



Cogan[®]

WEBSITE ACCESS AGREEMENT

AGREEMENT, made in Montreal, Quebec dated (month) _____ (day) _____, (year) _____.

BY AND BETWEEN: COGAN WIRE & METAL PRODUCTS LTD
2460 Boulevard des Entreprises, Terrebonne,
Quebec, J6X 4J8, represented by Derek
Goddard, President (referred to as “Cogan”);

AND:

Company

Address

City/State or Province/Country/Zip or Postal Code

Contact/Title

(referred to as the “Vendor”)

RECITALS

Cogan is a designer and manufacturer of specialized metal products, including mezzanines, guard rails, wire mesh partitions, lockers, and such other products that may be produced by Cogan from time to time (referred to as the “Products”);

The Vendor is an authorized supplier of Cogan Products;

Cogan has developed an interactive website to provide authorized users with the ability to obtain immediate quotes for the Products (referred to as the “Website”);

The Vendor wishes to have access to the Website, and Cogan has agreed to provide such access, with both parties agreeing to the terms and conditions set forth in this agreement.



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1. Use of the Website

The Vendor is granted a limited, non-exclusive right to access the Website, subject to the terms and conditions of this Agreement.

2. Password

Access to the Website is through a combination of a Username and Password. The Username and Password are confidential and the Vendor is fully responsible for its use (sharing the Username and Password with another person and/or using another Vendor's Username and Password is forbidden).

3. Intellectual Property Rights

Cogan retains all right, title and interest in and to the Website, the Products, the technology and all intellectual property rights associated with the Website. Nothing in this Agreement shall be interpreted so as to provide the Vendor with any ownership or license of such intellectual property rights. The Vendor, including all of its representatives, is not entitled to modify the Website or gain access to any technology or source code from the Website.

4. Confidentiality

The contents of the Website and all information given to the Vendor through the Website, including Product information, Product designs, specifications and prices are all considered confidential. Confidentiality must be respected and honoured by the Vendor, especially with respect to Cogan's competitors or potential competitors. Any breach of confidentiality will terminate this agreement and the Vendor's access to the Website, and may result in legal proceedings against the Vendor by Cogan, including proceedings to obtain an order to restrain the Vendor from any further breaches of confidentiality and/or to claim monetary compensation from the Vendor.

5. Security

The Vendor's access to the Website shall be limited to a single secure computer by the Vendor's representative that is authorized by Cogan to use their own Username and Password. No other person (including any other employee or representative of the Vendor) shall have access to the Website. Access granted by Cogan is only for the purposes defined by the Website. Cogan shall make use of all available technology to monitor the Vendor's compliance with its undertakings under this Agreement.

6. Termination

If the Vendor breaches any of the terms and conditions in this Agreement, Cogan may immediately terminate this Agreement, followed by prompt written notice of termination. The Vendor may terminate this Agreement at any time by written notice to Cogan via e-mail.

7. Notices

All Notices under this Agreement shall be provided to the Vendor by e-mail to the e-mail address provided by the Vendor to Cogan. Notices to Cogan shall be delivered via e-mail to derek.goddard@ecogan.com.

8. Waiver

The Waiver by Cogan of any breach of any term or condition of this agreement does not mean the Vendor can breach any other term or condition in the agreement.



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9. Governing Law

The parties agree that this agreement shall be construed and enforced in accordance with and governed by the laws of the Province of Quebec and the laws of Canada in force in Quebec from time to time.

10. Language

The parties have agreed that this agreement as well as all other documents relating to this agreement be drawn up in the English language.

COGAN WIRE & METAL PRODUCTS LTD.

Per:

Derek Goddard, President

[Vendor]

Per:
