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TERMThe duration of this Agreement shall be for two (2) years from the Effective Date ("Term").
3. CONSIDERATIONLicense fee is not required for non-commercial research. However, if Licensee wishes to use GRASSP for commercial purposes, then Licensee must obtain a commercial license from UHN. For clarification, "commercial purposes" means any activities conducted for the purposes of commercialization including clinical trials or any research sponsored by commercial entities.
4. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

(a) UHN represents and warrants that it has the right and authority to enter into this Agreement and to grant Licensee the rights hereunder.

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(d) Licensee assumes all risks associated with the use of or inability to use the Licensed Work. In no event shall UHN be liable for any damages, whether in contract or in tort, including but not limited to any direct, special, indirect or consequential damages, even if UHN has been advised of the possibility thereof including, but not limited to, lost profits, lost revenues, failure to realize expected savings, or other commercial or economic loss of any kind.

(e) Licensee shall indemnify and hold UHN and its directors, officers, employees and agents harmless from and against all liability, losses, damages, claims, cause of actions and expenses (including reasonable legal expenses) resulting from and arising out of Licensee's use or other exploitation of the Licensed Work.

5. CONFIDENTIALITY Licensee and UHN agree to keep confidential all confidential and proprietary information and materials (a) prepared or developed by or for it (including the financial terms of this Agreement); and (b) supplied by one party to the other under this Agreement, provided that information and materials (in respect of the aforementioned (a) and (b) herein) intended to be held in confidence

(i) are designated as confidential;

(ii) are not publicly available;

(iii) were not obtained by the other party in advance of this Agreement;

(iv) were not independently developed; or (v) were not obtained from a third party having an obligation or duty of confidentiality in respect of the information or materials to the other party. Confidential information may be disclosed as necessary to enforce a party's rights under this Agreement and to comply with any legal or governmental action. In the event of legal or governmental action, the disclosing party shall promptly notify the other and shall cooperate in any reasonable manner with the other in contesting such disclosure. (iv) were not independently developed; or (v) were not obtained from a third party having an obligation or duty of confidentiality in respect of the information or materials to the other party.

Confidential information may be disclosed as necessary to enforce a party's rights under this Agreement and to comply with any legal or governmental action. In the event of legal or governmental action, the disclosing party shall promptly notify the other and shall cooperate in any reasonable manner with the other in contesting such disclosure.

6. TRADEMARKS AND COPYRIGHT NOTICES Licensee acknowledges that UHN is the owner of the trademarks associated with the Licensed Work. Licensee will not alter, deface or obscure in any manner any copyright or trademark notices in the Licensed Work and will ensure that all copies of the Licensed Work bear all such copyright and trademark notices.**7. TERMINATION**

(a) Should either of the parties of this Agreement fail to perform their duties and responsibilities hereunder this Agreement (a "Default Event", as defined below), either party may give the other party written notice of such Default Event and an opportunity to cure such Default event within thirty (30) business days of receipt of such notice. In the event that a notified party declines to, or otherwise fails to, cure such Default Event within said thirty (30) business day period, this Agreement shall terminate. A "Default Event" shall include, but not be limited to:

(i) failure to make a payment pursuant this Agreement;

(ii) if a petition in bankruptcy is filed against a party hereto, or a petition for reorganization is filed by or against a party hereto, or if a party hereto is declared insolvent, has a receiver appointed for its property, or is unable to pay its debts, or makes an assignment for the benefit of creditors or otherwise seeks or becomes subject to proceedings under any bankruptcy, insolvency or debtor's relief law and such proceedings are not vacated within sixty (60) days of their commencement; or

(iii) a party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such breach by the other party.

(b) Licensee may terminate this Agreement by giving thirty (30) days written notice.

(c) In the event of termination, Licensee shall cease to use Licensed Work and shall destroy or return all digital copies of the Licensed Work and its related printed materials to UHN. All fees paid pursuant to this Agreement are non-refundable.

8. PROPRIETARY RIGHTS

(a) Nothing contained in this Agreement shall be construed to convey any right, title or interest in the Licensed Work other than the rights licensed under this Agreement.

(b) The Licensee shall promptly notify UHN of any third-party infringements of the Licensed Work discovered by the Licensee and shall cooperate and otherwise provide reasonable assistance in connection with the enforcement of rights associated therewith.

(c) Licensee recognizes that UHN, University of British Columbia, Toronto Rehabilitation Institute, Balgrist University and Thomas Jefferson University are the owners of the Licensed Work and shall not at any time do or permit to be done any act or thing which is likely to in any way prejudice the institutions' title. Licensee further agrees that it shall not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Licensed Work or any part thereof, except under the terms of this Agreement.

Licensee shall acknowledge the “International GRASSP Research and Design Team” as the source of the Licensed Work in any publication.

9. GENERAL PROVISIONS

(a) It is understood that neither party is an agent or representative of the other party, and that this Agreement does not constitute a partnership or joint venture between the parties. UHN and Licensee agree that neither they, nor any of their agents, employees, officers, directors or representatives will in any manner otherwise represent themselves as an agent or representative of the other.

(b) Licensee shall have the right to assign this Agreement to an affiliate of Licensee upon prior written notice to UHN. In all other instances, neither party shall assign its rights or duties under this Agreement to another without prior written consent of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties and their successors and assigns.

(c) Any waiver by a party of any default or breach of any term or condition of this Agreement, whether such waiver be direct or implied, shall not be construed to be a continuing waiver, or a waiver of or consent to, any subsequent default or breach on the part of either party of the same or of any other condition of this Agreement.

(d) If any provision of this Agreement shall prove to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision that is illegal, invalid or unenforceable shall be deemed modified so as to include terms as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(e) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario for the purposes of any suit, action or other proceeding arising out of this Agreement.

(f) This Agreement constitutes the sole and entire agreement between the parties concerning the subject matter hereof and supersedes all proposals, oral or written, and all negotiations, conversations and other communications and contracts between the parties relating to the subject matter herein. No waiver, alteration, modification of any of the provisions hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. Neither the course of conduct between the parties nor trade usage shall act to modify or alter any provisions of this Agreement.

(g) All of these general provisions, as well as the provisions on confidentiality, warranties and indemnities, ownership and protection of intellectual property, and the effects of termination shall survive expiration or earlier termination of this Agreement.