METROLINX TERMS AND CONDITIONS FOR USE OF AND ACCESS TO iSUPPLIER APPLICATION

The following terms and conditions (the "**Agreement**") govern the use of Metrolinx Web-Based iSupplier Application (the "**Application**"). In these terms and conditions, "**Vendor**" means the Vendor (such as, for example, a supplier) who is authorized by Metrolinx to access the Application, "**User**" means an individual who uses the Vendor's user name and password for the Application and "**Account Administrator**" is someone who is responsible for the Vendor Profile on iSupplier (will also be referred to as a "User", unless specified). By using the Application, the Vendor agrees to be bound by the following terms and conditions:

1. The Vendor may apply for user names and passwords for more than one individual, although one must be the Account Administrator. Each user name and password is to be used by a single person in the Vendor's organization. The Vendor confirms that it grants authority to each individual who is given a user name and password to legally bind the Vendor. Metrolinx will consider all actions taken by an individual using a user name and password assigned to the Vendor to be duly authorized by the Vendor. The Vendor shall be bound by all information, applications, agreements, and instructions submitted to Metrolinx through the Application using a user name and password assigned to the Vendor.

2. The Vendor shall keep its user names and passwords for the Application confidential. The Vendor is responsible for the security of its user names and passwords. The Vendor shall follow such procedures, controls, instructions, and guides as Metrolinx may reasonably require (and in the absence of any such requirements, the Vendor shall use commercially reasonable controls and procedures) in connection with the Application and for safeguarding of user names and passwords assigned to the Vendor. The Vendor's user names and passwords will enable a User to obtain access to all of the information that the Vendor submits or is able to access through the Application or that Metrolinx may make available from time to time and to make full use of all related Application features. The Vendor authorizes Metrolinx to provide access to the Vendor's information or applications to anyone using the Vendor's user names and passwords.

3. The Vendor is responsible for:
(i) all activities that occur from use of its user names and passwords, and
(ii) promptly notifying Metrolinx of any unauthorized use of any of its user names or passwords. The Vendor shall notify Metrolinx promptly of any changes in the Vendor information, Vendor or User contact information, Account Administrator information submitted in connection with the Vendor's application for access to the Application to ensure that it is kept accurate and complete. Without limiting the previous sentence, the Vendor shall notify Metrolinx promptly in writing whenever an Account Administrator ceases to be employed by the Vendor or the Vendor wishes to revoke a user name and password for any reason.

4. Metrolinx's records will, in the absence of obvious error or except as otherwise agreed to by Metrolinx, be conclusive evidence of the information Metrolinx receives from the Vendor, and the transactions between Metrolinx and the Vendor, resulting from the Vendor's use of the Application.

5. Any information provided by Metrolinx is believed to be accurate and reliable. However, Metrolinx does not guarantee that such information is accurate, complete, current, or error-free at all times. Metrolinx is not responsible for any error in such information or for any fraudulent information/activity. The Vendor's exclusive remedy against Metrolinx for any error in such information is limited to the correction of any erroneous information.

6. When using the Application, it is the Vendor's responsibility to ensure all submitted data is correct, including any data automatically loaded from the purchase order or elsewhere. Any update to your Supplier Record details is a request for an update and will be subject to review and approval by Metrolinx. Supporting documents will need to be uploaded/provided when required.

7. Metrolinx reserves the following rights, each of which it may exercise in its sole discretion at any time:
(i) to limit the time period during which access to the Application will be made available;
(ii) to modify the manner in which it makes information or services available through the Application;
(iii) to modify the manner in which it reports and presents data in the Application;
(iv) to modify the type of information or services that it makes available through the Application;
(v) to discontinue providing information or services through the Application to the Vendor; and
(vi) to terminate this Agreement.

8. Use of the Application is at the Vendor's sole risk. The Application is provided strictly on an "as is", "as available" basis. To the maximum extent permitted by law, Metrolinx disclaims all representations, warranties and conditions relating to the Application (including, without limitation, warranties or conditions of merchantable quality or fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing or usage of trade). Metrolinx does not warrant, represent, guarantee, or covenant that the application will be uninterrupted or error free, nor does Metrolinx make any warranty, representation, guarantee or covenant as to the results that may be obtained from the use of the Application or as to the accuracy, reliability, or content of any information or service on the Application. Metrolinx shall not be liable for any delay or failure to provide access to the application or information or services available on the application for any reason whatsoever including, without limitation, systems failure or technological failure of Metrolinx's website or the web. Metrolinx will not be subject to any claims arising from the unavailability or improper operation of the Application.

9. The downloading of materials from the Application is done at the Vendor's own risk. Metrolinx does not at any time guarantee, covenant, represent or warrant that such materials are free of viruses, worms, trojan horses, or other destructive codes. The Vendor is responsible for implementing safeguards to protect its computer system and data.

10. In no event will Metrolinx be liable for any direct, indirect, consequential, incidental, special, compensatory or punitive damages or losses, or damages for loss of income, loss of business profits, business interruption, failure to realize expected business opportunities, loss of data or business information, or loss of or damage to property, or claims of third parties, or other pecuniary loss, arising out of or related to this Agreement or the use of the Application, even if Metrolinx has been advised of the possibility of such damages or losses.

11. The Vendor will treat this Application access and all content available for view as confidential and will not disclose or use it for any purpose other than to submit invoices, view/edit Supplier Record, and view invoice and payment status. The Vendor will not duplicate, distribute, or otherwise disseminate or make available any information or content that the Vendor may access through the Application. The data the Vendor inputs into the Application shall be treated as confidential information of Metrolinx.

12. The Vendor shall not access or try to access restricted areas of Metrolinx's computer system or perform or try to perform functions that are not authorized under this Agreement or to disrupt, impair or interfere with Metrolinx's computer system. If Metrolinx reasonably suspects that the Vendor is doing so or attempting to do so, then Metrolinx may take such action as Metrolinx considers appropriate, without notice to the Vendor, including suspending the Vendor's access to the Application, cancelling the Vendor's access to the Application, and terminating this Agreement.

13. This Agreement in electronic form is the equivalent of an original written paper Agreement between the Vendor and Metrolinx. The Vendor consents to the exchange of information, documents and notices between Metrolinx and the Vendor electronically. Without limitation, Metrolinx may provide information, documents, and notices to the Vendor to any electronic mail address provided by the Vendor or through any Applications that the Vendor is authorized to access. Metrolinx, this Web Site and its server are physically located in the Province of Ontario. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the Province of Ontario and the parties agree to submit any disputes arising in connection with this Agreement to the jurisdiction of the courts of the Province of Ontario.

14. All obligations of the parties and provisions of this Agreement (including, without limitation, obligations of indemnification and provisions with respect to disclaimers and limitations of liability) which expressly or by implication survive termination or expiration of this Agreement. In the event of termination, this Agreement continues to apply and be binding upon the Vendor with respect to the Vendor's prior use of the Application.

15. The Vendor shall indemnify, defend and hold Metrolinx harmless from and against any and all claims, liabilities, damages, demands, suits, actions, losses or expenses (including all legal fees), (collectively "Claims") arising out of:
(i) the Vendor's use of the Application,
(ii) any act or omission by the Vendor or its employees or agents that results in loss, damage, interference with or disruption to, the Application or the equipment or facilities of Metrolinx or any unauthorized or prohibited access to computer systems and data, or
(iii) the Vendor's breach of this Agreement.

16. Metrolinx may change these terms and conditions at any time. Any change shall be effective immediately upon either a posting of such change on the Application or upon notification of the Vendor by electronic mail or conventional mail. Any use by the Vendor of the Application shall constitute the Vendor's Agreement with any such change.

17. If any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction,
(i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and
(ii) the remaining provisions shall remain in full force and effect.

18. The Vendor understands that access to the Application enables a User to view information regarding the Vendor including, without limitation, contact information, transactions between the Vendor and Metrolinx and payments made to the Vendor, and enables an Account Administrator to vary information regarding the Vendor and to add and remove Users.