

## End-User License Agreement: HIVEMAP

These license terms are an agreement between [licensee] (“**you**” or “**your**”) and SRK Consulting (Canada) Inc. (the “**Publisher**”). They apply to the HiveMap application (the “**application**”).

**BY DOWNLOADING OR USING THE APPLICATION, OR ATTEMPTING TO DO ANY OF THESE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU HAVE NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.**

**If you comply with these license terms, you have the rights below.**

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### **1 INSTALLATION AND USE RIGHTS**

**1.1** Your right to access or use the application is subject to your compliance with:

- (a) all license terms, license limitations, codes of conduct, and payment terms in the Terms,
- (b) your payment in full for the application,
- (c) these Rules, and
- (d) any additional terms provided when you acquire your license.

**1.2** The application may be used only as expressly permitted in the Terms or these Rules; all other uses are prohibited (unless you have contacted the copyright owner and received prior, written consent to the contrary). The Terms and these Rules apply even if the price or payment due for the application is zero. If these Rules conflict with the Terms (or any other terms), these Rules control what you can do with the application.

**1.3** The application is licensed solely for your use, at a level customary for such use. Publisher may stop distributing the application, or add to or reduce the capabilities for the application, at any time. You may lose access to or capabilities of the application, or have the nature of your access changed, if:

- (a) you violate the Terms or these Rules,
- (b) you use or try to use the application in a manner inconsistent with the Terms, these Rules, or the limited license granted to you,
- (c) you circumvent, or try to circumvent, any technical measures designed to limit access or enforce license limitations,
- (d) you fail to pay a recurring subscription fee,
- (e) you fail to maintain a current payment method for your account,
- (f) you change your country or region,
- (g) you fail to maintain a current email address associated with your account, or
- (h) Publisher cancels or terminates the applicable Service or ceases supporting the applicable device.

**1.4** Except as may be permitted below, you may not transfer or resell any licenses to any application. If you sell any device containing the application, the purchaser will not acquire any right to use the application. Publisher may use technologies to verify your compliance with these Rules.

**1.5** You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the application on a limited number of devices as set out in a Purchase Order. The number of devices is the total number of devices that you are licensed to use the application on, but you may uninstall from one device and reinstall on a new device as you determine is required, subject to reasonable commercial use. The right to install or uninstall between devices does not give you the right to transfer the license to use the application to a new party. All devices will require a login with an email account associated with the purchaser on the Purchase Order for the license.

### **2 INTERNET-BASED SERVICES**

**2.1** If the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system, and application software, and peripherals) for Internet-based or

wireless services. If other terms are presented in connection with your use of services accessed using the application, those terms also apply.

- 2.2** You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account, or network by any means.

### **3 SCOPE OF LICENSE**

- 3.1** The application is licensed, not sold. This agreement only gives you some rights to use the application. If Publisher disables the ability to use the applications on your devices pursuant to your agreement with Publisher, any associated license rights will terminate. The Publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:

- (a) Work around any technical limitations in the application.
- (b) Reverse engineer, decompile, or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation.
- (c) Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.
- (d) Publish or otherwise make the application available for others to copy.
- (e) Rent, lease, or lend the application.
- (f) Transfer the application or this agreement to any third party.

- 3.2** Violations of the clause 3.1, as well as the attempt of such infringement, may be subject to prosecution and damages.

### **4 DOCUMENTATION**

If documentation is provided with the application, you may copy and use the documentation for personal reference purposes.

### **5 TECHNOLOGY AND EXPORT RESTRICTIONS**

- 5.1** The application may be subject to Canadian, United States or other international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users, and end use.
- 5.2** You represent and warrant that you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and that you are not listed on any US Government list of prohibited or restricted parties.

### **6 SUPPORT SERVICES**

The Publisher offers limited support services as set out in any Purchase Order governing your license of the application. All support services are subject to reasonable commercial limitations, as determined solely by the Publisher.

### **7 ENTIRE AGREEMENT**

- 7.1** This agreement, any applicable privacy policy, any additional terms that accompany the application, and the terms for supplements and updates are the entire license agreement between you and Publisher for the application.
- 7.2** For greater certainty, this agreement will govern any updates of the application by Publisher that replace, repair, and/or supplement the first application, unless a separate agreement is provided for such an update.

### **8 APPLICABLE LAW**

The agreement and any dispute, controversy, proceedings, or claim of whatever nature arising out of or in any way relating to the agreement or its formation, shall be governed by and construed in accordance with the laws of British Columbia, Canada.

## 9 LEGAL EFFECT

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement doesn't change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

## 10 DISCLAIMER OF WARRANTY

The application is licensed "as-is", "with all faults" and "as available". You bear all risk of using it. The Publisher, on behalf of itself, and each of our respective affiliates, vendors, agents and suppliers ("**Covered Parties**"), gives no express warranties, guarantees, or conditions in relation to the application. The entire risk as to the quality, safety, comfort, and performance of the application is with you. Should the application prove defective, you assume the entire cost of all necessary servicing or repair. You may have additional consumer rights under your local laws that this agreement can't change. To the extent permitted under your local laws, Covered Parties exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, safety, comfort, and non-infringement.

## 11 LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES

11.1 To the extent not prohibited by law, if you have any basis for recovering damages, you can recover from the Publisher only direct damages up to the amount paid for the license in the past year, or where damages are limited to less than all devices, the pro-rated portion of the license for that device. You will not, and waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from the Publisher. If your local laws impose a warranty, guarantee or condition even though these terms do not, its duration is limited to 90 days from when you download the application.

11.2 This limitation applies to:

- (a) Anything related to the application or services made available through the application; and
- (b) Claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; violation of a statute or regulation; unjust enrichment; or under any other theory; all to the extent permitted by applicable law.

11.3 For greater certainty, clause 11.2 also applies even if:

- (a) This remedy doesn't fully compensate you for any losses; or
- (b) The Publisher knew or should have known about the possibility of the damages.

## 12 INTELLECTUAL PROPERTY RIGHTS

You acknowledge that, in the event of any third-party claim that the application or your possession and use of the application infringes on the third-party's intellectual property rights, you will be solely responsible for the investigation, defence, settlement, and discharge or any such intellectual property infringement.

## 13 TERMINATION

The agreement is valid until terminated by either party. Your rights under this agreement will terminate automatically and without notice from the Publisher if you fail to adhere to any term(s) of this agreement. Upon termination of this agreement, you shall stop all use of the application, and destroy all copies, full or partial, of the application.

## 14 FORUM USE

14.1 The application may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the application and through third-party websites or applications. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- (a) The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

- (b) You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the application, and other users of the application to use your Contributions in any manner contemplated by the application and this agreement.
- (c) You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the application and this agreement.
- (d) Your Contributions are not false, inaccurate, or misleading.
- (e) Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- (f) Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- (g) Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- (h) Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- (i) Your Contributions do not violate any applicable law, regulation, or rule.
- (j) Your Contributions do not violate the privacy or publicity rights of any third party.
- (k) Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- (l) Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- (m) Your Contributions do not otherwise violate, or link to material that violates, any provision of this agreement, or any applicable law or regulation.

Any use of the application in violation of the foregoing violates this agreement and may result in, among other things, termination or suspension of your rights to use the application.

**14.2** By posting your Contributions to any part of the application or making Contributions accessible to the application by linking your account from the application to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use copy, reproduce, disclose, sell, resell, publish, broad cast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and grant and authorise sublicences of the foregoing. The use and distribution may occur in any media formats and through any media channels.

**14.3** This licence will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

**14.4** Publisher does not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. Publisher are not liable for any statements or representations in your Contributions provided by you in any area in the application. You are solely responsible for your Contributions to the application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

Publisher has the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to recategorise any Contributions to place them in more appropriate locations in the application; and (3) to prescreen or delete any Contributions at any time and for any reason, without notice. Publisher has no obligation to monitor your Contributions.

## **15 MISCELLANEOUS**

**15.1** If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

- 15.2** Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.
- 15.3** Publisher reserves the right to modify the terms and conditions of licensing.
- 15.4** Nothing in this agreement shall be interpreted to restrict or override any third-party terms and conditions. When using the application, you must comply with all applicable third-party terms and conditions, including but not limited to those imposed by platform providers, service providers, and any other third parties whose services or content are accessed through the application.