

TERMS OF SERVICE

Last Updated: April 24, 2026

These Terms of Service apply to the purchase and sale of Highwood Emissions Management Inc. (“**Consultant**”, “**Highwood Emissions**”) Services. These Terms of Service are subject to change without prior written notice at any time, in our sole discretion. Any changes to these Terms of Service will be in effect as of the “Last Updated” date referenced above.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. For the purposes of this Agreement, the following words and terms have the following meanings:
- 1.1.1. “**Aggregated Data**” means data or information derived from or based on the Client Materials that has been de-identified or combined with other data such that it does not identify the Client or any of the Client’s personnel, and cannot reasonably be used to identify them, including statistical, usage, benchmark, and performance information and related learnings, insights, and analytics;
 - 1.1.2. “**Agreement**” means these Terms of Service and the Order Form;
 - 1.1.3. “**Client**” means the party identified as the Client in the Order Form;
 - 1.1.4. “**Client Materials**” means any and all data, content, information, specifications, documentation, software, tooling, templates, models, datasets, text, images, audio-visual works, feedback, and other materials or technology provided or made available to the Consultant by or on behalf of the Client in connection with the Agreement or the Services;
 - 1.1.5. “**Confidential Information**” means all information disclosed by disclosing party (“**Disclosing Party**”), either directly or indirectly, in writing, orally or visually, to the other party (“**Receiving Party**”) which may be related to or useful in connection with this Agreement, in the case of the Consultant’s Confidential Information, the Work Product, and includes information relating to the Disclosing Party’s research and development, computer programs, algorithms, technical and business information, processes, techniques, designs, photographs, drawings, plans, models, specifications, devices, 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, but does not include information that the Receiving Party can establish:
 - 1.1.5.1. was, or becomes, part of the public domain through no fault of the Receiving Party (but only after it becomes part of the public domain);
 - 1.1.5.2. was already known, or became known, to the Receiving Party with no confidentiality restriction or reason for the Receiving Party to believe the information had been obtained unlawfully or under an obligation of confidentiality from the Disclosing Party or a third party; or
 - 1.1.5.3. was provided to the Receiving Party by the Disclosing Party on a non-confidential basis.“Confidential Information” of the Client does not include the general skills and experience gained during Consultant’s engagement with the Client that could reasonably have been expected to acquire in similar work with another company or entity. The phrase “publicly known” means readily accessible to the public in a written publication and does not include information which is only available by substantial searching or aggregation of published information.
 - 1.1.6. “**Fee(s)**” means the fee or such other payment arrangements as are identified in the Order Form for the Consultant’s Services;
 - 1.1.7. “**includes**”, “**including**” and similar formulations means “includes (or including), without limitation”;
 - 1.1.8. “**Intellectual Property Rights**” means all worldwide rights, title, and interests, whether registered or unregistered, in and to: (a) patents, patent applications, and disclosures, including all continuations, divisionals, continuations-in-part, reissues, re-examinations, renewals, and extensions thereof; (b) inventions (whether or not patentable), discoveries, utility models, designs, and invention disclosures; (c) copyrights, moral rights, mask works, database rights, and rights in works of authorship, including all applications,

registrations, renewals, restorations, reversions, and extensions relating thereto; (d) trademarks, service marks, trade dress, trade names, logos, domain names, social media identifiers, and all goodwill associated therewith, and all applications, registrations, renewals, and extensions relating thereto; (e) trade secrets, know-how, and confidential or proprietary information; (f) rights in software, firmware, source code, object code, algorithms, models, data, data compilations, and documentation; and (g) all other intellectual, industrial, or proprietary rights, and all claims, causes of action, and rights to sue, recover, and retain damages and costs for past, present, and future infringement, misappropriation, or violation of any of the foregoing;

- 1.1.9. **"Order Form"** means the order selection form identifying services to be provided by Highwood Emissions, the Fee(s) for the services, the duration of the services and referencing these Terms of Service.
- 1.1.10. **"Parties"** means the Client and Consultant, and **"Party"** means the applicable one of them;
- 1.1.11. **"Services"** means the services to be provided by the Consultant to the Client as outlined in the Order Form;
- 1.1.12. **"Taxes"** means any taxes, duties, assessments, imposts, fees, duties, tariffs, withholdings, levies and other charges of any nature imposed by any taxation authority and includes all interest, penalties, fines, additions to tax or other additional amounts imposed thereon; and
- 1.1.13. **"Work Product"** means all work product generated by the Consultant solely or jointly with others in the performance of the Services, including any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, and trade secrets.

2. ENGAGEMENT AND SERVICES

- 2.1. Engagement. The Client engages the Consultant to provide and perform the Services as set out in the Order Form , and the Consultant accepts the engagement.
- 2.2. Revisions to Services. The Services are provided by the Consultant for the Client's use only and are not to be used for any purpose other than as contemplated in this Agreement. The Client may request additional Services or amendments to the scope of the Services, which shall not be binding upon the Consultant unless mutually agreed in writing by the Parties in an amended Order Form. Any additional Services or amendments to the scope of the Services may include increases in the Fees.
- 2.3. Performance of the Services. All Services to be provided by the Consultant will be performed with promptness and diligence. The Client will provide access to its information, property, and personnel as may be reasonably required to permit the Consultant to perform the Services and the Client agrees to reasonably comply with the Consultant's directions.

3. WORK PRODUCT AND CLIENT MATERIALS

- 3.1. Work Product.
 - 3.1.1. Unless previously approved in writing by the Consultant, the Client agrees that this Agreement, and the Services and Work Products provided under the Agreement, will not entitle the Client to receive any right, title or interest in, or any license, right of use, access, related Intellectual Property Rights of the Consultant by implication or otherwise.
 - 3.1.2. As between the Parties, the Consultant retains all right, title, and interest in and to the Work Product. Subject to timely payment of all Fees and compliance with this Agreement, the Consultant grants the Client a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use the Work Product solely for the Client's internal business purposes. This license is automatically suspended during any period in which any undisputed amount is overdue and will be reinstated upon full payment of such amount. The Consultant may withhold delivery of Work Product pending receipt of due and payable amounts.
 - 3.1.3. To the extent permitted by law, the Consultant's personnel waive and agree not to assert any moral rights in the Work Product to the extent necessary to permit the Client's internal use of the Work Product as permitted by this Section 3.1.

3.1.4. Except as expressly set out in this Agreement, no rights or licenses are granted by implication, estoppel, or otherwise, and all rights not expressly granted are reserved by the Consultant.

3.2. Client Materials. As between the Parties, the Client retains all right, title, and interest in and to the Client Materials, provided the Client grants the Consultant, a non-exclusive, irrevocable, transferable, sublicensable, worldwide, royalty-free license under its Intellectual Property Rights in and to the Client Materials to use the Client Materials to perform the Services and for the purposes set out in Section 8.3.

4. FEES AND BILLING

4.1. Payment of the Fee.

4.1.1. The Client will pay the Fee, expenses and applicable Taxes as such amounts are due and otherwise in accordance with the payment terms set out in the Order Form.

4.2. Taxes. All Fees and other amounts payable by the Client are exclusive of all Taxes. The Client is responsible for all Taxes arising in connection with the Services and any goods supplied by the Consultant, including sales, value added, use, excise, import, stamp, tariff, and similar Taxes, but excluding Taxes imposed on the Consultant's net income. If any deduction or withholding for Taxes is required by law from any payment to the Consultant, the Client shall increase the amount payable so that, after making all required deductions or withholdings (including, without limitation, deductions or withholdings applicable to additional sums payable under the Order Form and this Section 4) the Consultant receives the amount it would have received had no deductions or withholdings been made. The Client shall provide reasonable evidence of any required deduction or withholding and shall remit the deducted or withheld amount to the applicable taxation authority on a timely basis.

5. CLIENT REFERENCE PROGRAM

5.1. Client Reference. Client agrees to be identified as a customer of the Consultant and grants the Consultant 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. Client may reasonably withdraw consent as required by applicable law or regulatory guidance by giving written notice, in which case the Consultant will cease new public uses within a reasonable period. Nothing in this Section gives rise to any damages for compliance with a withdrawal.

6. NON-SOLICITATION

6.1. Non-Solicitation. During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement for any reason, the Client agrees that it will not:

- 6.1.1. directly or indirectly request or advise any customer or client of the Consultant to withdraw, curtail, or cancel any arrangements or agreements relating to the business of the Consultant;
- 6.1.2. directly or indirectly, solicit for employment or a business arrangement, hire, take away, or cause to be hired or taken away any employee of the Consultant, for the purposes of employment or other arrangement in any business related to or competitive with the business of the Consultant;
- 6.1.3. directly or indirectly, solicit business from any client or potential client of the Consultant; or
- 6.1.4. make any statement disparaging the Consultant, or any member, principal, officer, director, shareholder, stakeholder, employee, or agent thereof, to any party whatsoever.

For clarity, nothing in this Article 6 prohibits general advertising or solicitation not specifically targeted at any employee, contractor, customer, or prospective customer of the Consultant.

7. LIMITATION OF LIABILITY AND INDEMNITY

7.1. **THE CLIENT AGREES AND ACKNOWLEDGES THAT CONSULTANT IS NOT LIABLE FOR THE EFFECTIVENESS OF THE CONSULTANT'S SERVICES AND HAS NO LIABILITY ARISING AS A RESULT OF ERRORS IN**

JUDGMENT OR SIMILAR WITH RESPECT TO THE CONSULTANT'S SERVICES AND CONSULTANT DOES NOT GUARANTEE ANY PARTICULAR RESULTS.

- 7.2. **THE CONSULTANT IS NOT LIABLE FOR ANY DAMAGES, LOSSES, LIABILITIES, CLAIMS, COSTS (INCLUDING LEGAL COSTS AND REASONABLE STAFF COSTS), FINES AND PENALTIES WHICH ARE OF AN INDIRECT NATURE. THE CONSULTANT IS NOT LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION, LOSS OF EARNINGS, LOSS OF CONTRACT, COST OF CAPITAL, LOSS OF ANY USE OF ANY FACILITIES OR PROPERTY OPERATED OR OWNED BY ANY PARTY, AND ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER WHICH ARE IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP CONTEMPLATED BY THIS AGREEMENT, OR THE CONSULTANT'S SERVICES.**
- 7.3. **THE CONSULTANT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF: (A) THE AGGREGATE FEES ACTUALLY RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT; AND (B) \$10,000, IN EACH CASE FOR ALL CLAIMS IN THE AGGREGATE AND REGARDLESS OF THE FORM OF ACTION. ANY LIABILITY OF THE CONSULTANT WILL BE TREATED AS A REDUCTION IN FEES FOR THE PURPOSES OF APPLYING THIS CAP.**
- 7.4. **THE CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CONSULTANT AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND INTERNAL STAFF COSTS) ARISING OUT OF OR IN CONNECTION WITH: (A) THE CLIENT MATERIALS, 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) THE CLIENT'S INSTRUCTIONS OR SPECIFICATIONS; (C) THE CLIENT'S USE OF THE SERVICES OR WORK PRODUCT OTHER THAN AS EXPRESSLY PERMITTED BY THIS AGREEMENT; AND/OR (D) THE CLIENT'S BREACH OF THIS AGREEMENT.**
- 7.5. **SUBJECT TO ANY REMEDIES WHICH CANNOT BE EXCLUDED BY LAW, THE LIMITATIONS AND EXCLUSIONS IN THIS 7 ARE THE CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR MATTERS WITHIN THEIR SCOPE. THE CLIENT SHALL NOT SET-OFF OR WITHHOLD ANY AMOUNTS DUE TO THE CONSULTANT BASED ON ANY ACTUAL OR ALLEGED CLAIM.**

8. CONFIDENTIALITY AND RESTRICTION ON USE OF CLIENT MATERIALS

- 8.1. Confidentiality and Non-Use. Unless otherwise agreed in advance and in writing by the Disclosing Party, the Receiving Party will not, except as required by law or court order:
 - 8.1.1. use the Disclosing Party's Confidential Information other than in connection with, or as provided for in, this Agreement; or
 - 8.1.2. disclose the Disclosing Party's Confidential Information to any third party.If the Receiving Party is required by law, regulation, or court/administrative order to disclose any Confidential Information, it shall (to the extent legally permitted) give the Disclosing Party prompt written notice, reasonably cooperate (at the Disclosing Party's expense) to seek a protective order or other appropriate remedy, and disclose only that portion of Confidential Information legally required to be disclosed.
- 8.2. Obligation of Confidentiality. The Receiving Party's obligations under this Section 8 to protect Confidential Information and to hold such information in confidence will continue until five (5) years after the termination or expiration of the Agreement, provided that, for Confidential Information qualifying as a trade secret under applicable law, the obligations will continue for so long as such Confidential Information remains a trade secret.
- 8.3. Aggregated Data. Notwithstanding any other provision of this Agreement, the Consultant has the right to collect, retain and use the Client Materials to improve or develop the services it offers including to third parties, to carry out and improve its businesses, including service upgrades, product improvements, financial and operational performance and reporting, risk management, legal and regulatory compliance, and client service management. Without limiting the generality of the foregoing, the Consultant shall have the right to: (a) use any Aggregated Data for its internal business purposes to improve and enhance the Services and any services offered by the Consultant and for other development, machine learning, diagnostic and corrective purposes and for other purposes the Consultant may, in its sole discretion, choose; and (b) use, license, sell, disclose, create derivative works, and otherwise

commercially exploit the Aggregated Data, for any purpose the Consultant may, in its sole discretion, choose; provided that the Consultant's use of the Aggregated Data may not identify the Client or any of the Client's personnel.

- 8.4. Privacy Laws. The Consultant will endeavour to take the necessary steps to secure any Client Materials, in compliance with the relevant privacy and security of information laws. As between the Parties, any works, inventions, discoveries, data sets, derivative, and Intellectual Property Rights developed by the Consultant (solely or jointly with others) as a result of or with the use of the Client's Materials, including the Aggregated Data, are the sole property of the Consultant. The Client represents and warrants that it owns or otherwise has, and will maintain, all rights, licenses, consents, and permissions necessary to provide the Client Materials to the Consultant and to grant the rights and licenses hereunder, including all necessary notices and valid consents for any personal data contained therein, and shall indemnify and hold harmless the Consultant against any losses arising from breach of the foregoing.
- 8.5. Equitable Relief. In the event of any breach or threatened breach of this Agreement, including the actual or threatened disclosure or unauthorized use of Confidential Information, either Party may suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Each Party agrees that in the event of breach or threatened breach of the terms of this Agreement, the Disclosing Party is entitled to an injunction restraining the Receiving Party from committing any breach of this Agreement, specific performance, or other equitable relief. The Receiving Party waives any requirement for the securing or posting of any bond in connection with any such remedy.

9. INDEPENDENT CONTRACTOR

- 9.1. Independent Contractor. The Consultant expressly agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Parties. The Parties acknowledge and agree that they are not partners, joint venturers, or agents of each other. No Party has the power to bind the other Party or Parties in any manner whatsoever.
- 9.2. Non-Exclusive. The relationship between the Parties created by this Agreement is non-exclusive and allows each Party to engage in other activities with third parties.
- 9.3. No Conflict. The performance of services by the Consultant for third parties does not create a conflict of interest in respect of the Consultant's Services to the Client pursuant to this Agreement.

10. FORCE MAJEURE

- 10.1. Force Majeure. The Consultant will be excused from any delay or failure in performance required by this Agreement if caused by reason of any occurrence or contingency beyond its reasonable control, including acts of God, acts of war, fire, insurrection, strikes, lock-outs, or other serious labour disputes, riots, earthquakes, floods, health emergencies, explosions, or other acts of nature.

11. GENERAL

- 11.1. Termination. Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice of such termination to the other Party in the event of a material breach by the other Party. A material breach includes:
- 11.1.1. any material breach of the terms of Articles 3 (Work Product and Client Materials), 4 (Fees and Billing), 6 (Non-Solicitation), and 8 of these Terms of Service;
 - 11.1.2. any other material breach that a Party has failed to cure within thirty (30) calendar days after receipt of written notice from the other Party;
 - 11.1.3. an act of gross negligence or wilful misconduct of a Party;
 - 11.1.4. the insolvency, liquidation, or bankruptcy of a Party; and
 - 11.1.5. failure to pay any undisputed amount when due and failure to cure such non-payment within ten (10) Business Days after receipt of written notice.

- 11.2. Survival. Upon termination or expiry of this Agreement, the following provisions will survive such termination or expiry (including any provisions required to give effect thereto):
- 11.2.1. Articles 3 (Work Product and Client Materials), 5 (Client Reference Program), 6 (Non-Solicitation), 7 (Limitation of Liability and Indemnity), 8 (Confidentiality and Restriction on Use of Client Materials) and this Article 11(General);
 - 11.2.2. those legal obligations, rights, and duties as have accrued prior to termination or expiration including the Client's obligation to pay all Fees and reimbursable expenses accrued but unpaid; and
 - 11.2.3. as otherwise expressly provided in this Agreement.
- 11.3. Entire Agreement. This Agreement is the entire agreement and understanding between the Parties with regard to the Services, and supersedes all prior agreements, correspondence, and representations of any kind. If there is a conflict or inconsistency between any of the terms of the Agreement, including the Order Form and the Terms of Service, then the conflict or inconsistency will be resolved by giving those terms the following order of descending precedence: (a) the Terms of Service; and (b) the Order Form.
- 11.4. Headings. The headings in this Agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants contained in this Agreement.
- 11.5. Waiver. Any Party may waive performance of any condition in writing to the other Party, but such waiver of a condition will not be considered a waiver of that condition for succeeding performance.
- 11.6. Notices. Notices under this Agreement must be sent (i) if to the Client, to the current postal or email address set out on the Order Form; and (ii) if to the Consultant, 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:

- 11.6.1. if delivered by hand, at the time of delivery;
- 11.6.2. if sent by pre-paid courier, on the second Business Day after posting; and
- 11.6.3. 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.

- 11.7. Amendments. This Agreement may not be modified, altered, or amended except by an instrument in writing executed by the Parties. NOTWITHSTANDING THE PRECEDING SENTENCE, THE CONSULTANT MAY UNILATERALLY AMEND THESE TERMS OF SERVICE, IN WHOLE OR IN PART ("**AMENDMENT**") BY: (I) GIVING CUSTOMER NOTICE OF SUCH AMENDMENT; OR (II) POSTING NOTICE OF SUCH AMENDMENT ON THE CONSULTANT'S WEBSITE. UNLESS OTHERWISE INDICATED BY CONSULTANT, ANY SUCH AMENDMENT WILL BECOME EFFECTIVE AS OF THE DATE THE NOTICE OF SUCH AMENDMENT IS PROVIDED TO CUSTOMER OR IS POSTED ON THE CONSULTANT'S WEBSITE, WHICHEVER IS THE EARLIER.
- 11.8. Assignment. The Client may not assign any part or all of its interest in this Agreement without the Consultant's prior written agreement. The Consultant may assign this Agreement (in whole or part) to: (a) an affiliate; (b) any party substantially carrying on a business providing the Consultant's Services; or (c) in connection with a change of control or a sale of all or substantially all of its assets. Any permitted assignment shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- 11.9. Sub-Contracting. The Consultant may subcontract the performance of any Services, provided that the Consultant remains responsible for the acts and omissions of its subcontractors as if they were the Consultant's own.

- 11.10. Severability. If any provision of this Agreement is deemed to be invalid, void, or unenforceable by any court having jurisdiction, such determination will not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Agreement, and such other provision, agreement, or covenant will remain in full force and effect.
- 11.11. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the Parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta, in Calgary; provided that the Parties may seek equitable relief pursuant to Section 8.5 in any court of competent jurisdiction.
- 11.12. Informal Escalation. Except where a Party seeks urgent injunctive or equitable relief, the Parties shall first refer any dispute to a good faith discussion between an executive of each Party with authority to settle the dispute. If the dispute is not resolved within ten (10) Business Days of referral, either Party may pursue its remedies in accordance with this Agreement.

