

USER LICENSE AGREEMENT

This *User License Agreement* ("**Agreement**") is made by and between HYAS Infosec Inc., a corporation incorporated under the federal laws of Canada, with its office located at 408 - 55 Water Street, Office 8536, Vancouver, British Columbia, V6B 1A1, Canada ("**HYAS**"), and [**Legal Name of Client**], a [**indicate jurisdiction**] company with its primary offices located at [**address**] ("**Client**"), and is made effective as of the [], day of [], 20 [] (the "**Effective Date**"). Each of HYAS and Client is a "**Party**" and, collectively, they are the "**Parties**".

RECITALS

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

WHEREAS Client is [**describe business**] and accordingly 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:

ARTICLE 1 DEFINITIONS

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

- (a) "**Applicable Law**" means all applicable national, federal, provincial, state, and local laws, rules, ordinances, compulsory guidelines, and regulations, including without limitation, relevant Data Protection Legislation;
- (b) "**Authorized Users**" means such Client personnel as are authorized to access, operate, or run a Licensed Application, per this Agreement;
- (c) "**Client Personnel**" means Authorized Users and any Client employees, agents, or contractors utilizing one or more devices that run a Licensed Application;
- (d) "**Data Protection Legislation**" means all international, national, federal, state, provincial, and local laws, rules, and regulations that may apply to any act or transaction relating to data privacy, data protection, or data security;
- (e) "**Documentation**" means the user manuals and/or help guides that HYAS provides to Client, which describe a Licensed Application or its intended use;
- (f) "**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;
- (g) "**Order**" means an order for Services that has been executed by both Parties or drafted by Client and accepted by HYAS, in writing;

- (h) **"Personal Information"** has the definition provided and/or regulated under Data Protection Legislation, and the term generally refers to information relating to one or more *identifiable natural person* (as are offered protection under such legislation);
- (i) **"Privacy Statement"** means the document that contains HYAS' policies concerning HYAS' Processing of Personal Information, which may be found on HYAS' website at: <https://hyas.com/privacy-statement/> (as may be amended by HYAS from time to time);
- (j) **"Process"** (and derivatives thereof) means any operation or set of operations that is performed on Personal Information pursuant to this Agreement, whether or not by automated means, including all activities ascribed to such term(s) via relevant Data Protection Legislation;
- (k) **"Purpose"** means Client's internal business purpose, namely the prevention, detection, or investigation of and protection against cyber security incidents, malicious, deceptive, or illegal cyber activity, and cyber security threats to public security;
- (l) **"Services"** means HYAS' delivery of its Licensed Applications and related support services, as identified in an Order and described by any Documentation;
- (m) **"User ID"** means an Authorized User's unique account name and password for access to and use of the Services.

ARTICLE 2 **SERVICES**

2.1 Provision of Services

(a) Subject to the terms and conditions of this Agreement, HYAS will provide Client with Services pursuant to each Order. Client will cooperate with HYAS, as necessary, in support of HYAS' provision of the Services, including by providing all reasonably-requested information and materials and making necessary personnel available to HYAS in a timely manner.

(b) HYAS will provide support and maintenance services for its Licensed Applications during HYAS' regular working hours: weekdays, from 9:00am to 5:00pm Pacific Time, excluding all federal and provincial holidays applicable to the Province of British Columbia, Canada.

2.2 Changes in Services

HYAS may, at its sole discretion, modify, discontinue, substitute, delete, or restrict any aspect or feature of the Services, with notice to Client, provided that any such modification will not result in a material diminution in the nature or level of the Services offered to Client prior to such change.

ARTICLE 3 **RIGHTS & RESTRICTIONS**

3.1 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 Services, during the Term and solely by Client Personnel, for the Purpose.

3.2 Restrictions & Obligations

(a) Except as expressly set forth herein, Client will not, and will not permit any Client Personnel or any third party to: (i) access or use the 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 Services or other HYAS Property available to any third party; (iii) send or store, on or through a Licensed Application, 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 a Licensed Application; (v) attempt to gain unauthorized access to or use of a Licensed Application 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 a Licensed Application or other HYAS Property; (viii) access or use a Licensed Application 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 Services without HYAS' prior written consent; or (x) access, use, or permit the access or use of the Services in any manner or for any purpose that may infringe any Intellectual Property Rights or other proprietary rights.

(b) Client will: (i) comply with, and ensure that all Client Personnel comply with, all Applicable Law as relates to Client's access to and use of the Services; and (ii) promptly notify HYAS of any unauthorized access to or use of the Services.

3.3 Authorized Users

(a) Each Authorized User will be assigned one or more User ID, and as between Client and HYAS, Client is solely responsible for its Authorized Users and for all activities conducted by such users that occur in connection with this Agreement. User IDs may not be shared, transferred, or reassigned. Client will notify HYAS immediately of any suspected theft, loss, or fraudulent use of any User ID and will be responsible for removing/retracting User ID access for any Client Personnel no longer actively engaged by Client. Should HYAS have reasonable grounds to believe that any Client Personnel is in violation of this Section 3.3(a), HYAS may suspend or terminate the applicable User ID or Client's access to the Licensed Applications.

(b) Client will provide and maintain, at its sole cost and expense, all hardware, software, internet access, and other materials necessary to permit Client's and its Authorized Users' access to and use of the Licensed Applications, as specified by the Documentation.

3.4 Third-Party Technology Integrations

Client may be provided with the opportunity to access the Licensed Application 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 then-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 (*if/where applicable*), 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. HYAS is responsible for providing support services for the Services only, in accordance with Section 2.1(a). Support service questions related to services made available through HYAS' technology integration partners will be directed to the relevant authorized technology integration partner, who will be primarily responsible for providing such service support.

ARTICLE 4

FEES & PAYMENT

4.1 Invoicing

Client agrees to pay all fees for the Services set forth in each Order. Except as expressly provided in this Agreement, all payments made by Client to HYAS hereunder are non-refundable.

4.2 Suspension for Nonpayment

If Client's account is thirty (30) days or more overdue, in addition to any other rights or remedies HYAS may have, HYAS reserves the right to suspend any and all Services provided to Client, without liability to Client, until such amounts are paid in full.

ARTICLE 5

OWNERSHIP OF PROPERTY

5.1 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 Personnel 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.

5.2 Client Data

(a) Except as provided in this Agreement, nothing in this Agreement assigns or grants to HYAS any right, title, or interest including any Intellectual Property Rights in or to proprietary information provided to HYAS under this Agreement ("**Client Data**"). Client hereby grants to HYAS, during the Term, the right to access, use, and combine Client Data with other data (including data from third-party sources), for the sole purpose of carrying out its obligations during the Term, pursuant to and in accordance with this Agreement.

(b) Client additionally grants to HYAS, both during and after the Term, the right to produce, combine, or generate data and other materials that are derived from Client's use of a Licensed Application, whereby individual Client Personnel are not identified ("**Aggregated Data**"), for the purpose of: (i) creating statistical and benchmarking data; (ii) building, developing, and improving its products and services; and (iii) preparing, delivering, and presenting "proof of concept" projects and demonstrations, and HYAS will own all right, title, and interest in and to all such Aggregated Data. For clarity, the parties expressly agree that neither Aggregated Data nor the information collected by Client and disclosed to HYAS concerning cyber threat actors and/or such individuals' malicious or purportedly-malicious cyber activities, constitutes Client Data.

ARTICLE 6 **CONFIDENTIALITY**

6.1 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 would be considered confidential or proprietary to the Disclosing Party, including the terms and conditions of this Agreement and Orders, information disclosed via the 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.

6.2 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. 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).

6.3 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.

6.4 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 wish to contest such disclosure.

ARTICLE 7 **DISCLAIMER, LIMITATION OF LIABILITY, & INDEMNIFICATION**

7.1 Warranties and Disclaimer

(a) As relates to Section 3.1, Client represents, warrants, and covenants that it has obtained (or will obtain, prior to HYAS' delivery of Services) any necessary rights and consents, including that of Client Personnel, 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.

(b) HYAS will perform the Services, exercising such skill and care as would reasonably be expected under generally recognized industry standards for providers of services similar to the Services. Client's sole remedy for breach of this Section 7.1(b) is reperformance of the Services.

(c) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 7.1(b), THE SERVICES (AND OTHER HYAS PROPERTY) ARE PROVIDED AS-IS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HYAS DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO WARRANTY THAT HYAS' DATA OR SERVICES ARE ACCURATE, COMPLETE, SUITABLE FOR THE PURPOSES INTENDED, UNINTERRUPTED, OR WITHOUT ERROR.

7.2 Limitation of Liability

EXCLUDING ONLY A PARTY'S BREACH OF ARTICLE 6 (CONFIDENTIALITY), TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEED THE AMOUNT OF FEES PAID BY CLIENT FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM. FOR GREATER CERTAINTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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.

7.3 Indemnification

(a) 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 or an Authorized User's unauthorized use of the Services or misuse of the results obtained therefrom; (ii) Client's violation of Applicable Law; (iii) Client's or an Authorized User'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.

(b) HYAS will defend, indemnify, and hold Client and its officers, directors, and employees ("**Client Indemnitees**") harmless from and against any and all third-party losses, damages, and costs (including reasonable legal fees) incurred in connection with any claim, action, suit, or proceeding made or brought against Client Indemnitees by a third party arising out of or related to any claim that the Licensed Application, when used in accordance with this Agreement and Documentation, infringes any third party's Intellectual Property Rights; provided, that Client: (i) promptly gives written notice of the claim to HYAS; (ii) gives HYAS sole control of the defense and settlement of the claim; and (iii) provides to HYAS all available information and reasonable assistance (at HYAS' expense).

(c) The foregoing obligation shall not apply to any action or loss arising from the combination or use of the Licensed Application with any other software, products, hardware, materials, or processes not provided by HYAS, Client's failure to adhere to and comply with all Documentation and other specifications and instructions, or Client's modification of the Licensed Application (or any other unauthorized or unapproved use of the Licensed Application).

(d) If a Licensed Application becomes, or should HYAS find that it is likely to become, the subject of an infringement claim, HYAS may, at its sole discretion: (i) obtain a license that would permit Client to continue to use the Licensed Application; (ii) modify the Licensed Application to render it non-infringing; (iii) provide a non-infringing product that possesses the full functionality of the Licensed Application at no additional cost to Client; or (iv) terminate this Agreement with respect to such Licensed Application. THIS ARTICLE 7 SETS FORTH HYAS' SOLE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, FOR INTELLECTUAL PROPERTY RIGHT INFRINGEMENT.

ARTICLE 8 **TERM & TERMINATION**

8.1 Term

The term of this Agreement (the "**Term**") will commence on the Effective Date and will continue in effect for the duration of any active Orders, and unless earlier terminated in accordance with Section 8.2, each Order will expire on the termination date of the last subscription period set therein.

8.2 Suspension or Termination for Cause

Excluding only Client's violations of Article 3, whereby in each such case HYAS may, upon notice to Client and with immediate effect, suspend or terminate Client's access to and use of any and all Services, either Party may terminate this Agreement or any Order, for cause, upon written notice to the other Party: (a) in the event of a material breach of this Agreement by the other Party which remains uncured for thirty (30) days after receipt of written notice thereof; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency.

8.3 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 all Client Personnel will promptly discontinue use of the Services; (b) each Party will: (i) immediately discontinue all use of the other Party's Confidential Information; (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; and (iii) promptly pay all outstanding amounts due and owing under any Order. Notwithstanding the above, and subject to Article 6, each Party may retain one copy of the other Party's Confidential Information for archive purposes only, and if Client terminates this Agreement pursuant to Section 8.2, HYAS will refund to Client, on a pro-rata basis, fees paid in advance for Services that HYAS has not performed as of the effective date of termination.

8.4 Survival

The provisions of Article 1, 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.

ARTICLE 9 **MISCELLANEOUS**

9.1 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.

9.2 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.

9.3 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, facsimile, or email, to the contact information of the applicable Party set out in the Order or as such Party may designate from time to time in accordance herewith. Any such notice will be deemed to have been received by the Party to which it is addressed: (a) on the date of delivery, if sent by facsimile or email transmission; or (b) ten (10) business days following the mailing date, if sent by prepaid registered mail.

9.4 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.

9.5 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.

9.6 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: (a) each Party may assign this Agreement upon written notice to the other Party in the event of a change of control, merger, transfer, or sale of all, or substantially all, of its assets; and (b) HYAS may 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.

9.7 Publicity

Client agrees that it will participate in a HYAS case study and that HYAS may publish Client's name and logos to identify it as HYAS' client on HYAS' website. HYAS will use Client's logos in accordance with Client's then-current standard usage guidelines.

9.8 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.

9.9 Entire Agreement

This Agreement, including all Orders and 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. Both Parties participated in negotiating this Agreement and had the opportunity to consult counsel prior to execution. Accordingly, if this Agreement is found to be ambiguous, it will not be construed against the drafting Party.

9.10 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. Signatures to this Agreement transmitted by any electronic means will have the same legal effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized representatives, have cause this Agreement to be executed, and notwithstanding the date of execution, this Agreement will be deemed to be effective as of the Effective Date.

HYAS INFOSEC INC.

[LEGAL NAME OF CUSTOMER]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Date: _____

Date: _____