expenses which may arise, unless caused by the gross negligence of the Licensor.
17. **Confidentiality:** The Licensee and those for whom the Licensee is responsible shall keep confidential all financial information, terms, and conditions in respect of this Agreement.
18. **Catalyst Kanata:** The Licensee shall not use the name of the Centre for advertising or other business activities without the express written consent of the Licensor.
19. **Entire Agreement:** There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement, save as expressly set out or incorporated by reference herein, and this Agreement constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.

The Licensee hereby accepts this Agreement of the Centre and Licensed Premises to be held by it as Licensee, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the Licensor and the Licensee have executed this Agreement on the day and year first above written.

Dated at _____ the ____ day of _____ 2022.

Licensor Name

Licensor Signature

Title

Dated at _____ the ____ day of _____ 2022.

Licensee Name

Licensee Signature

Title

Witness

Witness Signature

SCHEDULE "A"

Licensed premises:



SCHEDULE "B"

Rules And Regulations

The Licensor reserves the right to promulgate, rescind, alter or waive any rules or regulations when it is necessary, desirable or reasonable for its best interest and in the opinion of the Licensor, for the best interests of the Licensees.

General:

- i. The Licensor shall have the right to control and operate the Common Areas and Centre in such manner as it deems best for the benefit of the Licensees generally
- ii. No Licensee shall invite to the Building or Centre, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, and facilities of the Building or Centre by other licensees.
- iii. Canvassing, soliciting, and peddling are prohibited, and Licensees shall cooperate to prevent the same.
- iv. Licensor reserves the right to refuse access to any person the Licensor in good faith judges to be a threat to the safety, reputation, or property of the Building or Centre and/or its occupants.
- v. Licensees shall not cause or permit any odours to be emitted from their respective licensed premises which, in the Licensor's opinion, are objectionable or offensive or cause any interference with the safety, comfort, or convenience of the Licensor or other occupants of the Building or Centre. No food or beverages shall be carried in the public halls except in closed containers. All licensees agree and acknowledge that the Licensor has implemented a scent-free policy at the Centre.
- vi. Licensees shall not install or permit the installation or use of any machine dispensing goods for sale in their respective licensed premises, Centre, or the Building and no showcases or other articles shall be put in front of or affixed to any part of their respective licensed premises, Centre, or the Building (including the exterior of the Building).
- vii. All garbage must be properly wrapped and placed in proper garbage receptacles and the garbage receptacle shall be placed outside the Licensed Premises for emptying by the janitorial contractor. The Licensor may, at its discretion and from time to time, implement other rules concerning recycling, composting, or the general collection of garbage which all licensees must abide by.
- viii. Each Licensee of the Centre shall ensure that the kitchen, lounge, phone rooms, boardroom and small meeting rooms are left in a clean and tidy condition after each use including loading of dirty dishes in the dishwasher and wiping down counters and tables after use.

Ingress/Egress:

- i. The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, and stairways shall not be encumbered or obstructed or be used for any purpose other than for ingress to and egress from the Building, Centre, or the licensed premises.
- ii. The Licensor reserves the right to restrict and regulate the use of areas of ingress and egress of the Building, Centre, or licensed premises by licensees and the right to designate which Building entrance or entrances shall be used by persons making deliveries to the Building.
- iii. The Licensor reserves the right to exclude from the Building outside of Normal Business Hours, being such hours as the Licensor is reasonably available to perform maintenance and fulfil service requests, all persons not authorized by a Licensee in writing, by pass or otherwise to have access to the Building, the Centre, and the licensed premises. Each licensee shall be responsible for all persons authorized to have access to the Building, Centre, and their respective licensed premises and shall be liable to the Licensor for all their acts.

Building exterior, windows & doors:

- i. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades, or screens other than those furnished by Licensor shall be attached to, or hung in, or used in connection with, any window or door of any licensed premises unless approved by the Licensor acting reasonably.
- ii. The windows and doors, and other apertures that reflect or admit light and air into the Common Areas shall not be covered or obstructed by licensees, nor shall any bottles, parcels, files, papers, or other articles be placed on the windowsills.
- iii. All entrance doors in each licensed premises and the Centre shall be left locked by licensees when the licensed premises are not in use.
- iv. No radio or television aerial, antenna or satellite dish shall be affixed to any part of the Building without the written consent of the Licensor.

Signs / Advertising:

- i. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any licensee on any window or part of the outside or inside of their respective licensed premises or the Common Areas. In the event of the violation of the foregoing by any licensee, the Licensor may remove same without any liability, and may charge the expense incurred by such removal to such licensee.

Smoking:**CIGARETTES, CIGARS, VAPING, E-CIGARETTES:**

- i. Per City of Ottawa By Law 2001-148, smoking is not permitted within nine (9) meters of all egress and ingress points of the Building, within the Building, within the Centre, and within any licensed premises.
- ii. Smoking is permitted in exterior designated areas, if such areas are actually provided, only. Butts are to be extinguished and disposed of in the appropriate container, usually a "Butt Stop", and not thrown on the ground or in the plantings.

CANNABIS:

- i. The use or consumption of recreational marijuana/cannabis, in any form, and by any means, is not permitted within the Building, Centre, Common Areas, or any licensed premises.
- ii. Where a licensee, or one of its employees, is required to consume cannabis for medical purposes, the licensee shall make all reasonable efforts to accommodate the individual's needs, while respecting the interests of the Licensor and other licensees. For example, where possible, such licensee should determine if the use of cannabis for medical purposes is required during Business Hours, and whether the cannabis may be consumed in a form other than by smoking or vaping in order to reduce the effects of second-hand smoke. In any event, there shall not be any smoking or vaping of cannabis, whether for recreational or medicinal purposes, inside each respective licensed premises, in any Common Areas, the Building, or the Centre.
- iii. No Licensee shall bring marijuana plants into the Building, Common Areas, Centre, or any licensed premises.

Washrooms, showers etc.:

- i. The toilets, urinals, sinks, showers, and other water apparatus shall not be used for any purposes other than those for which they were constructed.
- ii. No rubbish, rags, ashes, paper towels, or other substances shall be thrown down the drains or flushed down the toilet.
- iii. The cost to repair any damage resulting by misuse of the washrooms or showers facilities in

the Building shall be borne by the licensees by whom or by whose agents, servants, employees, customers, or invitees the same was caused.

iv. Licensees shall not let the water run in the washroom or showers unless in actual use.

Main Building - General:

- i. Licensees shall not mark, paint, drill into, or in any way deface any part of any licensed premises or the Building. No boring, cutting, or stringing of wires or installation of pipes shall be permitted.
- ii. No bicycles, vehicles or animals or birds of any kind shall be brought into or kept in or about the Building or the licensed premises, service animals excepted.
- iii. No space in the Building or any licensed premises shall be used for lodging, overnight sleeping, or any immoral or illegal purposes.
- iv. No auction sales shall be made by any licensee without prior written consent of Licensor.
- v. Licensees shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with any occupants of the Centre or Building.
- vi. Licensees shall not occupy or permit any portion of the Building, Centre, or their respective licensed premises to be occupied as an office for the possession, storage, manufacture, or sale of narcotics or drugs, except as incidental to Licensee's main business.

Equipment or machinery:

- i. Licensees shall not install, attach, or bring into the licensed premises any equipment other than normal office equipment. Any breach of this rule will entitle the Licensor at such licensee's expense to enter the licensed premises and remove whatever such licensee may have so installed, attached, or brought in.
- ii. If any apparatus used or installed by a licensee requires a permit as a condition for its installation, the licensee must file a copy of such permit with the Licensor.

Parking:

The Licensor shall have exclusive control of all parking areas. Licensees shall not park or allow its employees, customers, invitees, suppliers, or others with whom it does business to park in areas other than those designated for parking.

No vehicles shall remain parked in any parking area overnight except with the prior consent of the Licensor. The Licensor shall not be responsible for damage to or theft of any vehicle, its accessories or contents, whether the same be the result of negligence or otherwise.

EMERGENCY MANAGEMENT:

Definitions:

- a) "Emergency" means a situation in which the Licensor determines, based on issuance, proclamation or publication of any legislation, regulations, orders or recommendations by the local municipal, provincial or federal governments, or the municipal, provincial, or federal health, disaster or civil authorities or officers that occupants, tenants, invitees or contractors working in the Building are or may be exposed to imminent danger from a disease, virus, biological or physical agents, meteorological event, a natural disaster or other event that may be unusually detrimental to human health or safety including, by way of example, but not limited to severe acute respiratory syndrome (SARS) virus, the 2009 H1N1 flu, the 2019 novel coronavirus disease (COVID-19), ice, extreme heat, security risks.
- b) "Emergency Plan" shall mean and refer to a plan prepared by or for the Licensor for managing the Building in response to an Emergency as it may be amended from time to time.
- c) Health Screening. The Licensor shall be entitled, during such time as there is an Emergency or an

Emergency Plan is in effect, to require all licensees to comply with reasonable measures imposed in respect thereof by the Licensor, including health screening, the use of hand washing and other sanitation products directly related to the management of the health threat, attendance at mandatory training sessions, and the use of additional protective clothing by all licensees and their invitees such as, but not limited to, protective barriers, gloves and masks.

- d) Access During an Emergency. During an Emergency, the Licensor shall also be entitled to specify specific modes of ingress and egress from and to the Building for licensees generally, or for specific licensees or invitees who may have a heightened risk of either exposure to a health threat or a heightened risk of transfer of unhealthy condition to other licensees, invitees or visitors in the Building.
- e) Disclosure by Licensee. The Licensee shall, immediately upon becoming aware of same, inform the Licensor of any outbreak of an infectious disease amongst its employees or invitees where such outbreak may impact the health and/or safety of other licensees in the Building or lead to an Emergency.
- f) Emergency Drills. The Licensee shall participate in any Emergency drill that the Licensor shall choose to implement acting reasonably, in preparation for an Emergency.

Catalyst Price List*

Co-Working & Offices	Dedicated Desk	\$	300.00
	1 Person Office (interior)	\$	900.00
	1 Person Office (exterior)	\$	1,000.00
	2 Person Office	\$	1,200.00
	3 Person Office	\$	1,400.00
	4 Person Office	\$	1,800.00

***Costs per month + HST are based on a 1 year lease. 15% increase for month to month. Additional terms and conditions apply.**

Boardrooms & Meeting Rooms		Hourly	Daily
	Board Room 12pp capacity	\$50/hr	\$300/day
	Meeting Room	\$25/hr	\$150/day
Other Services	Printing B&W / per page	\$	0.10
	Color Printing / per page	\$	0.30
	Replacement Copier Fob	\$	15.00
	Mailbox Rental Monthly	\$	30.00
	Mailbox Rental Annually	\$	250.00
	Mailbox Replacement Key	\$	15.00
	One Time Administration Set Up Fee	\$	200.00

* Prices are subject to change

catalystbusinesscenter.com

62 Steacie Drive, Kanata, ON K2K 2A9
613.226.1884 | info@catalystbusinesscenter.com