

JIRA™ Customer Portal – Terms of Use

The following are the terms and conditions for use of the JIRA™ Customer Portal (as further described below) (the “**Service**”) between Maya Heat Transfer Technologies Ltd. (“**Maya**”) and you (either an individual or a legal entity that you represent as an authorized employee or agent) (“**Customer**” or “**you**”). BY USING AND/OR ACCESSING THE SERVICE, YOU ARE STATING THAT YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THE SERVICE, WHICH MAY BE AMENDED FROM TIME TO TIME (THE “**AGREEMENT**”).

1. **Scope of the Agreement.** This Agreement governs your access and use of the Service in order to support your use of a Maya product and/or service for which you have entered into a separate agreement with Maya (collectively, the “**Maya Products and Services**”). The Service allows you to access the JIRA™ software provided by Atlassian Pty Ltd (“**Atlassian**”) to provide feedback on the Maya Products and Services and/or open support tickets for Maya Products and Services.
2. **Account Registration.** Maya will create an account for you in order to allow you to access and use the Service. Any registration information that you provide must be accurate, current and complete. You shall protect your passwords and take full responsibility for your own, and third party, use of your account. You are solely responsible for any and all activities that occur under your account. You agree to notify Maya immediately upon learning of any unauthorized use of your account or any other breach of security.
3. **Authorized Users.** Only the specific you designate through the applicable Maya Product(s) (“**Authorized User(s)**”) may access and use the Service.
4. **Your Rights.** Subject to the terms and conditions of this Agreement, Maya grants you a non-exclusive, non-sublicensable and non-transferable right to access and use the Service solely in connection with the Maya Products and Services during the Term (as defined in Section 13 below) and in accordance with the terms and conditions set forth in this Agreement.
5. **Your Data.** “**Your Data**” means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through the Service. You will retain all right title and interest in and to Your Data in the form provided. Subject to the terms of this Agreement, you hereby grant to Maya and its third-party service providers a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the Service and the Maya Products and Services to you. Notwithstanding the foregoing, Your Data shall not include Feedback (as defined below). From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to Maya regarding the Maya Products and Services (“**Feedback**”). Maya may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Your Data and/or your confidential information, and nothing in this Agreement limits Maya's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.
6. **Security.** You understand that the use of the Service necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us or our third-party

suppliers, and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. We cannot guarantee that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measure or those of our third-party service providers.

7. **Responsibility for Your Data.** You must ensure that your use of the Service and all Your Data is at all times compliant with Atlassian's [Acceptable Use Policy](#) and all applicable local, state, federal and international laws and regulations ("**Laws**"). You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all Your Data in accordance with this Agreement and to grant the rights granted in this Agreement and (ii) Your Data and its transfer and use as authorized by you under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. We assume no responsibility or liability for Your Data, and you shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.
8. **Sensitive Data.** You will not submit any personally identifiable information, except as necessary for the establishment of your account or any other information subject to regulation or protection under specific laws.
9. **Indemnity for your Data.** You will defend, indemnify and hold harmless Maya from and against any loss, cost, liability or damage, including attorneys' fees, for which Maya becomes liable arising from or relating to any claim relating to Your Data, including but not limited to any claim brought by a third party alleging that Your Data, or your use of the Service in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. This indemnification obligation is subject to your receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Maya at your expense.
10. **Removals and Suspension.** Maya has no obligation to monitor any content uploaded to the Service. Nonetheless, if we deem such action necessary based on your violation of this Agreement or in response to takedown requests that we receive, we may (1) remove Your Data from the Service or (2) suspend your access to the Service.
11. **Restrictions.** Except as otherwise expressly permitted in this Agreement, you will not: (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Service to a third party, (b) use the Service for the benefit of any third party, (c) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Service, except as permitted by law, (d) remove or obscure any proprietary or other notices contained in the Service, or (g) publicly disseminate information regarding the performance of the Service.
12. **Ownership.** The Service is made available to you on an access basis only and no ownership right is conveyed to you. Atlassian and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the JIRA™ software, its "look

and feel”, any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for Atlassian (“**Atlassian Technology**”). For clarity, JIRA™ is a trademark of Atlassian. Any Atlassian Technology and any performance information relating to the Service shall be deemed confidential information of Atlassian without any marking or further designation.

13. **Term and Termination.** This Agreement is in effect for as long as you have a valid license to use the Maya Products and Services, unless sooner terminated as permitted in this Agreement (the “**Term**”). Either party may terminate this Agreement at any time with prior written notice. Once the Agreement terminates, you (and your Authorized Users) will no longer have any right to use or access the Service, or any information or materials that we make available to you under this Agreement. The following provisions will survive any termination or expiration of this Agreement: Section 9 (Indemnity for Your Data), Section 11 (Restrictions), Section 12 (Ownership), Section 13 (Term and Termination), Section 15 (Warranty Disclaimer), Section 16 (Limitation of Liability), and Section 18 (General Provisions).
14. **Due Authority.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if you are an entity, this Agreement is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.
15. **WARRANTY DISCLAIMER.** THE SERVICE IS PROVIDED “AS IS,” AND MAYA AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. MAYA SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF MAYA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER MAYA NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE.
16. **Limitation of Liability.** NEITHER PARTY (NOR ITS SUPPLIERS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. OUR AGGREGATE LIABILITY TO YOU SHALL BE CAN \$20. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ATlassian AND ITS SUPPLIERS WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER. The parties agree that the limitations specified in this Section 16 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

17. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the applicable laws of the province of Quebec, Canada, without giving effect to conflicts of laws principles. Each party irrevocably agrees that any legal action, suit or proceeding must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the courts in Montreal, Quebec, Canada, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in Montreal, Quebec, Canada, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party.
18. **General Provisions.** Any notice under this Agreement must be given in writing. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. You may not assign this Agreement without our prior written consent. This Agreement is the entire agreement between you and Maya relating to the Service and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Service or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Agreement may not be modified or amended by you without our written agreement (which may be withheld in our complete discretion without any requirement to provide any explanation). No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.*