

TERMS OF SERVICE

Last Updated: April 30, 2026

These Terms of Service ("**Terms**") apply to organizations' engagement of Highwood Emissions Management Inc. ("**Highwood Emissions**" or "**Provider**") to provide and perform the Software Services, Support Services and/or Professional Services, as set out in the Order Form. These Terms are subject to change without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the "Last Updated" date referenced above.

These Terms set forth the terms and conditions under which Highwood Emissions makes available and performs its Services. These Terms do not, absent the execution of an Order Form, create any business relationship or impose any obligation on Highwood Emissions to provide any license, access, product, or service.

1 DEFINITIONS

1.1 Capitalized terms used and not otherwise defined in these Terms have the meanings set out below:

- (a) "**Account Credentials**" means any user name, identification number, password, or security key, security token, personal identification number (PIN) or other security code, method, technology, or device used alone or in combination, to verify an individual's identity and authorization to access and use the Services.
- (b) "**Aggregated Data**" means Client Data that has been aggregated or anonymized and any data or metadata relating to Client's or Authorized User's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- (c) "**Agreement**" means these Terms and the Order Form.
- (d) "**Authorized User**" means Client's employees, consultants, contractors, and agents (i) who are authorized by Client to access and use the Services under the rights granted to Client pursuant to the Agreement; and (ii) for whom access to the Services has been purchased hereunder.
- (e) "**Client**" means the party identified as the Client in the Order Form.
- (f) "**Client Data**" means, other than Aggregated Data, Feedback, and information submitted pursuant to a Support Case, all data supplied or provided by, imported, or uploaded to, or otherwise made available to Provider by Client or an Authorized User through the Services.
- (g) "**Client Materials**" means any and all data, content, information, specifications, documentation, software, tooling, templates, models, datasets, text, images, audio-visual works, and other materials or technology provided or made available to Provider by or on behalf of Client in connection with the Agreement or the Services. For the avoidance of doubt, Client Materials includes Client Data.
- (h) "**Confidential Information**" means all documents, information, technology and data disclosed or furnished in any connection with the Agreement by one Party to the other Party prior to or after the date of the Agreement, directly or indirectly, whether in oral, written, graphic, video, machine-readable or other form that is either marked or identified (in writing or orally) as being confidential or proprietary or that the receiving party can reasonably conclude or ought to know is confidential or proprietary to the other Party, including information relating to the disclosing Party's research and development, computer programs, algorithms, processes, techniques, designs, photographs, drawings, plans, models, specifications, prototypes, test results, developments, studies, reports, marketing plans, client details, client names and information, supplier names and

information, business strategies, operations, methods of doing business, and financial information. For certainty, Provider's Confidential Information shall be deemed to include pricing of Services, Provider IP and all other technical and product information and documentation, trade secrets, and the whole of the ideas, concepts, processes, procedures, and know-how contained therein. Client's Confidential Information shall be deemed to include Client Data.

- (i) **"Deliverables"** means the materials, such as reports, developed, provided, and produced by Provider, directly or indirectly through its subcontractors, agents, employees or independent contractors, specifically for Client in the performance of the Professional Services, to the extent expressly described in the Order Form, but excluding any Client Data or any Client Materials included therein.
- (j) **"Documentation"** means Provider's user manuals, handbooks, and guides relating to the Software Services provided by Provider to Client either electronically or in hard copy form/end user documentation relating to the Software Services which documentation will be available in the English language only.
- (k) **"Error(s)"** means bugs, defects, errors or failures of the Software Service to perform in substantial conformity with the specifications set forth in the Documentation.
- (l) **"Feedback"** means all feedback, ideas, comments, and suggestions submitted by Client or an Authorized User to Provider concerning the Provider IP, or part thereof.
- (m) **"includes", "including"** and similar formulations means "includes (or including), without limitation".
- (n) **"Order Form"** means the order selection form identifying Services to be provided by Provider, the Fee(s) for the Services, the duration of the Services and referencing these Terms.
- (o) **"Parties"** means the Client and Provider, and **"Party"** means the applicable one of them.
- (p) **"Personal Information"** means information about an identifiable individual, as covered under privacy and data protection laws.
- (q) **"Professional Services"** means those Software implementation services, customization services, enhanced training services, consultation services and other professional services provided by Provider to Client as described and to the extent set forth in the applicable Order Form.
- (r) **"Provider IP"** means the Software, the Services, the Documentation, Deliverables and any and all intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Data, Feedback, and any information, data, or other content derived from Provider's monitoring of Client's or its Authorized User's access to or use of the Services.
- (s) **"Services"** means collectively, the Software Services, Support Services, and Professional Services, to the extent set forth in the applicable Order Form.
- (t) **"Software"** means Provider's software products, including without limitation, compiled binaries.
- (u) **"Software Services"** means the services through which Provider hosts and makes available the Software to the extent set forth in the applicable Order Form.
- (v) **"Support Services"** means maintenance and support offering in connection with Client-reported Error(s), to the extent set forth in the applicable Order Form.
- (w) **"Term"** means the period of time during which the Services are engaged by Client, as identified in the Order Form. Where multiple Services are engaged by Client with varying Terms, "Term" shall be interpreted under this Agreement as the Term for the applicable Service.

2 SERVICES TERMS

- 2.1 Access. Subject to and conditioned on Client's payment of Fees and compliance with all terms and conditions of the Agreement, Client and its Authorized Users may access and use the Software Services during the Term, solely for Client's internal purposes. Provider shall provide to Client the necessary Account Credentials to access the Software Services. The total number of Authorized Users will not exceed the number set forth in the Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.
- 2.2 Documentation. Subject to the terms and conditions contained in the Agreement, Provider hereby grants to Client a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 11.6 (Assignment)) license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Software Services.
- 2.3 User Restrictions. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to:
- (a) copy, reproduce, modify, adapt, distribute, publicly display, or create derivative works of the Provider IP, in whole or in part;
 - (b) provide, rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Provider IP (except as expressly set out under the Agreement);
 - (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Software component of the Services, in whole or in part;
 - (d) use the Software Services to act as a "service bureau" or in a time-sharing, application services provider or other similar model to provide the benefit of the use of the Services to any person except as expressly permitted herein;
 - (e) remove any proprietary notices from the Provider IP;
 - (f) disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Services (e.g., denial-of-service attack);
 - (g) bypass or breach any security or protection used by the Services or access or use the Provider IP other than by an Authorized User through the use of their own then-valid Account Credentials;
 - (h) use the Provider IP for the purposes of building a similar or competitive product or service;
 - (i) use the Provider IP other than for the benefit of Client that has entered into the Agreement to access and use the Services;
 - (j) use the Provider IP in any manner or for any purposes that infringes, misappropriates, or otherwise violates any intellectual property rights or other right of any person, or that violates any applicable law; or
 - (k) authorize, permit, enable, induce, or encourage any third party to do the above.

Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Client will be deemed a breach of the Agreement by Client.

- 2.4 Reservation of Rights. Provider reserves all rights not expressly granted to Client in the Agreement. Except for the limited rights and licences expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

- 2.5 Suspension or Termination of Services. Provider may, directly or indirectly, suspend, terminate, or otherwise deny access to, or use of, all or any part of the Services by Client, any Authorized User or any other person, without incurring any resulting obligation or liability, if: (a) Provider receives a governmental order that expressly or by reasonable implication requires Provider to do so; (b) Provider's provision of the Services is prohibited by applicable law; (c) any vendor of Provider has suspended or terminated Provider's access to or use of any third party services or products required to enable Client to access the Services; or (d) Provider believes, in its sole discretion, that: (i) Client or any Authorized User has failed to comply with, any material term of the Agreement, accessed or used the Services or Documentation beyond the scope of the rights granted or for a purpose not authorized under the Agreement or in any manner that does not comply with any instruction or requirement provided in writing to Client, (ii) Client or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Services, or (iii) the Agreement expires or is terminated. This Section does not limit any of Provider's other rights or remedies, whether at law, in equity, or under the Agreement.
- 2.6 Aggregated Data. Provider shall have the unrestricted right to use, license, sell, disclose and otherwise commercially exploit any Aggregated Data without limitation or restriction, for any purpose Provider may, in its sole discretion, choose, including for its internal business purposes to improve and enhance the Services and any services offered by Provider and for other development, machine learning, diagnostic and corrective purposes ; *provided* that such Aggregated Data does not identify Client or an Authorized User. All right, title and interest in Aggregated Data, and intellectual property rights therein, belong to and are retained solely by Provider. To the extent necessary in order to effect the foregoing rights, Client hereby grants to Provider a non-exclusive, transferable, perpetual, irrevocable, worldwide, royalty-free and fully paid-up license to any Client Data included in the Aggregated Data.
- 2.7 Third Party Products. Client acknowledges that, depending on the Services selected by Client, the use of the Services may require the use of certain third party products (the "**Third Party Products**"). Client agrees that Provider has no responsibility or obligation to supply, or any liability whatsoever concerning, the Third Party Products and that Client shall be solely responsible for sourcing, acquiring and licensing such Third Party Products directly from the applicable Third Party Products vendors (unless the Parties hereto otherwise agree in writing). Such Third Party Products are subject to their own terms and conditions and the applicable flow through provisions.
- 2.8 Support Services. Any release, upgrades or updates to the Software shall only be addressed at the sole discretion of Provider. Where Support Services are selected in the Order Form:
- (a) Contacting Support. Client shall designate and maintain throughout the Term one or more individuals to serve as its primary point of contact for day-to-day communications, consultation, and decision-making regarding the Support Services ("**Client Contact**"). Client Contact may contact Provider for support (a "**Support Case**") by the following methods: (1) submitting a support request in the web interface as described in the Order Form; (2) submitting a support request to the Provider web page hosting the community forums and support portal (or such successor URL as may be designated by Provider; the "**Provider Portal**"); or (3) if unable to access the web interface or the Provider Portal, Client Contact may contact Provider support by phone at the intake phone number identified in the Provider Portal solely for purposes of having the support request submitted on their behalf. All Client Contacts must be reasonably proficient in the use and functionality of the Software Services and familiar with the Documentation and shall use reasonable diligence to ensure a perceived Error is not an issue with Client equipment, software, or internet connectivity.
- (b) Submission of Support Cases. Each Support Case shall: (1) designate the Severity Level of the Error in accordance with the definitions in Table 1; (2) identify the Authorized User account that experienced the Error; (3) include information sufficiently detailed to allow Provider support to effectively assess the Error (including any relevant error messages, but

not export-controlled data, Personal Information (other than as required herein), sensitive data, other regulated data, or Client Data); and (4) provide accurate contact information for the Client Contact(s) most familiar with the issue. The Client Contact shall also give Provider any other important Support Case information in a timely manner. Information submitted pursuant to a Support Case is not Client Data. Unless Client expressly designates the Severity Level, the Support Case will have a default designation of Severity Level 4. If Client believes the issue to be related to Provider's Software, then the Support Case shall also include the applicable software log files. If a Client Contact submits a Support Case related to enhancement or feature requests, Provider will deem the Support Case closed once the request has been forwarded internally.

Table 1: Error Severity Level Definitions	
Severity Level 1 (Critical Severity)	An Error that (a) renders the Software or Software Services completely inoperative, or (b) makes Client's use of material features of the Software or Software Services impossible, with no alternative available.
Severity Level 2 (High Severity)	An Error that (a) has a high impact to key portions of the Software or Software Services, or (b) seriously impairs Client's use of material features of the Software or Software Services and Client cannot reasonably circumvent or avoid the Error on a temporary basis without the expenditure of significant time or effort.
Severity Level 3 (Medium Severity)	An Error that has a medium-to-low impact on the Software or Software Services, but Client can still access and use some functionality of the Software or Software Services.
Severity Level 4 (Low Severity)	An Error that has low-to-no impact on Client's access to and use of the Software or Software Services.

Table 2: Severity Level Response Times	
Error Severity Level	Initial Response Time Target
Severity Level 1 (Critical Severity)	Thirty (30) minutes
Severity Level 2 (High Severity)	Two (2) Business Hours
Severity Level 3 (Medium Severity)	Six (6) Business Hours
Severity Level 4 (Low Severity)	Two (2) business days

- (c) Error Response. Upon receipt of a Support Case, Provider will assess the Error based on the information submitted and the definitions in Table 1, and if Provider believes Client's Severity Level designation is incorrect, Provider will promptly notify Client. If Client then identifies a reasonable basis for disagreeing with the Severity Level proposed by Provider, the Parties each will make a good faith effort to promptly discuss, escalate internally, and mutually agree on the appropriate Severity Level designation. Provider shall then use commercially reasonable efforts, but does not guarantee, to meet the Initial Response Time

Target set forth in Table 2 above for the applicable Severity Level. Provider support hours are [9:00 am – 5:00 pm MST from Monday to Friday] (“**Business Hours**”), not including Canadian statutory holidays. Provider reserves the right to modify the availability of Support Services from time-to-time in the regular course of business.

- (d) Exceptions. Provider has no obligation to provide Support Services relating to Errors that, in whole or in part, arise out of or result from any of the following:
- (i) Software, or the media on which it is provided, that is modified, altered, or damaged by Client or any third party;
 - (ii) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Client's use in the Documentation, unless otherwise expressly permitted in writing by Provider;
 - (iii) any Third Party Products;
 - (iv) any negligence, abuse, misapplication, or misuse of the Software other than by Authorized Users, including any Client use of the Software other than as specified in the Documentation or expressly authorized in writing by Provider;
 - (v) the operation of, or access to, Client's or a third-party's system, network or computers;
 - (vi) any relocation, installation or integration of the Software other than by Provider;
 - (vii) any open-source components, beta software, software that Provider makes available for testing or demonstration purposes, temporary software modules, or software for which Provider does not receive a license fee;
 - (viii) any breach of or noncompliance with any provision of the Agreement or the Agreement by Client or any of its Authorized Users; or
 - (ix) any force majeure event set out under Section 11.3 of the Agreement.

2.9 Implementation Services. The Fees for Software Services shall include standard Software configuration. If customization is required in order to utilize the Software Services, Provider agrees to provide configuration and implementation services, subject to and in accordance with the Professional Services described in the Order Form.

2.10 Professional Services Responsibilities.

- (a) Provider agrees to use commercially reasonable efforts to complete the Professional Services in accordance with the delivery schedule specified in the Order Form. Client agrees that the Professional Services and delivery timetable shall be adjusted to proportionately and reasonably reflect: (a) mutually agreed upon delays confirmed in writing by each Party; (b) delays to the extent attributable to Client's failure to: (i) respond to or answer any reasonable questions and inquiries of Provider or (ii) provide Provider with such information or data that is reasonably requested by Provider and/or necessary for the performance of the Professional Services; and (c) delays to the extent attributable to a request by Client for changes to the Professional Services, and consideration and potential implementation by Provider, of any such requested change(s). Provider shall have the right to designate which personnel it will assign to perform the Professional Services

and shall have the right to remove and replace any such personnel at any time or designate any of its subcontractors at any time to perform the Professional Services.

- (b) Client shall provide Provider with any and all of Client's staff, office space, information, items and materials that are reasonably required by Provider to perform the Professional Services, including as may be expressly specified in the Order Form. Client also agrees to provide or make available all information reasonably required by Provider to perform the Professional Services. Provider will not be liable for loss or damage or errors arising from reliance on any such information supplied by Client or its staff or other representatives. Client shall perform its obligations and responsibilities set out and described in the Order Form, if applicable. Where applicable, Client shall provide Provider and its authorized personnel and agents with access to any Client systems and Client location or facility in accordance with any reasonable security procedures provided to Provider in writing in advance of such access that are in effect at the time of such access for the purposes of enabling Provider to perform the Professional Services. At all times when Provider is on Client's premises, Provider shall use commercially reasonable efforts not to interfere with Client's regular business operations.

- 2.11 Changes to Professional Services. Client may, from time to time, request changes to the scope of the Professional Services. In response to any such request from Client, Provider shall determine the feasibility of providing such changes in accordance with its internal change request process and shall estimate the increase in the total Fees payable for providing such changes to the Professional Services. Following receipt of Provider's response to Client's request, the Parties hereto shall negotiate a written change order which sets out the changes to the Professional Services and the additional Fees payable in respect thereof.
- 2.12 Training. Provider shall provide training to Authorized Users during the Term on using the Software Services for a reasonable number of hours, as determined by Provider in its sole discretion. Any training provided by Provider that exceed these hours will be, at Provider's standard hourly rates then in effect. Provider shall provide training only remotely during Business Hours on dates to be mutually agreed on by the Parties.
- 2.13 Access and Security. Client shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Account Credentials and protect against any unauthorized access to, or use of, the Services; and (b) control the content and use of Client Data, including the uploading or other provision of Client Data for processing by the Services.
- 2.14 Data Back-up. Client is solely responsible and agrees to make and maintain back-up copies of all data, files, and information residing on the network/system/computers in connection with which Provider provides Services prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

3 INTELLECTUAL PROPERTY

- 3.1 Provider IP. Client acknowledges that, as between Client and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP (inclusive of all enhancements, changes, and modifications to the Provider IP) and, with respect to Third Party Products, the applicable third party providers own all right, title, and interest, including all intellectual property rights, in and to the Third Party Products. Client shall promptly provide Provider with written notice of any use of, access to, disclosure of, reproduction, or transmission of any of the Provider IP that is in violation of the terms of the Agreement by any person of which it becomes aware.
- 3.2 Client Materials. Provider acknowledges that, as between Provider and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Materials. Client hereby grants to Provider a non-exclusive, transferable, perpetual, irrevocable, worldwide royalty-

free and fully paid-up licence to reproduce, distribute, and otherwise use and display the Client Materials and perform all acts with respect to the Client Materials as may be necessary for Provider to provide the Services to Client, including to embed or include same in the Deliverables.

- 3.3 Feedback. Submission of Feedback to Provider is voluntary. Notwithstanding any other provision of the Agreement, Feedback is subject to the following terms: (a) Provider may use such Feedback and incorporate it in Provider's products, technologies, and services without any obligations or restrictions; (b) Client waives all rights it or its representatives have or may have, including all intellectual property rights, in and to Feedback, and hereby assigns to Provider all of Client's rights in and to Feedback and will cause its representatives to assign all of such persons' rights to Provider and to waive all moral or similar rights that its representatives have to Provider. Client will execute and cause to be executed all documents necessary to assign such rights. Client is not entitled to any compensation or reimbursement of any kind under any circumstances for any Feedback.
- 3.4 Deliverables. Provider hereby grants to Client a limited, perpetual, non-exclusive, non-transferable (except in compliance with Section 11.6 (Assignment)), non-sublicensable, royalty-free (subject to payment of all the Fees) right to copy and use the Deliverables and any Provider IP incorporated in the Deliverables solely for Client's own internal business purposes in conjunction with its use of the Deliverables for their intended purpose and for no other reason or purpose. For certainty, Provider shall be sole and exclusive owner of all right, title and interest in and to the Deliverables including all copyright, trademarks, patents, trade secrets and all other intellectual property or proprietary rights therein.

4 CONFIDENTIALITY

- 4.1 Use of Confidential Information. Client shall be permitted to use the Confidential Information of Provider solely, and to the extent necessary, for its internal business purposes in connection with its access and use of the Services as permitted by the Agreement. Provider shall be permitted to use the Confidential Information of Client solely and to the extent necessary for the provision of Services and as otherwise set out in the Agreement. Each Party shall hold in confidence and shall protect (using efforts and measures it uses to protect its own confidential information of a similar nature, but in any event reasonable efforts and measures) the Confidential Information of the other Party from harm, loss, theft, reproduction, and unauthorized access while in its possession or control. Each Party acknowledges and agrees that the Confidential Information it may receive from the other Party is the sole and exclusive property of the disclosing Party (and/or its suppliers and licensors) and is highly valuable, confidential and material to the interests, business and affairs of disclosing Party, and that disclosure thereof would be detrimental to the interests, business and affairs of disclosing Party.
- 4.2 Exceptions; Permitted Disclosure.
- (a) A Party shall be permitted to disclose relevant aspects of the other Party's Confidential Information to its officers, directors, employees, agents and professional advisors to the extent that such disclosure is necessary for the performance of its duties and obligations or the exercise of any rights or privileges granted under the Agreement; *provided*, however, that prior to such disclosure such disclosing Party shall inform such persons and parties of the confidential nature of the Confidential Information.
 - (b) A Party shall, subject to the terms hereof, be fully responsible for ensuring that any such persons to whom it discloses the other Party's Confidential Information comply with the confidentiality obligations contained in the Agreement and shall be liable for any breach of the Agreement by such persons. The confidentiality obligations set out in this Section 4 do not apply in the following circumstances: (a) if Confidential Information prior to furnishing or thereafter becomes known to the public without fault or breach of receiving Party (but only after it becomes part of the public domain); (b) if Confidential Information is

independently developed by the receiving Party; (c) if a Party obtains Confidential Information from a third party without restriction on disclosure and without breach by such third party of a non-disclosure obligation; and (d) to the extent that a Party is required to disclose information by applicable law or a court of competent jurisdiction; provided, however, that it shall not make any such disclosure without first promptly notifying the other Party and allowing the other Party a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure. If such protective order or other remedy is not obtained, then the receiving Party will furnish only that portion of the Confidential Information that is legally required.

4.3 Unauthorized Use or Disclosure. A Party shall notify the other Party promptly upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information and will cooperate with the other Party in every reasonable way to help regain possession of such Confidential Information and to prevent its further unauthorized use or disclosure.

4.4 Survival and Return. The obligations of confidentiality in the Agreement shall be effective throughout the Term of the Agreement and, notwithstanding the return of any Confidential Information or any other event, shall continue in full force and effect following its termination or expiration. Without prejudice to any other rights provided herein, upon termination or expiration of the Agreement, each Party shall return to the other all Confidential Information of such other Party in its possession or control, or destroy such Confidential Information, including any copies or reproductions thereof. In the case of Confidential Information in electronic form "return" and "destroy" means to use reasonable efforts to permanently delete such Confidential Information from its information systems such that the Confidential Information is not accessible in the ordinary course, however each disclosing Party recognizes that such electronic representations of Confidential Information may continue to exist, subject to the terms hereof, in the receiving Party's data system backup tapes, or similar storage media, which will continue to be subject to the confidentiality obligations set forth herein so long as in the Parties' custody or control.

5 FEES AND PAYMENT

5.1 Payment of Fees. Client will pay the Provider fees ("**Fees**") set out in the Order Form without set-off or deduction and in accordance with the Order Form or applicable invoice for such Services.

6 AUDITS

6.1 Audit Rights. During the Term and not more than once per year (unless circumstances warrant additional audits as set out below), Provider may inspect and audit the Client's systems and records to ensure compliance with the Agreement upon fifteen (15) days' written notice to Client. Notwithstanding the foregoing, the Parties agree that Provider may conduct an inspection and audit at any time, in the event Provider reasonably believes an infringement of its intellectual property rights has occurred or an inspection and audit is necessary to address a material operational problem or issue that poses a threat to Provider's business. Such inspection and auditing rights will extend throughout the Term of the Agreement and for a period of two (2) years after the termination or expiration of the Agreement.

7 TERMINATION

7.1 Termination of the Agreement. Either Party may terminate the Agreement: (a) if the other Party has breached any material provision of the Agreement, including in the case of Client, any failure to pay any Fees when due, and such breach continues unremedied for a period of thirty (30) days after its receipt of written notice thereof from the other Party; or (b) the other Party becomes the subject of bankruptcy, insolvency, reorganization, receivership or other similar proceedings.

- 7.2 Effect of Termination. Upon any expiration or termination of the Agreement, Client's right to receive the applicable Services and use the Documentation or any other Provider IP terminates and if requested, Client shall provide an officer's certificate attesting its compliance (and the compliance of Authorized Users) as is satisfactory to Provider, acting reasonably. Upon expiration or termination of the Agreement for any reason, Client will pay Provider all outstanding Fees due and not yet paid.

8 WARRANTIES

- 8.1 Client Warranty. Client represents and warrants that it owns or otherwise has, and will maintain, all rights, licenses, consents and permissions necessary to provide Client Materials to Provider and to grant the rights and licenses hereunder, including all necessary notices and valid consents for any Personal Information contained therein (including for each Authorized User), and shall indemnify and hold harmless Provider against any losses arising from breach of the foregoing.
- 8.2 Provider Warranties. Provider warrants to Client that it shall perform the Professional Services in a workmanlike manner. In the event the Professional Services fail to conform to the warranty pursuant to Section 8.2, Client acknowledges and agrees that its sole and exclusive remedy shall be the re-performance by Provider of any Professional Services that are required to cause such non-conforming aspects of Professional Services to conform in all material respects to the requirements of the Order Form.
- 8.3 No Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED OR ORAL OR WRITTEN AND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. CLIENT CONFIRMS THAT IT HAS NOT RELIED ON ANY REPRESENTATION, WARRANTY, CONDITION, COVENANT OR PROMISE MADE BY PROVIDER WHICH HAS NOT BEEN EXPRESSLY STATED IN THE AGREEMENT.

9 LIMITATION OF LIABILITY

- 9.1 Limitation of Liability. IN NO EVENT SHALL THE PROVIDER OR ITS AFFILIATES AND THEIR RESPECTIVE CONTRACTORS, LICENSORS AND AGENTS AND ALL SUCH PERSON'S OFFICERS, DIRECTORS AND EMPLOYEES ("**PROVIDER PARTIES**") BE LIABLE TO CLIENT OR ANY OTHER PERSON UNDER CONTRACT, TORT, BREACH OF STATUTORY DUTY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS (INCLUDING LEGAL FEES AND REASONABLE STAFF COSTS), REGULATORY PENALTIES, LOSS OF CONTRACT, LOSS OF ANY FACILITIES OR PROPERTY OPERATED OR OWNED BY ANY PARTY, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER PARTIES' AGGREGATE LIABILITY ARISING

OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY DUTY, STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID BY CLIENT FOR THE SERVICES THAT IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR TEN THOUSAND CANADIAN DOLLARS (CAD 10,000), WHICHEVER IS LESS. NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY CLIENT RIGHTS THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

10 INDEMNIFICATION

10.1 Client Indemnification. CLIENT CONFIRMS THAT IT HAS THE SOLE RESPONSIBILITY FOR ALL USE OF THE SERVICES AND FOR ALL DECISIONS TAKEN FROM SUCH USE. Client agrees to indemnify, hold harmless, and, upon Provider's request, defend Provider and the Provider Parties from and against all third party claims, actions and demands, and all resulting liabilities, damages and losses of any type, expenses (including reasonable legal fees), settlements, or judgments suffered or incurred by such parties and that result from or arise out of (a) Provider's access to and use of any Client Materials as authorized hereunder, including any alleged or actual infringement, violation, or misappropriation of any intellectual property rights, privacy or data protection rights by or in the Client Materials; (b) Client's breach of any of Client's obligations, representations, warranties or covenants under the Agreement; (c) Client's instructions or specifications; (d) Client's use of the Deliverables other than as expressly permitted by these Terms; (e) the security and use of Account Credentials of Client and its Authorized Users; or (f) use of the Services (or any part thereof) by Client or any Authorized User in combination with any third party software, application or service.

10.2 Provider Indemnification.

- (a) Provider agrees to indemnify, defend and hold harmless Client from and against any and all losses, damages, liabilities, expenses (including reasonable legal fees) incurred by Client resulting from any third party claim, suit, action, or proceeding ("**Third Party Claim**") that the Software, or any use of the Software Services in accordance with the Terms, infringes or misappropriates such third party's Canadian intellectual property rights, *provided that* Client promptly notifies Provider in writing of the Third Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.
- (b) If such a Third Party Claim is made or appears possible, Client agrees to permit Provider, at Provider's sole discretion, to (a) modify or replace the Software, or component or part thereof, to make it non-infringing; or (b) obtain the right for Client to continue use of the Software Services. If Provider determines that neither alternative is reasonably available, Provider may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client.
- (c) This Section 10.2 will not apply to the extent that the alleged infringement arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (b) modifications to the Services not made by Provider; (c) Client Material, including Client Data; or (d) Third Party Products.

11 GENERAL PROVISIONS

11.1 Entire Agreement; Amendment. The Agreement constitutes the entire agreement between the Parties pertaining to all the matters herein and supersedes all prior agreements, proposals, proof of concepts, understandings, letters of intent, negotiations and discussions pertaining to the Services, whether oral or written and may only be amended or modified by written agreement

executed by the authorized representatives of the Parties hereto. NOTWITHSTANDING THE PRECEDING SENTENCE, PROVIDER MAY UNILATERALLY AMEND THESE TERMS, IN WHOLE OR IN PART BY: (I) GIVING CLIENT NOTICE OF SUCH AMENDMENT; OR (II) POSTING NOTICE OF SUCH AMENDMENT ON THE PROVIDER'S WEBSITE. UNLESS OTHERWISE INDICATED BY PROVIDER, ANY SUCH AMENDMENT WILL BECOME EFFECTIVE AS OF THE DATE THE NOTICE OF SUCH AMENDMENT IS PROVIDED TO CUSTOMER OR IS POSTED ON PROVIDER'S WEBSITE, WHICHEVER IS EARLIER. Terms or conditions which may be included in Client's order forms, purchase orders or any other document not agreed to in writing by Provider shall not bind Provider unless such document is signed by an authorized representative of Provider and expressly modifies or is incorporated into the Agreement. If Provider accepts by email any purchase order received from Client that contains pre-printed or standard terms used by Client, Provider will be deemed to reject the pre-printed and/or standard terms of the purchase order unless Provider expressly and specifically accepts those terms in writing signed by a duly authorized representative of Provider.

- 11.2 Jurisdiction. The Agreement shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. For the purpose of all legal proceedings, the Agreement shall be deemed to have been performed in the Province of Alberta, Canada and the Parties hereto expressly confirm that the law of the Province of Alberta is the proper law, without regard to conflict of law principles. The Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Calgary, Alberta in respect of all matters and disputes arising hereunder; provided that the Parties may seek equitable relief pursuant to Section 11.7 in any court of competent jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Agreement.
- 11.3 Force Majeure. Neither Party shall be liable for delays in or for failures to perform hereunder (other than a payment obligation) due to causes beyond its reasonable control, including acts of God, acts or omissions of the other Party or a third party, third party product or service failures, transportation delays, labour disputes, Internet or telecommunications outages, acts of civil or military authorities, fire, strikes, power, surges or outages, pandemics or epidemics, health emergencies, flood, earthquakes, riot, or war. Each Party shall use commercially reasonable efforts to provide the other Party with notice of any such events and recommence performance as soon as is practicably possible.
- 11.4 Independent Contractor. It is expressly understood and agreed that each Party shall be acting as an independent contractor in performing its obligations hereunder and shall not be considered or deemed to be an agent, employee, joint venturer or partner of the other Party.
- 11.5 Subcontracting. Provider may subcontract the performance of its obligations and any Services under the Agreement provided Provider shall remain responsible for ensuring all subcontractors' compliance with the terms of the Agreement. For the avoidance of doubt, the foregoing does not apply to Third Party Products.
- 11.6 Assignment. The Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the Parties hereto, their respective successors and permitted assigns. Client may not assign all or any part of the Agreement without the prior consent of Provider, which consent will not be unreasonably withheld. Provider may assign the Agreement without the consent of Client at any time.
- 11.7 Equitable Relief. Each Party acknowledges that damages may not be an adequate remedy for a breach of the confidentiality provisions of the Agreement or a breach or misappropriation of Provider's (or its or its third party licensors') intellectual property rights (including any unauthorized use of any software). Neither Party, and nothing in the Agreement, shall interfere with, delay, obstruct, or prevent the other Party from taking, or require such other Party to take, any steps prior to taking action to seek an interim and interlocutory equitable remedy on notice or *ex parte* to

enforce any provision herein to protect its rights concerning the Confidential Information or other intellectual or proprietary rights.

- 11.8 Waiver. No delay or omission by a Party to exercise any right or power it has under the Agreement or to object to the failure of any covenant of the other Party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- 11.9 Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby.
- 11.10 Counterparts. The Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic means (including by facsimile or electronic mail), each of which when executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.
- 11.11 Client reference program: Client agrees to be identified as a Highwood Emissions client and grants Highwood Emissions the right to use Client's name and logo in its marketing materials, website, and sales presentations, subject to reasonable trademark usage guidelines provided by Client, if applicable. Additionally, Client agrees to consider participating in Highwood's client reference program, which may include providing a testimonial, participating in a case study, reference call, or similar activity, subject to mutual agreement on scope and timing. Client may request to opt out of such participation in writing at any time.
- 11.12 Conflicts. If there is a conflict or inconsistency between the terms of this Agreement, then the conflict or inconsistency will be resolved by giving the following order of precedence: (i) first, the Terms; (ii) second, the Order Form; and (iii) any other documents incorporated therein by reference, unless an Order Form overrides the Terms by mutual written agreement of both Parties' authorized representatives.
- 11.13 Notices. All notices or approvals required or permitted under the Agreement must be in writing and sent to (i) if to the Client, to the current postal or email address set out on the Order Form; and (ii) if to Highwood Emissions, using the following postal or email address:

Attention: Jessica Shumlich
Highwood Emissions Management Inc.
441 5th Ave SW #600, Calgary, Alberta, T2P 2V1
Email: jessica@highwoodemissions.com

A notice is deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by pre-paid courier, on the second business day after posting; and (c) if sent by email, when transmitted if sent during normal business hours at the recipient's location, and otherwise at 9:00 a.m. on the next business day, provided no bounce-back or other error message is received. A Party may update its notice details by notice given in accordance with this Section.

- 11.14 No Third-Party Beneficiaries. Except as set forth in Sections 3 (Intellectual Property), 9 (Limitation of Liability) and 10 (Indemnification) of the Terms, the Agreement is for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

- 11.15 English Language. It is the express wish of the Parties that the Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.
- 11.16 Headers. The headings in the Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision of the Agreement.
- 11.17 Survival. The following Sections, together with any other provision of the Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of the Agreement, will survive expiration or termination of the Agreement for any reason: Sections 0 (Definitions), 2.6 (Aggregated Data), 3 (Intellectual Property), 4 (Confidentiality), 5 (Fees and Payment), 6 (Audits), 8 (Warranties), 9 (Limitation of Liability), 10 (Indemnification), and 11 (General Provisions) of the Terms.