



Licensing Agreement

Software-as-a-Service (SaaS) Agreement

This Software-as-a-Service Agreement ("Agreement") is entered into between Public Emergency Alerting Services Inc. ("PEASI"), an Alberta corporation, and individuals or entities who pay a subscription fee to access and use the Alertable Product Software ("Product Software") primarily for sending and managing alerts ("Customers") or solely for receiving alerts ("End Users").

By accessing or using the Product Software, both Customers and End Users agree to be bound by the applicable terms and conditions of this Agreement.

1. General Terms

1.1 License Grant

PEASI grants Customers and End Users a limited, non-exclusive, non-transferable, revocable license to access and use the Product Software solely for its intended purposes, subject to compliance with this Agreement.

1.2 Informational Purpose

Customers and End Users acknowledge and agree that the Product Software and its content are provided strictly for informational purposes only. The Product Software may contain inaccuracies or typographical errors, and PEASI does not guarantee the accuracy, completeness, or timeliness of the information provided.

1.3 Third-Party Content

Customers and End Users acknowledge and agree that some notification messages originate from third-party sources independent of PEASI. PEASI does not verify, endorse, or guarantee the accuracy of third-party notification messages and disclaims responsibility for their content.

1.4 Emergency Use Warning

Customers and End Users expressly acknowledge and agree that the Product Software is not a life-saving device and must not be relied upon during an emergency. PEASI reserves the right to modify, suspend, or discontinue the Product Software at any time without liability.

1.5 Access and Carrier Services

Customers and End Users recognize that access to the Product Software may depend on wireless carriers or internet service providers. PEASI disclaims any responsibility for interruptions or access issues attributable to third parties.

1.6 Acceptable Use

Customers and End Users agree to use the Product Software exclusively for lawful purposes. Users shall not compromise, interfere with, or damage the security or functionality of the Product Software, nor rent, lease, resell, or use the Product Software to develop a competitive service.

1.7 Critical Alert Feature Caution

Customers and End Users acknowledge that the Product Software includes a critical alert feature that may emit loud noises. Users assume all risks related to loud alerts, including potential ear damage, and are advised to use caution when utilizing headphones or earbuds. PEASI disclaims any liability arising from the use of this feature.

1.8 Intellectual Property

All rights, title, and interest in the Product Software and related materials ("Materials") remain exclusively with PEASI and its licensors. Users may not copy, reproduce, distribute, modify, or create derivative works based on the Product Software without PEASI's prior written consent.

1.9 Feedback

Customers and End Users agree to provide feedback regarding the Product Software upon reasonable request. PEASI may use and incorporate such feedback without restriction or compensation.

1.10 Hosting and Control

PEASI retains exclusive physical control and hosting of the Product Software. PEASI reserves the right to inspect, monitor, and maintain the Product Software. Nothing herein obligates PEASI to disclose or deliver software code.

2. Commercial Terms Applicable to Subscription Customers Only

2.1 Subscription Services

PEASI agrees to provide Customers access to Subscription Services detailed in the applicable invoice or agreement.

2.2 Fees and Payment

Fees are invoiced annually in advance and payable within thirty (30) days of the invoice date ("NET 30") via cheque, EFT, or direct deposit. Late payments may incur a service charge of 1.5% per month or the maximum permitted by law.

2.3 Subscription Term and Renewal

The initial subscription term is one (1) year unless otherwise specified. Subscriptions automatically renew for successive one-year periods unless terminated with at least thirty (30) days' written notice before renewal. PEASI will notify Customers of pricing changes at least thirty (30) days before renewal.

2.4 Termination

Either party may terminate the subscription by providing thirty (30) days' written notice. Termination does not relieve Customers from payment obligations incurred during the active subscription term. PEASI may immediately suspend or terminate access for material breaches, including non-payment or violations of this Agreement.

2.5 Alert Feed Customers

Customers licensing alert feed access via API are subject to identical payment, renewal, and termination terms. Alert feed access is limited to Customer's internal use or integration into authorized third-party applications.

3. Ownership of Data

Customers retain ownership of all data transmitted through or stored in the Product Software ("Customer Data"). PEASI is granted a limited, non-exclusive right to use Customer Data solely for providing Subscription Services.

4. Data Security and Privacy

PEASI agrees to implement reasonable and industry-standard security measures to protect Customer Data against unauthorized access, alteration, disclosure, or destruction. PEASI will promptly notify Customers of any known unauthorized access or data breaches. All parties shall comply with applicable Canadian privacy laws regarding the handling of personal data.

5. Confidentiality

Each party agrees to maintain the confidentiality of proprietary or sensitive information disclosed during the term of this Agreement and thereafter. Confidential information shall not be disclosed to third parties without prior written consent, except as required by Canadian law or to fulfill this Agreement.

6. Indemnification

Customers and End Users agree to indemnify and hold harmless PEASI from any third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees, arising from their use of the Product Software in violation of this Agreement or applicable Canadian laws.

7. Governing Law and Jurisdiction

This Agreement is governed exclusively by the laws of the Province of Alberta, Canada. Any disputes shall be resolved through mediation or arbitration conducted in Alberta, Canada, under mutually agreed-upon rules. PEASI is not bound by laws of other jurisdictions.

8. Notices

All notices provided by PEASI to you under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or postal mail; or (b) to your electronic mail address. You must give notice to PEASI in writing by (a) Courier or postal mail to the following address: PEASI, 888 4 Avenue SW, Unit 1906, Calgary, Alberta T2P 0V2, or (b) to the following email address: info@peasi.com. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered, upon receipt or, if earlier, two (2) business days after being deposited in the postal mail or with a Courier.

9. Warranty Disclaimer

YOU EXPRESSLY AGREE THAT USE OF THE PRODUCT SOFTWARE IS AT YOUR SOLE RISK. THE PRODUCT SOFTWARE IS PROVIDED ON AN "AS AVAILABLE," "AS IS," AND "WITH ALL FAULTS" BASIS. PEASI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT SOFTWARE, INCLUDING ANY REPRESENTATION THAT THE SERVICES THEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, PEASI DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PRODUCT SOFTWARE. ALL PRODUCT SOFTWARE IS CONSIDERED A FINAL, GENERALLY AVAILABLE PRODUCT OFFERING BUT MAY CONTAIN DEFECTS. PRODUCT SOFTWARE MAY NOT OPERATE ACCURATELY FROM TIME TO TIME AND MAY BE SUBSTANTIALLY MODIFIED TO REMEDY DEFECTS. ACCESS TO AND USE OF THE PRODUCT SOFTWARE IS ENTIRELY AT YOUR OWN RISK. IN NO EVENT SHALL PEASI BE LIABLE FOR ANY DAMAGE ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT SOFTWARE, EVEN IF PEASI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE ADVISED TO SAFEGUARD IMPORTANT

DATA, TO USE CAUTION, AND NOT TO RELY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE PRODUCT SOFTWARE.

10. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT PEASI SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU (EVEN IF THE PARTIES SHOULD HAVE BEEN AWARE OR WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. IF YOUR JURISDICTION DOES NOT ALLOW SOME EXCLUSIONS, PEASI'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.