END-USER AGREEMENT

IMPORTANT! The Software you seek to use is made available to you only on the condition that you ("You") agree with Empowered Startups Ltd. ("ES") to the terms and conditions set forth below. **PLEASE CAREFULLY READ THE TERMS OF THIS SOFTWARE USER AGREEMENT.**

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD CLICK ON THE "I Accept". IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD CLICK ON THE "I DO NOT ACCEPT".

- 1. **SOFTWARE:** As used in this Agreement "**Software**" shall mean the proprietary software application(s), known as YES, ESP, Empowered Nations and/or Empowered Startup Platform and all related documentation provided to You by ES or the school, incubator, or institution which provided you with your login information (the "**Company**").
- 2. **LICENSE TO USE:** The Company has obtained the right under license from ES to grant access the Software to certain of its students, mentees, employees, contractors, and agents solely for the purpose of providing entrepreneurship training and mentorship (the "**Purpose**"), and solely on the terms, conditions and restrictions contained in this Agreement. You are the only person authorized to use Your user identification and password, and You bear full responsibility for preserving their confidentiality and for the risk involved in divulging such information. If, in the opinion of ES or the Company, You are attempting to act in breach of this Agreement, either party shall have the right to immediately terminate Your access to and use of the Software.
- 3. **OWNERSHIP**: The Software and any and all knowledge, know-how and/or techniques relating to the Software, as may be modified or enhanced, in whole or in part, is and will remain the sole and absolute property of ES or its licensor (collectively the "**Owner**") and the Owner owns any and all right, title and interest in and to the Software. The Owner has an interest in protecting the Software and such Software is protected by applicable copyright laws. All inventions, discoveries, improvements, software, copyright, know-how or other intellectual property, whether or not patentable or copyrightable, created by the Owner prior to, after the termination of, or during the course of Your access to the Software is and will remain the sole and absolute property of the Owner. No right, title or interest in or to any trademark, service mark, logo, or trade name of ES or its related entities is granted to You under this Agreement.
- 4. **YOUR DATA**: ES acknowledges and agrees that, as between ES and You, You retain all right, title and interest in or to any data, files, documentation or other information that is uploaded, submitted or transmitted to the Software by You ("**Your Data**"). ES obtains no proprietary right, title or interest in or to Your Data by virtue of this Agreement or your use of the Software.
- 5. **COPY AND USE RESTRICTION:** You shall not, and shall not authorize any third party to:
 - (a) make copies of the Software or the associated materials and documentation other than copies of applicable documentation as reasonably required for use of the Software as intended by this Agreement provided each of such

- copies of applicable documentation together with the originals must be kept in Your possession;
- (b) modify, decompile, disassemble, translate into another computer language, create derivative works, reverse engineer or otherwise attempt to discover any portion of the source code, object code or any trade secret of the Software, including by utilizing the "view source", or equivalent command in any web browser used to access the Software;
- (c) distribute, sell, lease, transfer, assign, trade, rent or publish the Software or any part thereof and/ or copies thereof, to others;
- (d) license or sublicense the use of the Software to others; or
- (e) use the Software or any part thereof for any purpose other than the Purpose.
- 6. **DISCLAIMER OF WARRANTY:** THE SOFTWARE IS PROVIDED TO YOU BY ES "AS IS", AND YOU ACKNOWLEDGE AND AGREE THAT ES MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE SOFTWARE FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE SOFTWARE WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS, OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

IN PARTICULAR, NOTHING IN THIS AGREEMENT IS OR WILL BE CONSTRUED AS:

- (a) A WARRANTY OR REPRESENTATION BY ES AS TO THE VALIDITY OR SCOPE OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE;
- (b) AN OBLIGATION TO FURNISH ANY SOFTWARE, TECHNOLOGY, OR TECHNOLOGICAL INFORMATION TO YOU;
- (c) AN OBLIGATION ON ES TO CORRECT MALFUNCTIONS ("MALFUNCTIONS") THAT ARISE IN ANY VERSION OF THE SOFTWARE DELIVERED TO YOU. MALFUNCTIONS, AS USED HEREIN, MEANS ERRORS DEEMED TO BE INTERNAL TO THE SOFTWARE. ES DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM MALFUNTIONS, NOR THAT ANY MALFUNCTIONS CAN OR WILL BE CORRECTED.
- 7. LIMITATION OF LIABILITY: ES WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LIABILITY, LOSS OR DAMAGES CAUSED OR ALLEGED TO HAVE BEEN CAUSED, EITHER DIRECTLY OR INDIRECTLY, BY THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL ES BE LIABLE FOR ANY LOST REVENUE, PROFIT, BUSINESS INTERRUPTION OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ES OR THE COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **TERM:**This Agreement is effective until terminated. YOU may terminate this Agreement at any time by ceasing use of the Software and destroying or deleting any copies of the related materials and documentation. This Agreement will terminate immediately without notice from ES if: (i) You fail to comply with any provision of this Agreement; (ii) Your employment or contractual responsibilities to the Company cease or are altered to such an extent that the Company is no longer permitted to grant You access to the Software; or (iii) the Company's right to sublicense the Software is terminated or expires for any reason. On any termination of this Agreement Sections 3 (Ownership), 4 (Your Data), 5 (Copy and Use Restriction), 6 (Disclaimer of Warranty), and 7 (Limitation of Liability) of this Agreement shall survive and continue in full force and effect.

9. **GENERAL PROVISIONS**:

- (a) This Agreement will be governed and interpreted according to the laws of British Columbia, Canada. You agree that by accepting the terms of this Agreement and using the Software You have attorned to the exclusive jurisdiction of the Courts of competent authority in the Province of British Columbia.
- (b) This Agreement is the entire agreement between You and ES relating to the subject matter contemplated herein.
- (c) No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of ES.
- (d) The provisions of this Agreement are severable in that if any provision in the Agreement is determined to be invalid or unenforceable under any controlling body of law, that will not affect the validity or enforceability of the remaining provisions of the Agreement.

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE CLICK ON THE "I Accept" BOX TO SIGNIFY YOUR ACCEPTANCE OF SUCH TERMS. YOUR USE OF THE SOFTWARE IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE CLICK ON THE "I Do Not Accept" BOX.