

**Corporate User Acknowledgment  
Simon Fraser University (“SFU”),  
as represented by 4D LABS (“4D LABS”)**

**To: Simon Fraser University / 4D LABS  
8888 University Drive  
Burnaby, B.C. V5A 1S6**

SFU has agreed to grant employees or other representatives of (legal name of organization) \_\_\_\_\_ (the “**Company**”) access to its research facility known as 4D LABS (“**4D LABS**” or the “**Facility**”) to pursue the following research \_\_\_\_\_ (the “**Activity**”). In exchange for SFU granting the Company access to the Facility to carry out the Activity, the Company agrees to the following:

1. The Company assumes all responsibility for employees or other affiliated individuals who may use 4D LABS under the name of the Company. This includes but is not limited to responsibility for providing necessary materials and payment of associated costs, as well as payment for all 4D LABS fees incurred by such employees or other affiliated individuals, in the name of the Company.
2. The Company will acknowledge 4D LABS in publications or presentations resulting from work performed using equipment or other support offered by 4D LABS.
3. The Company acknowledges that 4D LABS is a community of professional and student researchers. As such, courteous, professional, and responsible behavior is expected at all times. Access to 4D LABS is a privilege and may be revoked by 4D LABS at any time.
4. 4D LABS may at any time, at its discretion, change, repair, and/or modify equipment within the Facility. SFU will, to the best of its ability, strive to uphold a well-maintained Facility and will do its best to ensure that any changes, repairs, and/or modifications to equipment within the Facility have minimal impact on the Activity.
5. SFU is granting the Company access to the Facility on an “as is” basis, and makes no representations or warranties as to the fitness of the Facility for the Activity or the fitness of purpose of data, materials and/or intellectual property obtained from the Activity.
6. For the safety of all users of the Facility, 4D LABS may determine at any time that an employee or other representative of the Company requires additional training and will not be permitted to use the Facility until such time as such employee or other representative has completed any additional training required, to the satisfaction of 4D LABS.

7. SFU's insurance coverage does not extend to cover the Company's property or the property of any employees or other representatives of the Company. The Company shall ensure that adequate insurance coverage is in place for all Company property (including property of any employees or other representatives of the Company) that is brought on to SFU's campus. The Company shall promptly reimburse SFU for any damage to or theft/loss of SFU property resulting from the negligence of an employee or other representative of the Company.
8. The Company, for itself and its successors and assigns, hereby remises, releases and forever discharges SFU and its governors, officers, directors, servants, employees, agents, independent contractors, subcontractors, volunteers and representatives, and their heirs, executors, administrators, successors and assigns (as the case may be) who are in any way connected to the Facility or the Activity (each a "**Released Party**" and collectively, the "**Released Parties**"), of and from any and all manner of actions, causes of action, suits, proceedings, contracts, claims, demands and liabilities whatsoever, in law or in equity, which the Company ever had, now has or may hereafter have against any of the Released Parties, with respect to any cause, matter or thing under or in respect of or relating to this Corporate User Acknowledgment, the Company's involvement in the Activity or the Company's use of the Facility, including the use of the Facility by any employee of the Company or those for whom the Company is at law responsible, save and except for any actions, causes of action, suits, proceedings, contracts, claims, demands and liabilities arising from the gross negligence or willful misconduct of any Released Party.
9. The Company hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands, actions, causes of action, damages, losses, deficiencies, costs (including reasonable legal costs on a solicitor and own client basis), expenses, liabilities and administrative proceedings including, without limitation, claims arising by reason of any injury to or death of any person, or damage to any property, including consequential loss, which may be brought or made against any of the Released Parties with respect to any cause, matter or thing under or in respect of or relating to this Corporate User Acknowledgment, the Company's involvement in the Activity or the Company's use of the Facility, including the use of the Facility by any employee of the Company or those for whom the Company is at law responsible, save and except for any claims, demands, actions, causes of action, damages, losses, deficiencies, costs, expenses, liabilities and administrative proceedings arising from the gross negligence or willful misconduct of any Released Party.

**I confirm that all corporate action has been taken on the part of the Company to authorize the release and indemnity contained herein, and this Corporate User Acknowledgment constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.**

**COMPANY**, by its duly authorized signatory:

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
Date

Title: