**USER LICENSE AGREEMENT**

This User License Agreement ("**Agreement**"), is made by and between HYAS Infosec Inc., located at 408 - 55 Water Street, Office 8536, Vancouver, British Columbia, V6B 1A1, Canada ("**HYAS**") and Client (defined below), and is effective as of as of the date of Client’s accepting this Agreement (the "**Effective Date**"). Each of HYAS and Client is a "**Party**" and, collectively, they are the "**Parties**".

**RECITALS**

**WHEREAS**, HYAS is in the business of designing, developing, licensing, and distributing proprietary risk mitigation and cyber-threat intelligencesoftware-as-a-servicelicensed applications, including mechanisms that provide access to cloud computing platforms, application programming interfaces, software plugins, code, libraries, protocols, agents, and related materials ("**Licensed Applications**");

**WHEREAS**, Client has an interest in preventing, investigating, and protecting its operations from malicious actors and activities;

**NOW**, **THEREFORE**, in consideration of the representations, warranties, promises, and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

# DEFINITIONS

## In this Agreement, the following terms have the meanings ascribed to them:

### "**Applicable Law**" means all applicable national, federal, provincial, state, and local laws, rules, ordinances, compulsory guidelines, and regulations, including without limitation, relevant Data Protection Laws;

### "**Authorized User**" means the Client who is authorized to access, operate, or run a Licensed Application, per this Agreement;

### "**Client**" means the individual accepting this Agreement on their own behalf;

### "**Data Protection Laws**" means all international, national, federal, state, provincial, and local laws, rules, and regulations relating to data privacy, data protection, or data security;

### "**Documentation**" means the user manuals and/or help guides that HYAS provides to Client, which describe a Licensed Application or its intended use;

### "**Intellectual Property Rights**" means any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under, or related to any patent, copyright, trademark, trade secret, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world;

### "**Privacy Statement**" means the document found on HYAS’ website at: *https://hyas.com/privacy-statement****/*** (as may be amended by HYAS from time to time);

### "**Purpose**" means Client’s non-corporate, non-production, and individual use of the Services for Client’s personal and at-home prevention, detection, or investigation of and protection against cyber security incidents, malicious, deceptive, or illegal cyber activity, and cyber security threats to public security;

### "**Services**" means the Licensed Applications, as described by Documentation, which Client has been permitted to access under this Agreement; and

### "**User ID**"means the Authorized User’s unique account name and password for access to and use of the Free Services.

# SERVICES

## Provision of Free Services

### By (1) clicking a box indicating acceptance of this Agreement, (2) executing an order document that references this Agreement, or (3) using our Free Services, Client agrees to the terms and conditions of this Agreement. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such individual or entity and its affiliates to these terms and conditions, in which case the term “Client” shall refer to such individual or entity and its affiliates.

### Subject to the terms and conditions of this Agreement, HYAS will provide Client with access to the Services free of charge (“**Free Services**”). Client will cooperate with HYAS in support of HYAS’ provision of the Free Services, including by providing all reasonably-requested information and materials.

### Free Services are provided to Client without charge up to certain limits as described in the Documentation. Usage over these limits requires Client’s purchase of additional resources or services. Client agrees that HYAS, in its sole discretion and for any or no reason, may terminate Client’s access to the Free Services or any part thereof at any time with or without notice. Client agrees that any termination of Client’s access to the Free Services may be without prior notice, and Client agrees that HYAS will not be liable to Client or any third party for such termination.

# RIGHTS & RESTRICTIONS

## Rights Granted

Subject to the terms and conditions contained herein, HYAS grants to Client a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to access and use the Free Services, during the Term and solely by the Authorized User, for the Purpose.

## Restrictions & Obligations

### Except as expressly set forth herein, Client will not, and will not permit any third party to: (i) access or use the Free Services, directly or indirectly, for any unlawful, illegal, or fraudulent purpose, or for any purpose that is not expressly permitted by this Agreement; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Free Services or other HYAS Property available to any third party; (iii) send or store, on or through a Free Services, viruses, worms, time bombs, trojan horses, or other harmful or malicious code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Free Services; (v) attempt to gain unauthorized access to or use of the Free Services or other HYAS Property; (vi) remove or modify any HYAS markings or any notice of HYAS’ proprietary rights; (vii) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Free Services or other HYAS Property; (viii) access or use the Free Services in order to build or support, or assist a third party in building or supporting, competitive products or services; (ix) disclose results of any product or program benchmark tests related to the Free Services without HYAS’ prior written consent; (x) access, use, or permit the access or use of the Free Services in any manner or for any purpose that may infringe any Intellectual Property Rights or other proprietary rights; or (xi) access, use, or permit the access or use of the Free Services in any country that is restricted by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control, and other governmental entities imposing export controls and trade sanctions’ lists.

### Client will: (i) comply with all Applicable Law as relates to its access to and use of the Free Services; and (ii) promptly notify HYAS of any unauthorized access to or use of the Free Services.

## Authorized Users

* + 1. The Authorized User will be assigned a User ID, and as between Client and HYAS, Client is solely responsible for its activities and all activities conducted under that User ID. The User ID may not be shared, transferred, or reassigned. Client will notify HYAS immediately of any suspected theft, loss, or fraudulent use of its User ID. Should HYAS have reasonable grounds to believe that Client is in violation of this Section 3.3(a), HYAS may suspend or terminate Client’s User ID or Client's access to the Free Services.
		2. Client will provide and maintain, at its sole cost and expense, all hardware, software, internet access, and other materials necessary to permit Client’s access to and use of the Free Services, as specified by the Documentation.

## Third-Party Technology Integrations

### Client may be provided with the opportunity to access the Free Services via the user interface of one or more of HYAS’ authorized technology integration partners. Should Client elect to utilize such user interfaces, Client hereby agrees that it will comply with the applicable terms of service or other terms and conditions related to such subscription, as may be published and updated by the appropriate technology integration partner from time to time. Subject to such terms and conditions, or the terms contained within any supplemental technology integration-related agreement that may be put into place directly between the Parties, technology integrations are provided on an as-is basis and access to such offerings may be terminated, without cause or notice to Client, at any time.

# OWNERSHIP OF PROPERTY

## HYAS Property

Except as expressly set forth herein, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the property and materials of HYAS and its licensors delivered hereunder, including any modifications, enhancements, or adaptations thereof (collectively "**HYAS Property**"). All right, title, and interest in and to HYAS Property is retained by HYAS and its respective licensors. To the extent that any right, title, or interest in or to any HYAS Property, derivative works thereof, or ideas, suggestions, enhancements, recommendations, or other feedback provided by Client do not automatically vest in HYAS or its licensors, Client unconditionally and irrevocably transfers, assigns, and conveys all such right, title, and interest to HYAS or its licensors, as applicable. Client will promptly take any action and execute any documents necessary to vest full title in such interests in HYAS or its licensors (as applicable), as directed by HYAS.

## Client Data

### Client hereby grants to HYAS the right to produce, access, use, generate, and combine all information provided to HYAS under this Agreement ("**Client Data**") with other data, including data from third-party sources, ("**Aggregated Data**"), for the purposes of (i) carrying out its obligations during the Term, pursuant to and in accordance with this Agreement; (ii) creating statistical and benchmarking data; (iii) building, developing, and improving its products and services; and (iv) preparing, delivering, and presenting "proof of concept" projects and demonstrations. The Parties expressly agree that HYAS owns all right, title, and interest in and to all such Client Data and Aggregated Data.

# CONFIDENTIALITY

## Confidential Information

"**Confidential Information**" means information of a Party (the "**Disclosing Party**") disclosed to the other Party (the "**Receiving Party**"), whether orally or in writing, that reasonably could be considered confidential or proprietary to the Disclosing Party, including the terms and conditions of this Agreement, information disclosed via the Free Services, and information consisting of or relating to the Disclosing Party’s business and marketing plans, software code, technology, product designs, business processes, trade secrets, know-how, strategies, clients, and pricing, in each case whether or not marked, designated, or otherwise identified as “confidential”. Confidential Information does not include any information that the Receiving Party can demonstrate is, without breach of any obligation owed to the Disclosing Party: (a) generally known to the public; (b) known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) independently developed by the Receiving Party; or (d) received from a third party in good faith.

## Confidentiality Obligations

The Receiving Party will not, and will not permit any third party to, disclose the Disclosing Party’s Confidential Information, or use the Disclosing Party’s Confidential Information, except as necessary for the performance of its obligations under this Agreement. The Receiving Party may not disclose Confidential Information to any third party unless the third party is an entity which: (i) needs to know the Confidential Information to assist the Receiving Party, or act on its behalf, in relation to the Receiving Party’s obligations under this Agreement; (ii) is informed by the Receiving Party of the confidential nature of the Confidential Information; and (iii) is contractually bound to confidentiality duties and obligations to the Receiving Party that are no less restrictive than the terms and conditions of this Agreement. The Receiving Party, and any third party to whom or to which the Receiving Party provides the Confidential Information, will comply with all Applicable Laws with respect to the use and maintenance of the Confidential Information, including without limitation any applicable Data Protection Laws. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than reasonable care.

## Injunctive Relief

The Parties agree that any unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach by the Receiving Party, the Disclosing Party, in addition to other remedies which may be available in law, equity, or otherwise, may seek equitable relief, including injunctive relief, without any requirement to prove actual damages or show irreparable harm.

## Compelled Disclosure

If the Receiving Party is compelled by court order or by Applicable Law to disclose the Disclosing Party’s Confidential Information, it will provide the Disclosing Party with: (i) advance notice to sufficiently allow the Disclosing Party to object to the compelled disclosure; and (ii) reasonable assistance, at the Disclosing Party's cost, should the Disclosing Party contest such disclosure.

# DISCLAIMER, LIMITATION OF LIABILITY, & INDEMNIFICATION

## Warranties & Disclaimer

### As relates to Section 3.1, Client represents, warrants, and covenants that it has obtained (or will obtain, prior to HYAS’ delivery of Free Services) any necessary rights and consents to use and access the Free Services, and it has not, and will not, infringe, misappropriate, or otherwise violate any Intellectual Property Rights of any third party, or violate any Applicable Law via its access of use of the Free Services.

### THE FREE SERVICES (AND RELATED HYAS PROPERTY) ARE PROVIDED AS-IS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HYAS DISCLAIMS ALL EXPRESS WARRANTIES AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO WARRANTY THAT HYAS’ DATA OR FREE SERVICES ARE ACCURATE, COMPLETE, SUITABLE FOR THE PURPOSES INTENDED, UNINTERRUPTED, OR WITHOUT ERROR.

## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL HYAS’ TOTAL AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEED $10.00 (USD). IN NO EVENT WILL HYAS BE LIABLE TO CLIENT FOR ANY: (A) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (B) LOSS OF SAVINGS, PROFIT, USE, GOODWILL, OR REPUTATION; (C) BUSINESS INTERRUPTION; OR (D) COSTS OF REPLACEMENT SERVICES; ARISING OUT OF, OR IN ANY WAY CONNECTED TO, THE SERVICES OR THIS AGREEMENT.

## Indemnification

### Client will defend, indemnify, and hold HYAS and its officers, directors, employees, and licensors ("**HYAS Indemnitees**") harmless from and against any and all losses, damages, and costs (including reasonable legal fees) incurred in connection with any claim, action, suit, or proceeding made or brought against HYAS Indemnitees by a third party arising out of or related to: (i) Client’s unauthorized use of the Free Services or misuse of the results obtained therefrom; (ii) Client’s violation of Applicable Law; (iii) Client’s breach of any representations, warranties or covenants set forth herein; or (iv) HYAS' breach of any agreement with a third party licensor, where such breach is due to the acts or omissions of Client.

# TERM & TERMINATION

## Term

The term of this Agreement (the "**Term**") will commence on the Effective Date and will continue until terminated in accordance with this Agreement.

## Suspension & Termination

Either Party may immediately terminate this Agreement at any time and for any reason or no reason at all, with or without providing the other Party with written notice.

## Effects of Termination or Expiration

Upon any termination or expiration of this Agreement: (a) all rights, consents, and licenses granted by either Party to the other hereunder will immediately terminate, and Client will promptly discontinue use of the Free Services; (b) each Party will: (i) immediately discontinue all use of the other Party's Confidential Information; and (ii) promptly return to the other Party or, at the other Party's option, destroy, all copies of such Party's Confidential Information then in its possession. Notwithstanding the above, and subject to Article 5, each Party may retain one copy of the other Party’s Confidential Information for archive purposes only.

## Survival

The provisions of Article 1, Article 3, Article 4, Article 5, Article 6, Article 7, Article 8, and Article 9 as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination, will survive the expiration or termination of this Agreement for any reason.

# MISCELLANEOUS

## Independent Contractors

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

## Force Majeure

Except as expressly provided in this Agreement, neither Party will be liable for any failure to perform its non-monetary obligations under this Agreement if such failure arises out of circumstances beyond that Party’s reasonable control (a "**Force Majeure Event**"), including acts of God, acts of government, flood, fire, earthquakes, pandemic, epidemic, civil unrest, acts of terror, strikes, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software, or power systems, and such Party promptly provides the other Party with written notice of such event(s). The Party affected by the Force Majeure Event will make reasonable efforts to perform the portions of its obligations not prevented by the Force Majeure Event.

## Notices

All notices, consents, authorizations, or other communications made per this Agreement will have legal effect only if provided in writing and sent by prepaid registered mail, return receipt requested, or email to (a) HYAS at the physical address provided above or via email to contracts@hyas.com, (b) Client at the physical and email addresses provided to HYAS during the provisioning its User ID, and (c) to any other address that the Parties may designate from time to time by providing notice to the other Party in accordance with this Section 8.3. Any such notice will be deemed to have been effectively received by the Party to which it is addressed on the date of delivery, if sent by email to the Party’s email address, or three (3) business days following the mailing date, if sent by prepaid registered mail, return receipt requested, to the Party’s physical address.

## Waiver & Cumulative Remedies

No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. Except as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

## Severability

If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be amended to achieve as nearly as possible the intent of the Parties, and the remainder of this Agreement will remain in full force and effect.

## No Assignment

Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and absent such consent, any purported assignment will be null, void, and have no effect. Notwithstanding the foregoing, HYAS may: (a) assign this Agreement upon written notice to Client in the event of a change of control, merger, transfer, or sale of all, or substantially all, of its assets; and (b) subcontract or delegate its obligations hereunder to third-party service providers or subcontractors, provided that, for any such service, HYAS and subcontractors agree to be fully responsible to Client for the obligations of HYAS hereunder.

## Governing Law

This Agreement will be governed exclusively by the laws of the province of British Columbia and the federal laws of Canada applicable therein. Any action arising out of this Agreement shall be brought solely and exclusively in the applicable provincial and federal courts located in Victoria, British Columbia. The prevailing Party in any proceeding brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys’ fees and costs from the non-prevailing Party.

## Entire Agreement

This Agreement, including HYAS’ Privacy Statement, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the Party against whom the modification, amendment, or waiver is to be asserted.