



HOUR ZERO ALERT (APP) TERMS OF SERVICE

THESE TERMS OF SERVICE ("AGREEMENT") ARE A LEGAL AGREEMENT BETWEEN YOU ("USER"), AND HOUR ZERO CRISIS CONSULTING LTD., ("HOUR-ZERO"). HOUR-ZERO OWNS AND OPERATES THE WEBSITE LOCATED AT [HTTPS://WWW.HOUR-ZERO.COM](https://www.hour-zero.com) ("WEBSITE"), AND THE HOUR-ZERO APPLICATION LOCATED AT [HTTPS://ERP.HOUR-ZERO.COM](https://erp.hour-zero.com) ("APP"). THIS AGREEMENT APPLIES TO ALL USERS OF THE APP. USER MUST BE AT LEAST EIGHTEEN (18) YEARS OLD TO USE THE APP. ANY DOCUMENTS REFERENCED IN THIS AGREEMENT ARE INCORPORATED BY REFERENCE AND ARE DEEMED TO BE PART OF THE AGREEMENT. THIS AGREEMENT CONTAINS LIMITATIONS OF LIABILITY AND PROVISIONS DEALING WITH THE USE OF PERSONAL INFORMATION, INCLUDING BUT NOT LIMITED TO THE LOCATION OF USER'S DEVICE. USER AGREES THAT BY DOWNLOADING OR USING THIS APP OR SERVICES, USER AGREES TO (AND IS DEEMED TO AGREE TO) THE TERMS OF THIS AGREEMENT. IF USER DOES NOT ACCEPT THIS AGREEMENT, USER MUST MAKE NO USE OF AND IMMEDIATELY EXIT THIS APP.

1. Services. Hour-Zero agrees to provide the Services to Users subject to the terms of this Agreement and the payment of any fees that are due for such Services. "Services" means HZ Alert, which provides notification of emergency events, as more particularly described on Hour-Zero's Website.

2. Changes. Hour-Zero may change this Agreement or the Services from time to time in its sole discretion by posting changes on the Website, or by sending Users notification through the App at least thirty (30) days prior to the effective date of such changes. If User does not accept the changes, User must terminate this Agreement by providing notice to Hour-Zero at any time within such thirty (30) day period and discontinuing all use of the App and Services. User shall be deemed to have accepted the changes with continued access to or use of the App or Services after this period. Hour-Zero may alter, suspend, or discontinue the App or Services in whole or in part, at any time and for any reason or no reason, but will endeavor to provide notice of the same. Hour-Zero may periodically update the information and materials on the Website or the App without notice.

3. Software. To the extent that the User downloads Hour-Zero software ("Software") in order to access or use the Services, Hour-Zero hereby grants User a limited non-exclusive license during the term of this Agreement to use the Software solely for the purpose of accessing and using the App and Services in accordance with this Agreement. User agrees to uninstall any installed Software on termination of this Agreement. If User is a U.S. Government entity, any Software and related documentation that are provided are "Commercial Items" as defined in applicable legislation.

4. Termination. This Agreement and the right to access and use App and Services shall automatically terminate upon the termination or expiration of the service agreement between Hour-Zero and the Customer. "Customer" means the entity that has entered into a service agreement with Hour-Zero for the provision of Services to Users. Hour-Zero may suspend or terminate this Agreement and Services if User breaches any of the terms and conditions of this Agreement, or becomes insolvent, subject to bankruptcy proceedings, ceases operations or has a receiver appointed over it or its assets. Hour-Zero may terminate this Agreement and access to the Services for convenience at any time by providing written notice. User may terminate this Agreement at any time by providing thirty (30) days' notice to Hour-Zero. Access to Services shall be lost at the end of such thirty day period. Sections 5, 7-9, and 11-14 and all amounts due or accruing due shall survive any termination or expiration of this Agreement.

5. Ownership. Hour-Zero and its licensors shall retain all right, title and interest in and to the App, Services, and Website including but not limited to all intellectual property rights therein. If User provides any comments, information, improvements or changes to the App, Services or Website (collectively, "Feedback"), User shall assign and transfer to Hour-Zero, all rights, title and interest in such Feedback, including but not limited to all intellectual property rights therein. User acquires no rights to Hour-Zero trademarks and logos, and all goodwill arising from their use shall enure to Hour-Zero's benefit. User shall not cover, obscure, remove or alter any proprietary notices.

6. User License. The App, Services and Website and materials contained therein are the property of Hour-Zero and its licensor's and are protected by law from unauthorized copying and dissemination. User agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the App, Services or Website other than as expressly authorized by Hour-Zero in writing. Use of the App, Services and Website in any way not expressly permitted by this Agreement is prohibited. Subject to this Agreement and payment of subscription or service fees Hour-Zero grants User a non-transferable, non-exclusive, license to use the App, Services and Website for the User's use. Any future release, update, or other addition to the App, Software or Services shall be subject to this Agreement.

7. Third-Party Links. Hour-Zero is not responsible for the content of services of any third party pages or any other websites linked to or from the App or Website (including but not limited to advertisements). Links are for convenience only and are not an endorsement by Hour-Zero, its affiliates or licensors. User's linking to or from any App pages or other websites is at their own risk. Hour-Zero is in no way responsible for examining or evaluating, and does not endorse, control or make any representations or warranties concerning the links or the third party sites, nor does Hour-Zero assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy statements and terms and conditions. It is the responsibility of User to verify any information contained within linked sites before relying on it. User should carefully review the terms and conditions and privacy policies of all third-party websites that User visits.

8. Confidentiality. "Confidential Information" means all information contained in the App, Services, and Website, but excludes information that the User can demonstrate is: (i) previously known to the User, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of this Agreement by the User; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; or (iv) independently developed by the User without Confidential Information. User shall not disclose Confidential Information to any third party (except where required by law and on notice to Hour-Zero) and shall use Confidential Information only for the receipt and use of the Services.

9. Privacy. Hour-Zero shall collect, maintain use and disclose information concerning the User (including but not limited to location information with respect to the device on which this App was installed), and the use of Website and Services, solely for the purpose of offering, maintaining and improving the App, Services, and Website, all in accordance with applicable privacy legislation and the Hour-Zero's Privacy Policy found at <http://hour-zero.com/privacy.html>. Hour-Zero will use the email address to User to send communications regarding the App and Services, and materials regarding other products and services of Hour-Zero and third parties. Contact Hour-Zero's Privacy Officer at privacyofficer@hour-zero.com if there are any questions with respect to the Privacy Policy or the use of personally identifiable information under this Agreement.

10. Obligations and Acceptable Use. User is responsible for acquiring and maintaining at its sole expense, all equipment, software, communications network connections, and access to the Internet necessary to access and use the App, Services and Website. User agrees not to (i) rent, sell, lease, lend, redistribute or sublicense the App, Services, or Website or permit any third party to benefit from the use or functionality of the App, Services or Website via a rental, lease, timesharing, service bureau, or other

arrangement; (ii) allow anyone other than User to access the App, Services or Website; (iii) use the App, Services or Website in any way that does not comply with all applicable laws (including but not limited to applicable export control laws) or with this Agreement; (iv) use or access the App, Services or Website on any computer or device that User does not own or control; (v) copy, modify, translate, adapt, or create derivative works of the App, Services or Website; (vi) circumvent any technical or security limitations in the App, Services, or Website or use any tool to enable features or functionalities that are otherwise disabled in the App, Services or Website; (vii) decode, decompile, disassemble, derive the source code or otherwise reverse engineer the App, Services or Website, except as otherwise permitted by applicable law or by licenses with respect to open source software included with them; (viii) perform or attempt to perform any actions that would interfere with the proper working of the App, Services or Website, prevent access to or the use of the App, Services or Website by Hour-Zero's other customers, or impose an unreasonable or disproportionately large load on Hour-Zero's infrastructure; (ix) submit or transmit content that is unlawful, harmful, spam defamatory, libelous, abusive, threatening, pornographic or otherwise objectionable, or infringes or misappropriates the intellectual property rights of any person; (x) copy, modify, translate, adapt, create derivative works based upon, reproduce, republish, upload, post, transmit, resell or distribute in any way the material contained in services or found on the App, Services or Website, except as authorized in writing by Hour-Zero; or (xi) use the App, Services or Website in the operation of nuclear facilities, air traffic control, navigation or communication systems, medical devices or in other situations where the failure of the App, Services or Website could lead to personal injury, death or property damage.

11. Disclaimers. THE APP, SERVICES AND WEBSITE ARE PROVIDED "AS-IS" AND HOUR-ZERO DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE APP, SERVICES AND WEBSITE WILL BE AVAILABLE WITHOUT INTERRUPTION OR ERRORS, AND WILL HAVE NO LIABILITY FOR THE UNAVAILABILITY OF THE APP OR SERVICES DUE INTERRUPTIONS IN OR UNAVAILABILITY OF THE INTERNET, TELECOMMUNICATIONS OR POWER, OR REASONS OF FORCE MAJEURE. THE APP, SERVICES AND WEBSITE ARE PROVIDED FOR INFORMATION PURPOSES ONLY AND ARE NOT A SUBSTITUTE FOR THE USER'S DILIGENCE AND USE OF JUDGMENT. USER IS RESPONSIBLE FOR THE USE OF THE APP, SERVICES AND WEBSITE, INCLUDING, WITHOUT LIMITATION, THE DETERMINATION OF THE APPROPRIATE USES FOR THE APP, SERVICES AND WEBSITE AND THE SELECTION OF APPROPRIATE SOFTWARE AND OTHER PROGRAMS OR TOOLS TO ACHIEVE INTENDED RESULTS. THE APP, SERVICES AND WEBSITE ARE TO BE USED AS SUPPLEMENTAL RESOURCES TO OTHER INDEPENDENT AND REDUNDANT EMERGENCY NOTIFICATION AND RESPONSE PROCEDURES AND RESOURCES, WHICH ARE NOT DEPENDENT ON THE AVAILABILITY OF POWER, INTERNET ACCESS AND OTHER INFRASTRUCTURE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOUR-ZERO HEREBY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE FOREGOING DISCLAIMERS AND THESE DISCLAIMERS SHALL NOT APPLY SOLELY TO THE EXTENT NOT ALLOWED BY APPLICABLE LAW.

12. Limitation of Liability. IN NO EVENT WILL HOUR-ZERO, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO THE CUSTOMER, USER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION OR ANY OTHER DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE OR ACCESS THE APP, SERVICES OR WEBSITE, EVEN IF HOUR-ZERO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER RESULTING FROM OR AS A RESULT OF FUNDAMENTAL BREACH, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER TORT. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE MAXIMUM LIABILITY FOR HOUR-ZERO OR ITS SUPPLIERS TO THE USER FOR CLAIMS OF ANY KIND IS LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE SERVICES IN THE MONTH IMMEDIATELY PRIOR TO THE DATE THE CLAIM AROSE. SOME JURISDICTIONS MAY NOT ALLOW THE FOREGOING LIMITATIONS. IN SUCH AN EVENT, THESE LIMITATIONS SHALL NOT APPLY SOLELY TO THE EXTENT NOT ALLOWED BY APPLICABLE LAW.

13. Indemnity. User shall defend, indemnify and hold harmless Hour-Zero and its affiliates and suppliers from and against any loss, damages or costs, including reasonable legal fees, related to any third party claim, action, or demand resulting from and breach of any of the terms of this Agreement any applicable law.

14. General. Hour-Zero shall be excused for its failure to promptly perform any part of this Agreement if such failure is due to any beyond its reasonable control, including but not limited to natural disasters, strikes, shortage of materials, embargoes, or government or legal restrictions. This Agreement, together with the documents referenced and incorporated in this Agreement, constitutes the entire understanding of the parties concerning the subject matter of this Agreement and supersedes all prior written or oral understandings. The parties are independent contractors, and this Agreement shall not be construed as creating any partnership or joint venture or other similar relationship between the parties. Users may not assign this Agreement, in whole or in part. The failure of Hour-Zero to exercise or enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision. Any waiver must be in writing and shall only apply to the specific instance identified in such writing. If any provision of this Agreement is invalid or unenforceable under applicable law, that part shall be deemed severed without affecting the remaining provisions. This Agreement will be governed by the law of the Province of Alberta, without regard to its choice of law or conflicts of law principles, and applicable federal law. The UN Convention on Contracts for the International Sale of Goods is disclaimed by the parties and does not apply to this Agreement. The parties hereby attorn and submit to the exclusive jurisdiction and venue in the courts of the Province of Alberta located in Edmonton, Alberta. Notices under this Agreement may be sent via email to Hour-Zero to legalservices@hour-zero.com and to the User through the App or at the email address provided when registering for the use of the App and Services.

