SCHEDULE A

General Terms and Conditions

1   DEFINITIONS

The following terms have the following meanings:

1.1   "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, "control" means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

1.2   "**Authorized Users**" means Customer's or its Affiliates' employees, consultants, contractors, agents, suppliers, stakeholders or other third parties who are authorized by Customer or its Affiliates to access and use the Online Service and who have been supplied user identifications and passwords for such purpose.

1.3   "**Borealis Access Codes**" has the meaning set out in Section 2.7.

1.4   "**Borealis Parties**" has the meaning set out in Section 4.1.

1.5   "**Confidential Information**" means all confidential or proprietary information of a party (the "**Disclosing Party**") disclosed to the other party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the scope of this confidentiality undertaking, the parties acknowledge and agree that: (a) Customer Confidential Information includes the Customer Data; (b) Borealis Confidential Information includes the Online Service; and (c) Confidential Information of each party includes the terms and conditions of this MSA, pricing and other terms set out in Orders, as well as marketing plans, budgets, financial information, technology, technical information, methods, processes, techniques, designs, computer programs and other business information disclosed by such party.

1.6   "**Customer**" has the meaning set out in Section **Error! Reference source not found.** of the Main Document.

1.7   "**Customer Data**" means all data submitted, stored, posted, displayed, transmitted, or processed by Customer using the Online Service.

1.8   "**Disclosing Party**" has the meaning set out in Section 1.5.

1.9   "**Documentation**" means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Online Service provided or made available by Borealis to Customer in the applicable Borealis help center(s); provided, however, that Documentation specifically excludes any "community moderated" forums as provided or accessible through such knowledge base(s).

1.10   "**Effective Date**" means the last (or only) date of the signatures on the Main Document.

1.11   "**Feedback**" has the meaning set out in Section 4.1.

1.12   "**Force Majeure Event**" has the meaning set out in Section 10.11.

1.13   "**Main Document**" means the main document of this MSA, to which this Schedule is attached.

1.14   "**Online Service**" means the corporate social responsibility management software application hosted and provided in software-as-a-service form by Borealis, including: (a) all proprietary technology (software, hardware, algorithms, code, processes, user interfaces, know-how, techniques, templates, designs and other tangible or intangible technical material or information) of Borealis, its licensors and service providers used by Borealis to provide the Online Service, (b) system administration, system management, and system monitoring activities performed by Borealis in connection with the software applications made available by Borealis; (c) enhancements, updates and upgrades brought to the Online Service during the Subscription Term;

and (d) associated technical support and software maintenance Online Service, as may be applicable.

1.15 "**Order**" means the quote(s) issued by Borealis and accepted in writing by Customer, the purchase order issued by Customer in response to the quote(s) issued by Borealis or, in the absence of which, the invoice issued by Borealis to confirm and document the description, quantity and prices for the Online Service purchased by Customer pursuant to this MSA.

1.16 "**Receiving Party**" has the meaning set out in Section 1.5.

1.17 "**Subscription Term**" has the meaning set out in Section 9.1.

1.18 "**Taxes**" has the meaning set out in Section 3.6.

1.19 "**Third-Party Technologies**" means third-party software or online services that Customer wishes to integrate or interoperate with the Online Service. Examples of Third-Party Technologies include third-party single sign-on platforms, project management and enterprise resource planning (ERP) systems that interconnect with the Online Service through an application programming interface (API).

2 ONLINE SERVICE

2.1 **Provision of Online Service**. Borealis will make the purchased Online Service available to Customer pursuant to this MSA and the Order(s) and allow the Authorized Users to access and use the Online Service during the Subscription Term. Customer Affiliates may also purchase Online Service access rights in accordance with the terms of this MSA by executing one or more Orders referencing this MSA. Borealis may from time to time update the Online Service but agrees not to make any changes to the Online Service during the Subscription Term that would result in a material reduction of the performance, functionality, availability, or security of the Online Service. Customer may purchase additional Online Service, such as to allow additional users to use the Online Service, by executing additional Orders. The Subscription Term of such added Online Service will be coterminous with the then-current Subscription Term as set forth in the Order.

2.2 **Availability**. Subject to the terms and conditions set out in Schedule B, Borealis will host and operate the infrastructure to make the Online Service available to Customer with minimal downtime 24 hours a day, 7 days a week and deploy commercially reasonable efforts to achieve the monthly availability target set out in Schedule B.

2.3 **Support**. Borealis will provide support to Customer through email and telephone, in accordance with the target response and resolution times described in Schedule B. Support tickets can be initiated by email at helpdesk@boreal-is.com and by such other methods implemented by Borealis from time to time.

2.4 **Use of Customer Data**. Subject to this MSA, including Borealis' confidentiality obligations, Customer hereby allows Borealis to host and store the Customer Data and perform such acts with respect to the Customer Data but solely as may be necessary for Borealis to provide functionality of the Online Service to Customer.

2.5 **Data Security, Privacy and Personal Information Protection**. Borealis agrees to maintain administrative, physical, and technical safeguards for the protection of the confidentiality and integrity of Customer Data and will process personal information contained in the Customer Data in accordance with the provisions of Schedule C.

2.6 **Customer's Responsibilities**.

2.6.1 **Permitted Use; Restrictions**. Customer must not allow access to, or use of, the Online Service by anyone other than Authorized Users. Customer is responsible for its Authorized Users' compliance with this MSA, for its Authorized Users' use of the Online Service, and for ensuring that Authorized Users maintain the confidentiality of their access credentials. Customer agrees that it will not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit the Online Service or make the Online Service available to any third party, other than to Authorized Users or as otherwise contemplated by this MSA; (b) use the Online Service to collect, transmit or process any material that is infringing, obscene, threatening, libelous, or otherwise unlawful or tortious, including material that is harmful to children or violates third party

privacy rights; (c) use the Online Service to send, store, publish, post, upload or otherwise transmit any malware, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (d) interfere with or disrupt the integrity or performance of the Online Service; (e) attempt to gain unauthorized access to the Online Service or their related systems or networks; (f) use or knowingly permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Online Service; (g) access the Online Service for the purpose of building a similar or competitive product; (h) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Online Service or any part thereof or otherwise attempt to discover any source code or modify the Online Service.

2.6.2 **Customer Data**. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Customer Data within and, when requested by Customer, outside of the country in which Customer is located in conjunction with Borealis' provision of the Online Service (including providing adequate disclosures and obtaining legally sufficient consent from Customer's employees, agents, contractors, suppliers, projects stakeholders and other persons whose personal information is or will be stored and processed through the use of the Online Service). Customer must securely maintain records of all notices, consents, and authorizations provided to Data Subjects in connection with the use of the Online Service and, upon Borealis' reasonable request, make such records available solely for the purpose of confirming Customer's compliance with Applicable Privacy Laws and this Section.

2.7 **Third-Party Technologies**. At Customer's request (and provided such request falls within the functional capabilities of the Online Service), the Online Service may integrate or interoperate with Third-Party Technologies through application programming interfaces (APIs) calls. If Customer elects to use the Online Service with Third-Party Technologies, Customer agrees that this provides Borealis the right to export and import Customer Data to and from such Third-Party Technologies for purposes of delivering the Online Service purchased by Customer. Customer understands and agrees that, when used with Third-Party Technologies, the availability of the Online Service, or certain features and functions of the Online Service, are dependent on the corresponding availability of Third-Party Technologies or specific features and functions of Third-Party Technologies; in such a case, Borealis will not be liable to Customer or any third party if changes in Third-Party Technologies cause the unavailability of the Online Service or any feature or function of the Online Service. To the extent that Borealis requires authorizations, passwords, or other user credentials to a Third-Party Technology ("**Borealis Access Codes**") to retrieve Customer Data or to enable interoperability with the Online Service, Customer will promptly provide such Borealis Access Codes. Borealis will not share, reassign, divulge, or disclose any Borealis Access Codes except to Borealis employees or authorized contractors specifically engaged in the performance of the Online Service. Borealis Access Codes constitute Customer's Confidential Information under this MSA.

2.8 **Service Providers' Certifications**. Most datacenters facilities used by Borealis conduct Service Organization Control SOC 1 and SOC 2 compliance audits. While third party SOC1/SOC2 compliance audit reports of its datacenter facilities providers are confidential, Borealis normally receives summary versions of such reports for confidential communication to its customers. Borealis itself is ISO/IEC 27001:2022 certified, demonstrating its commitment to implementing and maintaining an internationally recognized information security management system.

3 FEES AND PAYMENT TERMS

3.1 **Fees**. Customer agrees to pay the fees specified in all Orders by wire transfer. Customer agrees to pay Borealis in the currency specified on the Order. Except as otherwise specified in this MSA or in an Order, (i) fees are based on the Online Service purchased, regardless of usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the quantities of Online

Service purchased by Customer cannot be decreased during the relevant Subscription Term on the Order. All amounts payable under this MSA will be paid without setoff or counterclaim, and without any deduction or withholding.

3.2 **Invoices and Payment**. All Online Service fees will be invoiced in advance and in accordance with the applicable Order. Except as otherwise set forth in the applicable Order, Customer agrees to pay all invoiced amounts upon receipt of invoice. The first scheduled payment of a new subscription's opening invoice must be received by Borealis prior to any professional services being rendered by Borealis and before Customer and its Authorized Users are granted access to and permitted use of the Online Service. Invoices for Subscription Term renewals must be paid by Customer prior to the commencement of each Subscription Term renewal.

3.3 **Overdue Charges**. If Borealis does not receive fees by the due date, then at Borealis' discretion, (i) such charges may accrue late interest at the rate of 15% per annum, calculated on a monthly basis on the outstanding balance, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; and (ii) Borealis may condition future Online Service purchases and Orders on payment terms shorter than those specified in Section 3.2.

3.4 **Suspension of Service**. If any amounts owed by Customer for the Online Service are thirty (30) or more days overdue, Borealis may, without limiting Borealis' other rights and remedies, suspend Customer's and its Authorized Users' access to the Online Service until such amounts are paid in full.

3.5 **Payment Disputes**. Borealis agrees that it will not exercise its rights under Section 3.3 or 3.4 if the applicable charges are under reasonable and good-faith dispute and Customer is cooperating diligently to resolve the dispute.

3.6 **Taxes**. The amount of all fees specified in an Order does not include applicable taxes, assessments, tariffs, duties, or other fees (collectively, "**Taxes**"). Customer is solely responsible for the payment of all such applicable Taxes, except for taxes on Borealis' income. If Borealis is legally required to collect from Customer

and remit Taxes related to Customer's use of the Online Service hereunder, Customer agrees to promptly reimburse Borealis for any amounts paid by Borealis.

3.7 **Fees Increase**. Unless otherwise set out in an Order, Borealis may increase the fees it charges Customer annually on January 1. Such increase, if any, will not be for more than the greater of: (i) the year-on-year increase of the Consumer Price Index for Province of Québec (All-items) published by Statistics Canada and (ii) 2.5% over the previous year's rates.

4 PROPRIETARY RIGHTS

4.1 **Online Service**. Borealis, its licensors and service providers (together the "**Borealis Parties**") own all right, title, and interest in and to the Online Service, including all related intellectual property rights. Borealis reserves all rights not expressly granted to Customer under this MSA. Neither Customer nor any Authorized User will delete or in any manner alter the copyright, trademark, and other proprietary notices of Borealis appearing on the Online Service or any portion thereof. Additionally, Borealis can freely and without compensation use suggestions, enhancement requests, recommendations or other feedback provided by Customer and its Authorized Users relating to the Online Service ("**Feedback**"), and Customer hereby grants Borealis an irrevocable, worldwide, royalty-free right to use or implement all Feedback (or any portion of it), including all intellectual property rights associated with it. The Customer hereby irrevocably waives, in favour of Borealis and its successors and assigns, any and all moral rights the Customer may have in any work product, deliverables, documentation, software, or other materials created under this Agreement, to the fullest extent permitted by applicable law.

4.2 **Customer Data**. As between Borealis and Customer, Customer is the exclusive owner of all right, title, and interest in and to the Customer Data. Customer Data is deemed Confidential Information of Customer under this MSA.

4.3 **Statistical Information**. Borealis may monitor Customer's use of the Online Service and use data related to Customer's use in an aggregate and anonymous manner, including to compile statistical and performance information related to

the provision and operation of the Online Service or to support benchmarking or other similar current or future features of the Online Service. Customer agrees that Borealis may make such information publicly available, provided that such information does not incorporate any Customer Data and/or identify Customer or its Confidential Information. Borealis is the owner and retains all intellectual property rights in such statistical and performance information.

4.4 **Data Capture and Use**. Customer agrees that Borealis may capture, process, and use information derived from interactions and communications with the Customer, including but not limited to meetings, support requests, and data exchanges, for the purposes of improving and enhancing Borealis' products, services, and operations; providing customer support and managing service delivery; and generating insights for internal analysis, development, and business decision-making. Borealis will handle all captured information as Confidential Information, subject to the protections and obligations outlined in this MSA, including compliance with Borealis' Privacy Policy, Security Policy, and applicable data protection laws.

5 CONFIDENTIALITY

5.1 **Treatment of Confidential Information**. The Receiving Party must: (a) use the same degree of care to protect the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information (but in no event less than reasonable care); and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this MSA, except with the Disclosing Party's permission.

5.2 **Exceptions**. Confidential Information does not include information that: (i) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (ii) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party; (iii) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party; or (iv) is independently developed

by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

5.3 **Compelled Disclosure**. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by applicable law, regulation, or legal process. Unless such compelled disclosure is to enforce the provisions of this MSA, the Receiving Party must, however: (i) provide the Disclosing Party with prompt written notice of the requirement to disclose, (ii) provide the Disclosing Party with reasonable assistance in the event the Disclosing Party wishes to oppose or contest such disclosure, and (iii) limit its disclosure to what is strictly required by law, regulation, or legal process.

5.4 **Injunctive Relief**. The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief.

6 WARRANTIES; DISCLAIMERS

6.1 **Warranties**. Each party warrants that it has the legal authority to enter into this MSA. Borealis warrants to Customer that the Online Service will (i) materially conform with the relevant Documentation and (ii) not infringe the copyrights or patents of third parties.

6.2 **Disclaimers**. Except as expressly set forth in Section 6.1, the Borealis parties make no warranties of any kind, whether express, implied, statutory or otherwise in connection with this MSA or the Online Service. Without limiting the foregoing, except as expressly set out in Section 6.1, and to the maximum extent permitted by applicable law, the Borealis parties expressly disclaim all implied warranties including any warranties of merchantability or fitness for a particular purpose. The Borealis parties do not represent or warrant that: (a) the use of the Online Service will be timely, uninterrupted or operate in combination with any other hardware, software, system, or data; (b) the Online Service will meet customer's requirements or expectations; or (c) the Online Service will be error-free or that all errors or defects in the online service will be corrected. The Online Service may be subject to limitations, delays,

and other problems inherent in the use of the internet and electronic communications. The Borealis parties are not responsible for any delays, delivery failures, or other damages resulting from such problems.

7 INDEMNIFICATION

7.1 **Indemnification by Borealis**. Borealis, at its expense, will defend and pay any settlement amounts and damages, costs, and expenses (including reasonable attorneys' fees) awarded by a court of final jurisdiction arising out of any third-party claim, suit or proceeding alleging that Customer's use of the Online Service in accordance with this MSA infringes a third party's copyright or patent issued as of the Effective Date. The foregoing obligations do not apply with respect to a claim of infringement if such claim arises out of (i) Customer's use of infringing Customer Data (ii) use of the Online Service in combination with any software, hardware, network or system not supplied by Borealis where the alleged infringement relates to such combination, (iii) any modification or alteration of the Online Service other than by Borealis, (iv) Customer's continued use of the Online Service after Borealis notifies Customer to discontinue use because of an infringement claim, or (v) Customer's violation of applicable law. If any claim which Borealis is obligated to defend has occurred, or in Borealis' determination is likely to occur, Borealis may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the allegedly infringing item, (b) substitute a functionally equivalent, non-infringing replacement for such item, (c) modify such item to make it non-infringing and functionally equivalent, or (d) terminate this MSA and refund to Customer any prepaid amounts attributable to the period of time between the date Customer was unable to use the Online Service due to such claim and the remaining days in the then-current Subscription Term.

7.2 **Indemnification by Customer**. Customer, at its expense, will defend and pay any settlement amounts or damages awarded by a court of final jurisdiction arising out of any third party claim, suit or proceeding (i) alleging that the Customer Data infringes any data or privacy protection law, trade secret, trademark, copyright, or patent issued as of

the Effective Date; or (ii) arising from occurrence of the conditions set forth in Section 7.1(i)-(v) above.

7.3 **Conditions**. The parties' obligations under this Section 7 are contingent upon the indemnified party (i) giving prompt written notice to the indemnifying party of any claim under this Section, (ii) giving the indemnifying party sole control of the defense or settlement of the claim, and (iii) cooperating in the investigation and defense of such claim(s). The indemnifying party must not settle or consent to judgment in any such claim that adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party. The rights and remedies set forth in this Section 7 are the sole obligations of the indemnifying party and exclusive remedies available to the indemnified party in the event of an applicable third-party claim.

8 LIMITATION OF LIABILITY

8.1 **Limitation of Liability**. Except as set forth in Section 8.3 below, in no event will either party's liability arising out of or related to this MSA, whether pursuant to contractual or extracontractual liability, tort or under any other theory of liability, exceed the amount paid to Borealis by Customer in the twelve (12) months preceding the incident giving rise to such liability. The foregoing does not limit Customer's payment obligations under Section 3.

8.2 **Exclusion of Indirect, Consequential and Other Related Damages**. Except as set out in Section 8.3 below, in no event will either party be liable to the other party for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with the Online Service and/or this MSA, including but not limited to the use or inability to use the Online Service, or for any content obtained from or through the Online Service, any interruption, inaccuracy, error or omission, regardless of cause, even if Borealis and/or its licensors have been previously advised of the possibility of such damages or could have reasonably foreseen them.

8.3 **Exceptions**. The limitations and exclusions of Sections 8.1 and 8.2 above do not apply to any

liability resulting from a party's indemnification obligations or breach of confidentiality.

9 TERM AND TERMINATION

9.1 **Term of Subscriptions to Online Service**. This MSA commences as of the Effective Date and remains in force until the expiration or termination of the last Order then in force. Customer's right to use the Online Service begins on the start date specified in the Order and continues for the period set out therein, which cannot be less than 1 year (each a "**Subscription Term**"). At the expiration of the Subscription Term, each Order will automatically renew for successive additional periods of one (1) year each (each such renewal period will also be referred to as the Subscription Term) unless either party notifies the other of its intention not to renew such Order at least 60 days before the expiration of the Subscription Term.

9.2 **Termination for Cause**. This MSA and applicable Orders may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this MSA and does not cure such breach prior to the end of such thirty (30) day period, (ii) effective immediately and without notice if the other party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment permitted hereunder. Borealis may temporarily cease performance of its obligations during any Customer cure period.

9.3 **Termination for Convenience**. This MSA and applicable Orders may be terminated for convenience by Customer by transmitting a 30-day termination notice to Borealis. Any prepaid fees corresponding to the then-remaining portion of the Subscription Term will be refunded by Borealis (except for any setup, onboarding, training, etc. fees, which are not reimbursable in any circumstances).

9.4 **Retrieval of Customer Data**. In the event of termination or expiration of the Subscription Term under an Order and provided no amount is then owed to Borealis by Customer, upon Customer's request made within 30 days after the effective date of applicable termination or expiration, Borealis will make Customer Data available for download by Customer in CSV or PDF formats. After such 30-day period, Borealis will have no obligation to maintain or provide any Customer Data and will thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

9.5 **Survival**. Except to the extent expressly provided to the contrary herein, Sections 4 through 10 will survive the termination of this MSA.

10 GENERAL

10.1 **Anti-Corruption**. Both parties warrant that each will not, directly or indirectly, and that each has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of each party, or any other party in a manner contrary to applicable laws (including the Canadian *Corruption of Foreign Public Officials Act* (CFPOA), the U.S. *Foreign Corrupt Practices Act* 1977, the UK *Bribery Act* 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and will comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the MSA will render either party liable to reimburse the other for any such consideration given or promised.

10.2 **Relationship**. Borealis and Customer are independent contractors, and this MSA does not create a partnership, joint venture, employment, or agency relationship between the parties. This is a non-exclusive arrangement.

10.3 **Entire Understanding; Modifications**. This MSA, including all Orders, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, oral or written, regarding the subject matter covered by this MSA. To the extent of any conflict or inconsistency between the provisions of this MSA and any Order, the terms of this MSA will prevail unless the parties clearly indicate their intent to supersede the terms of this MSA. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or in any other ordering documentation will be incorporated into or form any part of this MSA, and all such terms or conditions will be null and void.

10.4   **Waiver**. No waiver of any breach of this MSA, and no course of dealing between the parties, will be construed as a waiver of any subsequent breach of this MSA.

10.5   **Severability**. If any provision of this MSA is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be modified and interpreted by the court so as best to accomplish the intent of the original provision. The invalidity or unenforceability of any provision will not affect any of the other provisions of this MSA.

10.6   **Governing Law and Venue**. This MSA will be governed by and construed under the laws in force within the Province of Quebec, Canada, excluding its conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this MSA. The courts located in Montreal, Province of Quebec, Canada will have exclusive jurisdiction to adjudicate any dispute relating to this MSA. Each party hereby irrevocably consents to the exclusive jurisdiction of such courts.

10.7   **Publicity**. Borealis may reference and use Customer's name and trademarks and may disclose the nature of the Online Service provided hereunder in Borealis business development and marketing efforts, including without limitation its web site.

10.8   **Assignment**. Customer may not assign this MSA, or Orders to any third party without the prior written consent of Borealis, such consent not to be unreasonably withheld. Any purported assignment in violation of this Section shall be void. This MSA binds and benefits the parties, their respective successors and permitted assigns. There are no third-party beneficiaries to this MSA.

10.9   **Notices**. Borealis may give notice to Customer by means of electronic mail to Customer's e-mail address on record in Borealis' account information, or by written communication sent by postal mail or nationally recognized overnight delivery service to Customer's address on record in Borealis' account information. Customer may give notice to Borealis by electronic mail or by written communication sent by postal mail or nationally recognized overnight delivery service addressed to Boreal – Information Strategies 2014 Inc., 107 Main Street West, Office 250, Magog, Qc J1X 2A6, Attention: Legal Department. Notice will be deemed to have been given upon receipt or, if earlier, two (2) business days after mailing, as applicable.

10.10   **Local Laws and Export Control**. Each party will comply with applicable export laws and regulations in providing and using the Online Service. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Customer must not permit Authorized Users to access or use Online Service in violation of any U.S. export embargo, prohibition, or restriction.

10.11   **Force Majeure**. Except for performance of a payment obligation, no party will be liable under this MSA for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to a cause beyond a party's reasonable control (a "**Force Majeure Event**"). If the Force Majeure Event continues for more than thirty (30) calendar days, then either party may terminate the MSA for convenience upon written notice to the other party.

SCHEDULE B

Service Levels

1   SERVICE LEVELS

1.1   **Help Desk Response and Resolution Times**.

Help desk response time and resolution of problems will be measured for service calls (telephone or email) placed by Customer to Borealis' help desk each calendar month. Borealis' response time to service calls to the help desk will be measured as the time between the reception of a call or email and the acknowledgement of its reception by Borealis during regular business hours (Monday to Friday, 9am to 5pm: Eastern Time – GMT-4(-5) / Sydney, NSW, Australia – GMT+10(+11) / Paris, France – GMT+1(+2)). Borealis' resolution time of problems reported in a service call will be measured as the time between the acknowledgement of the reception of the service call by Borealis and the implementation by Borealis of a fix or workaround for the problem reported. The Service Level for response and resolution times to technical problems are the following:

Severity	Target Response Time	Target Resolution Time
Priority 1	1 hour	24 hours
Priority 2	8 business hours	3 Business Days
Priority 3	8 business hours	Next release +1
Priority 4	8 business hours	Subject to analysis

Irrespective of the above priority levels and their descriptions below, should Customer experience a full system outage or other event whereby the Online Service is inaccessible for reasons confirmed to be associated with the Online Service, Customer may contact Borealis by phone, using the On-Call Emergency phone number. The call will be answered by a voicemail on which Customer will be asked to leave their contact's name, phone number, email address and appropriate details about the emergency to allow the system administrators to prioritize the resolution of the outage. Customer will receive an update by email on the resolution and/or the next steps from our system administrators in the next 60 minutes. If no contact information is provided on the voicemail, Borealis will send an update by email to the identified superusers in Borealis application.

Team	Contact
On-Call Emergency	+1 819-481-1369 ext.: 136195 pin: 5987 Support.now@boreal-is.com
Customer Success	helpdesk@boreal-is.com +1-819-481-1371

For the purposes of this Section, the priority levels and corresponding description referred to in the table above have the following meanings:

Priority 1 (P1):

- A problem with the infrastructure in a production environment that renders the environment inoperative; e.g., critical system impact, system down;

- A problem with a direct security impact on the Online Service;

- A reported error in the production environment that cannot be reasonably circumvented and in which comprises an emergency condition that significantly restricts the use of the Online Service to perform necessary business functions; or inability to use the Online Service or a critical impact on operation requiring an immediate solution.

Priority 2 (P2):

- An error isolated to the infrastructure that substantially degrades the performance of the Online Service or materially restricts business; e.g., major system impact, temporary system hanging;

- A reported error in the production environment, which restricts the use of one or more features to perform necessary business functions but does not completely restrict use; or ability to use while an important function is not available, and operation is severely impacted.

Priority 3 (P3)

- An error isolated to the infrastructure that causes only a moderate impact on the use of the Online Service; e.g., moderate system impact, performance/operational impact;

- A reported error in the production environment that restricts the use of one or more features of the Online Service to perform necessary business functions, although the error can be circumvented.

- An error that can cause some functional restrictions, but it does not have a critical or severe impact on operation.

Priority 4 (P4)

- A reported anomaly in the production environment that does not substantially restrict the use of one or more features of the Online Service to perform necessary business functions; this is a minor problem and is not significant to operation.

- An anomaly applying specifically to servers, storage internal network or facility, exclusive of application specific failures, that may be easily circumvented or may need to be submitted to Borealis.

Issue Escalation. In the event Borealis fails to meet a response or resolution time set forth above or fails to meet the Availability Target for 2 consecutive months, Customer may escalate the issue to the relationship managers identified below and thereafter to the senior management identified below:

- 1st escalation step: Account director;

- 2nd escalation step: Patrick Grégoire
  President
  patrick.gregoire@boreal-is.com

Borealis will promptly respond to any Issue Escalation raised by Customer and use good faith efforts to promptly resolve any issues raised by Customer. If Customer and Borealis are unable to resolve such issues

to the satisfaction of the Customer, acting reasonably, Customer may terminate the MSA with no liability by providing Borealis with a seven (7) days notice.

1.2   **Availability**. Borealis will make the Online Service available at least 99.5% of the time ("**Availability Target**"), except as provided below. Availability will be calculated per calendar month, as follows:

$$\frac{(Total - Downtime)}{Total} * 100 \geq Availability\ Target$$

Where:

- "**Total**": means the total number of minutes in the calendar month minus the number of minutes of Excluded downtime during such month;

- "**Excluded**" means:

  - Any planned downtime; Borealis will use commercially reasonable efforts to schedule all planned downtime during 12 AM to 8 AM on Saturdays or Sundays (in the relevant datacenter's time zone), except downtime for major service releases, which Borealis will use commercially reasonable efforts to schedule during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday; and

  - Any unavailability caused by a problem with a Third Party Offering or a Force Majeure Event, including, without limitation, strikes or other labor problems (other than those involving Borealis employees), delays caused by failures of hardware, software or network assets outside of Borealis' infrastructure, or denial-of-service or other similar attacks out of Borealis' control.

- "**Downtime**": means downtime that is not Excluded.

1.3   **Service Levels Exclusions**. The service levels set out in this Schedule B do not apply to any performance or availability issues:

(a) Due to factors outside of Borealis' reasonable control;

(b) That resulted from Customer's or third-party hardware or software;

(c) That resulted from actions or inactions of Customer or third parties;

(d) Caused by Customer's use of the Online Service after Borealis advised Customer to modify its use of the Online Service, if Customer did not modify its use as advised; or

(e) Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Online Service by means of Customer's Authorized Users' accounts or equipment.

SCHEDULE C

Privacy and Personal Information Protection

Under this Schedule and applicable laws regulating the Processing of Personal Information ("**Applicable Privacy Laws**"), Customer is the data controller and Borealis is the data processor.

Customer and Borealis warrant that they will comply with all obligations under Applicable Privacy Laws in connection with the Processing of Personal Information that is collected by or disclosed to it under the MSA.

1. DEFINITIONS

The terms "**Personal Information**", "**Process**" and "**Processing**" have the meaning under Applicable Privacy Laws, and "**Customer Personal Information**" means Personal Information disclosed to Borealis by Customer, including all Personal Information about or concerning users and stakeholders with which Customer engages through its usage of the Online Service.

Unless otherwise specifically provided, all terms with a capital letter have the same meaning than under the MSA. If a term is not defined, it will have the meaning given under Applicable Privacy Laws.

- Subject matter and Purpose of the processing: Stakeholder engagement and grievances management in connection with Customer's operations or development projects.

- Duration of the processing: During the Subscription Term.

- Type of Personal Information processed: Personal coordinates (name, physical and email addresses, phone number, etc.) of data subjects.

- Categories of data subject: third party stakeholders.

2. DATA PROCESSING OBLIGATIONS

Borealis agrees that, in relation to Customer Personal Information, it must (a) only Process it for the purposes of providing the functionality of the Online Service to Customer; (b) not disclose Customer Personal Information to any other person without Customer's prior written consent, unless the disclosure is required by applicable law (and Borealis immediately notifies Customer, unless such notification is prohibited by that law); (c) take appropriate action to ensure any Borealis personnel who Process Customer Personal Information understand and comply with the Borealis' privacy and confidentiality obligations under the MSA and this Schedule; (d) upon request, provide all reasonable assistance to Customer to facilitate the exercise of rights of Data Subjects; (e) provide information reasonably required by Customer to meet its obligations under Applicable Privacy Laws and to demonstrate compliance with this Schedule; and (f) promptly notify Customer as soon as it has received a complaint from any individual regarding the way his or her Personal Information has been processed and cooperate when Customer is investigating any claim related to individual complaints.

3. PERSONAL INFORMATION TRANSFERS

Borealis must not transfer Customer Personal Information outside of the country where it is hosted as of the Effective Date, unless approved in writing by Customer.

4.   INFORMATION SECURITY AND BREACH NOTIFICATION

4.1.   Borealis has implemented and agrees to maintain during the Subscription Term appropriate, technical and organisational measures to secure Customer Personal Information, having regard to the risk of accidental or unauthorised access, loss, destruction, misuse, modification, disclosure or damage to Personal Information. Borealis itself is ISO/IEC 27001:2022 certified, demonstrating its commitment to implementing and maintaining an internationally recognized information security management system.

4.2.   If Borealis has knowledge of any (i) accidental loss or destruction of, or unauthorised disclosure of or access to Customer Personal Information; or (ii) data security breach on any of the systems used in the provision of the Online Service, Borealis must (A) expeditiously report such incident to Customer; (B) mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to Borealis or its subcontractors; (C) cooperate with Customer in providing any notices to affected individuals regarding the incident, as directed by Customer; and (D) cooperate with any investigation into the incident that is subsequently undertaken by any data privacy authority, in consultation with Customer.

5.   COMPLIANCE

Borealis will provide Customer (and its auditors and other advisers) with all reasonable co-operation and assistance in relation to any compliance request pursuant to this Schedule, including as a result of a request by any regulatory body.

Customer agrees that Borealis may, no more than once annually and upon fifteen (15) days' prior written notice, request documentation reasonably necessary to confirm that Customer has provided the notices and obtained the consents required under Applicable Privacy Laws for the Processing of Customer Personal Information. Such review will be limited to documentation and will not involve direct access to Customer systems.

6.   SUB-CONTRACTORS

In the event Borealis wishes to delegate the Processing of Customer Data to a sub-contractor or change a previously appointed sub-contractor, Borealis will provide a notice of such appointment or change in appointment to Customer. All sub-contractors retained by Borealis and having access to unencrypted Customer Personal Information will be retained pursuant to written agreements providing terms and obligations equivalent to that of this Schedule and the relevant portions of the MSA.