**Green Economy North Member Agreement**

THIS AGREEMENT is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_

BETWEEN:

**RETHINK GREEN**

Hereinafter “reThink Green”

OF THE FIRST PART

-and-

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Hereinafter the “Member”

OF THE SECOND PART

**WHEREAS** the Member requests to become a member of Green Economy North;

**NOW THEREFORE** this agreement witnesses that, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Definitions**

1. For the purposes of this agreement:

**“Agreement”** means this agreement, including the schedules attached hereto, as may be amended from time to time, in writing;

**“Environmental Tracking Software”** means the environmental metric (waste, water, carbon, etc.) accounting and reporting tool used by reThink Green from time to time; and,

**“Walkthrough Energy Audit”** means an on-site assessment of energy usage, including but not limited to building systems and process systems, for the purposes of identifying areas of efficiency loss and potential improvement.

**“Project Site”** refers to a building or complex of buildings which has been registered with Green Economy North and for which either the landlord or management firm has become a member of Green Economy North

**Services**

1. The Member may use the Environmental Tracking Software in accordance with, and subject to, the terms and conditions of the attached Schedule A. The Environmental Tracking Software is currently provided by Verisae Inc. (“**Verisae**”).
2. reThink Green shall provide services including, but not limited to, a walkthrough energy audit, research support, green team organization, action planning support, carbon emission inventory and baselining, and communications support totalling not more than **35** hours per year.
3. reThink Green shall provide 7 passes to the Member per event in accordance with the following chart (“Event Passes”).

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Number of Employees** | 1 - 5 | 6 - 15 | 16 - 25 | 26 - 50 | 51 - 100 | 101 - 500 | 501 - 1000 | 1001 + |
| **Free Event Passes** | 3 | 3 | 4 | 4 | 5 | 6 | 7 | 8 |

1. reThink Green shall recognize the Member as being a member of the Green Economy North in reThink Green’s Green Economy North Year End Report, to be released once per annum.

**Term**

1. The term of this Agreement shall be for one (1) year commencing on the date this Agreement is executed by the parties (the “Term”).

1. This Agreement may be terminated by either party on thirty (30) days written notice to the other.

**Payment**

1. The Member shall pay to reThink Green an annual fee of 4000+ HST in accordance with the following chart (the “Annual Fee”) and subject to Schedule B attached.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Number of Employees** | 1 - 5 | 6 - 15 | 16 - 25 | 26 - 50 | 51 - 100 | 101 – 500 | 501 – 1000 + |
| **Annual Fee** | $500 | $750 | $1,000 | $2,000 | $3,125 | $4,000 | $5,00 |

1. The first Annual Fee shall be paid on the date this Agreement is executed by the parties, subject to Schedule B attached, and the subsequent Annual Fees shall be paid on that same date each year thereafter during the Term, or as otherwise agreed upon by the parties in writing.
2. The Annual Fee may increase or decrease each year, in accordance with the preceding chart, depending on the number of people employed by the Member on the date on which the Annual Fee is to be paid.
3. reThink Green reserves the right to increase the total annual fee indicated in the preceding chart each year by no more than the cumulative annual rate of inflation over the preceding years of the Agreement, as calculated by reThink Green.

**Name & Logo**

1. reThink Green may use the Member’s name and logo in a manner agreeable to Member on reThink Green’s website, news releases, annual reports and other documents in relation to the Member’s role as a “Member” of Green Economy North.
2. The Member may use reThink Green’s name and logo in a manner agreeable to reThink Green.

**Duties of Member**

## The Member shall not sell, rent, lease, license, sublicense, modify, time share, outsource or otherwise use or transfer the Environmental Tracking Software o any third party.

## The Member shall use reasonable care and protection to prevent the unauthorized use, copying, publication or dissemination of the Environmental Tracking Software.

## Except as otherwise provided for in this Agreement, reThink Green, in no way, transfers any rights, titles or interests to the Environmental Tracking Software to the Member and the Member expressly acknowledges that all rights, titles or interests to the Environmental Tracking Software shall remain with reThink Green.

## The Member expressly acknowledges that the Environmental Tracking Software is confidential information, including but not limited to: source code, methodology, algorithms, rules and workflow; and may not be reversed engineered or disseminated in any way by the Member.

**General Terms**

1. Each party is an independent contractor and this Agreement shall not constitute or be considered to create a partnership, joint venture, agency or employer/employee relationship between the parties unless expressly so stated herein. Neither the parties, nor any of their employees or agents, shall have the power or authority to bind or obligate the other party unless expressly so stated herein.
2. This Agreement may be executed by the parties in separate counterparts each of when executed and delivered shall be original, but all such counterparts shall together constitute one and the same instrument. The parties agree that the signing and delivery of this Agreement, notice of acceptance thereof and delivery of all notices and communication may be made by facsimile transmission or by electronic mail transmission with the attachment of the Agreement in a .pdf or .doc format addressed to the parties and shall be binding on all parties as if it was their original signatures.
3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontarioand the laws of Canada applicable therein.
4. This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties. There are no warranties, representations or other agreements in connection with the subject matter of this Agreement except as specifically set forth herein.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF** the parties hereto have executed and delivered this Agreement as of the date first written above.

|  |  |
| --- | --- |
| **MEMBER**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature)  Per:  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    I have the authority to bind the Member | **RETHINK GREEN**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature)  Per:  Name:  Title:  Date:  I have the authority to bind the Corporation |

**Schedule A**

1. **Definitions**. In this Schedule A, in addition to the terms defined elsewhere in this Schedule A, the following words have the following meanings:
   1. “**Account**” means the Member’s account for use of the Online Services.
   2. “**Facility**” means a facility or other location that: (i) is currently, or has previously been, occupied by the Member; and (ii) the Member wishes to track such location’s greenhouse gas emissions using the Online Services.
   3. “**Named User**” means an employee of the Member who is designated by the Member to have Credentials (as defined below) for the access and use of the Account.
   4. “**Online Services**” means Verisae’s cloud-based software platform services made available by reThink Green to the Member from time to time.
2. **Access and Use of the Online Services**.
   1. reThink Green hereby grants the Member a limited, non-exclusive, non-transferable right to access and use, and to allow Named Users to access and use, the Online Services during the Term.
   2. The Member will be responsible for all activity that occurs under the Account, whether authorized by the Member or not. reThink Green will not be liable for any loss that the Member may incur due to any unauthorized use of the Account and/or any Credentials (as defined below).
   3. Each of the current maximum number of Facilities that the Member will be entitled to use for the Account from time to time and the current maximum Named Users that the Member will be entitled to designate from time to time will be established in accordance with following:

|  |  |  |
| --- | --- | --- |
|  | **Maximum number of Facilities** | **Maximum number of Named Users** |
| 1 – 5 | 1 | 1 |
| 6 – 10 | 1 | 1 |
| 11 – 25 | 3 | 1 |
| 26 – 50 | 5 | 2 |
| 51 – 100 | 6 | 3 |
| 101 – 500 | 7 | 3 |
| 501+ | 10 | 4 |

* 1. The Member may purchase privileges for additional facilities and/or credentials (as defined below) for named users at any time. Such purchases will be at reThink Green’s then current price. For current prices, please contact reThink Green.

1. **Usernames and Passwords**.
   1. Each Named User will be entitled to access the Account using their unique username and password (“Credentials”). Individual Credentials will be created, and must be used, for each Named User. reThink Green reserves the right to change or update, or have changed or updated, any Credentials.
   2. The Member agrees that only Named Users may access and use the Online Services through the Account.
   3. The Member will: (i) ensure that the Credentials for each Named User will only be used by the person so designated as a Named User; (ii) promptly notify reThink Green of any actual or suspected unauthorized use of the Account or any Credentials; (iii) cause each Named User to maintain the confidentiality of their Credentials and not share their Credentials with any other party (including, other employees of the Member).
   4. The Member will provide reThink Green with the name and contact information of each Named User. The Member will provide reThink Green with prior notice of any changes in the designation of the Member’s employees who are Named Users (including, but not limited to, notifying reThink Green when an employee who is a Named User is no longer employed by the Member) so that reThink Green may establish Credentials for new Named Users.
2. **Restrictions on Use**. The Member agrees that the Online Services contain confidential and proprietary information of Verisae. Accordingly, the Member will not, and will not allow the Named User to: (i) permit any other party to access the Online Services; (ii) modify, adapt, alter or translate the Online Services (or any part thereof); (iii) sell, sublicense, lease, rent, loan, distribute, use for timesharing or service bureau purposes, or transfer the Online Services to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise discover or attempt to discover the source code (or the underlying ideas, algorithms, structure or organization) of the Online Services; (v) use or copy the Online Services except as expressly as set out in this Schedule A; (vi) take any screen shots, captures or images of the Account or the Online Services; (vii) wilfully tamper with the security of the Online Services; or (viii) violate any local, provincial, state, federal or foreign law, treaty, regulation or convention applicable to use of the Online Services.
3. **Support**. All technical and administrative support issues for the Online Services (including, but not limited to, issues with Credentials) will be addressed by reThink Green and not Verisae. The Member and Named Users will only contact reThink Green for all inquiries related to the Online Services.
4. **Member** **Data**.
   1. reThink Green and Versiae do not obtain any ownership in any data, information or materials of the Member that are inputted and submitted to and through the Online Services under the Account (“Member Data”). The Member has the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of all Member Data. reThink Green and Verisae will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Member Data.
   2. The Member hereby grants to reThink Green a non-exclusive, worldwide, royalty-free, fully paid, irrevocable license: (i) during the Term to allow Verisae to use, reproduce, modify, and create derivative works of Member Data for purposes of providing the Online Services to the Member; and (ii) during and after the Term to use, reproduce and modify, and to allow Verisae to use, reproduce and modify, Member Data to extract information from Member Data solely on an Aggregate Basis (as defined below) for the purposes of creating derivative works. “**Aggregate Basis**” means that a party extracts and combines parts of information collected or processed from Member Data in a manner that does not contain or disclose the name of the Member or otherwise may disclose, identify or reveal the identity of the Member.
5. **Disclaimers**. THE ONLINE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW, THERE ARE NO, AND RETHINK GREEN GIVES NO, CONDITION, WARRANTY, UNDERTAKING OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, IN RESPECT OF THE ONLINE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTY OR CONDITION ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; ANY OBLIGATION, LIABILITY, RIGHT, REMEDY OR CLAIM IN TORT, DESPITE ANY FAULT, NEGLIGENCE, OMISSION OR STRICT LIABILITY OF THE PROVIDER (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND ANY OBLIGATION, LIABILITY, REMEDY, RIGHT OR CLAIM FOR INFRINGEMENT.
6. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED OR ANY OTHER DAMAGES INDIRECTLY ARISING OUT OF OR RELATED TO THE ONLINE SERVICES, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO THE OTHER PARTY.

**Schedule B**

**Contingency-Based Membership Fee**

1. **The Membership Fee** identifiedin Section 9 and 10 shall be deferred for up to one year, and will payable at such time as the Member receives approval for projects applied for with the support of reThink Green.
2. This Contingency-Based Membership Fee Schedule will be subject to renewal for up to 1 year on written agreement of reThink Green and the Member.