



Construction Safety Software That Does It All

CORFIX TERMS OF SERVICE

August 7, 2026

Welcome, and thank you for choosing the Corfix Inc. ("**Corfix**") as your partner for workplace safety and compliance.

Corfix is a software platform that has been purpose-built for the construction industry with tools for tradespeople built by tradespeople. The Corfix platform helps companies digitize field operations, manage compliance, and streamline job-site workflows. With Corfix, customers can manage worker certifications, create custom compliance forms, and automate timekeeping - all while staying connected to your contractors, sub-contractors, and employees in real time across teams and worksites.

This Agreement governs your access to and use of the Corfix platform and associated services which are made available at www.corfix.com, through mobile applications, and as a cloud-based software-as-a-service offering. This Agreement outlines your rights and responsibilities, including how you may use the Corfix software and content, and how we handle customer data and support, updates, platform assets like compliance templates, and third-party integrations and applications.

By using Corfix products, or by accepting an order form that references these terms of service, you agree to these terms of service. If, after reading these terms of service, you do not accept or agree to the terms and conditions then you shall not be granted access to the Corfix platform. If you are an agent or employee of Customer, then you hereby represent and warrant that: (a) you have the authority to bind Customer to this agreement, and (b) you have the full power, corporate or otherwise, to enter into this agreement and perform its obligations. You further agree to make all Users aware of, and ensure that all Users agree to, and comply with this Agreement.

Our goal is to provide a powerful, flexible tool that simplifies compliance, improves transparency, and helps your team work smarter in the field. If you have any questions about the Corfix platform or this license Agreement please let us know (<https://www.corfix.com/contact-us>).

1. DEFINITIONS

"Agreement" means these terms of service, the Privacy Policy, and the Order Form.

"Customer" means the account name found on the applicable Order Form.

"Customer Data" means the data submitted by or for Customer to the Services or collected and processed by or for Customer using the Services, including the data of and personal information belonging to Customer's Users.

"Customer Platform Assets" means any integrations, connectors, automation workflows, recipes, templates, custom dashboards, compliance forms, scripts, or other configurations, content, or digital assets created, designed, uploaded, or deployed by Customer or its Users within or in connection with the Services.

"Corfix Platform Assets" means any integrations, connectors, automation workflows, recipes, templates, custom dashboards, compliance forms, scripts, or other configurations, content, or digital assets created, designed and made available by Corfix.

"Data Protection Laws" means all applicable laws, regulations, and binding guidance relating to privacy, data protection, or the processing of personal information, including without limitation: (a) in Canada, the Personal Information Protection and Electronic Documents Act ("PIPEDA"), the Canadian Anti-Spam Legislation ("CASL"), Quebec's Act respecting the protection of personal information in the private sector ("Law 25"), and other applicable provincial privacy statutes; and (b) in the United States, applicable state comprehensive privacy laws (including the California Consumer Privacy Act as amended by the California Privacy Rights Act) and applicable state biometric privacy laws (including the Illinois Biometric Information Privacy Act), in each case as amended, superseded, or replaced from time to time, and in each case only to the extent applicable to the Processing of Personal Information under this Agreement.



Construction Safety Software That Does It All

“Documentation” means the written or electronic documentation, including user manuals, reference materials, installation manuals, and/or release notes, if any, that Corfix generally makes available to subscribers to the Services or Users, as the case may be.

“Fees” means the fees payable by Customer for the Subscription as set out in the Order Form.

“Initial Term” means the initial period of time for a Subscription as defined by the start date and renewal date for each Service listed on the applicable Order Form.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and trojan horses.

“Order Form” means a written document executed by Corfix and Customer in respect to Customer’s purchases of the Services from Corfix and where such Services are specified on the Order Form.

“Personal Information” means any information relating to an identified or identifiable natural person as defined under applicable Data Protection Laws.

“Privacy Policy” means the Corfix privacy policy located at <https://www.corfix.com/legal/privacy/>.

“Processing” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Renewal Term” means any twelve (12) month renewal period for a Subscription following the Initial Term of the applicable Order Form.

“Services” means the cloud-based hosted management software offering provided by Corfix, including, but not limited to, asset management, certification management, worker management, forms, timekeeping, access to Corfix Platform Assets, and integrations with Service Provider products, in each case for which Customer is granted rights of access and use under this Agreement and any applicable Order Form or purchase flow.

“Service Provider” means any third-party technology provider or platform, including without limitation providers of software, APIs, cloud infrastructure, workflow automation, or data services, engaged by Corfix to support or enable the delivery, operation, or functionality of the Corfix Services. Service Providers include, but are not limited to, Workato.

“Subscription” means the right granted by Corfix to Customer to access and use the Services in accordance with these Terms of Service and the applicable Order Form, for the Subscription Term specified in the applicable Order Form.

“Subscription Term” means the period of time that Customer is authorized by Corfix to access and use the Services including the Initial Term and any subsequent Renewal Term(s) for each applicable Order Form.

“Third-Party Applications” means software, applications, APIs, services, or content developed by third parties that may be accessed or integrated with the Services, including via connectors or integrations made available by Corfix. Third-Party Applications may require a separate subscription or license directly from the applicable third-party provider. Corfix does not provide, resell, or assume responsibility for licensing or support of Third-Party Applications, and Customer is solely responsible for complying with the applicable third-party terms and policies.

“User” means an employee or contractor of Customer to whom Customer (or Corfix at Customer’s request) has supplied a user identification and password.

2. THE SERVICES

2.1. Right to Use. Subject to the terms and conditions of this Agreement (including the applicable Order Form) and payment of the applicable Fees, Corfix hereby grants to Customer a non-transferable, non-sublicensable, non-exclusive, revocable right to access and use (and to



Construction Safety Software That Does It All

permit Users to access and use) the Services and Documentation during the Subscription Term solely for Customer's internal business purposes and in accordance with this Agreement.

- 2.2. End User License Agreement.** Customer is responsible for compliance with these Terms of Service by all Users and each User will be required to accept and agree to a separate End User License Agreement available at <https://corfix.com/legal/eula/> ("EULA") as a condition of accessing or using the Services. The EULA governs the User's individual use of the Services and does not alter Customer's obligations under these Terms of Service. In the event of any conflict between the EULA and these Terms of Service, these Terms of Service shall prevail.
- 2.3. Reservation of Rights.** Subject to the limited rights expressly granted to Customer by this Agreement, Corfix, and its licensors including Service Providers, own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights), in and to the Services including any copies, corrections, bug fixes, enhancements, modifications or new versions. Customer shall keep the Services free and clear of all liens, encumbrances or security interests.
- 2.4. Restrictions.** Customer shall not (and shall not allow Users or any third-party to): (a) possess, download or copy the Services or any part of the Services, including but not limited to any component which comprises the Services, but not including any output from the Services; (b) knowingly interfere with Services including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing the Services; (c) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services, except to the extent that enforcement is prohibited by applicable law; (d) circumvent any timing restrictions that are built into the Services; (e) sell, rent, lend, transfer, distribute, license, or grant any rights in the Services in any form to any person without the written consent of Corfix; (f) remove any proprietary notices, labels, or marks from the Services; (g) create any "links" to or "frame" or "mirror" of the Services or any portion thereof; or (h) use the Services to create, collect, transmit, store, use or process any Customer Data that: (i) Customer does not have the lawful right to create, collect, transmit, store, use or process, or (ii) violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third-party (including any moral right, privacy right or right of publicity).
- 2.5. Aggregated Data.** In using the Services, Customer hereby grants to Corfix the right to de-identify and aggregate Customer Data and usage information in accordance with this Section 2.5 ("Anonymous Data"). Corfix shall ensure that any de-identification or aggregation process applied to produce Anonymous Data meets the standard required under applicable Data Protection Laws such that there is no serious possibility, in the circumstances, that an individual could be identified, directly or indirectly, through the use of that information alone or in combination with other reasonably available information. Notwithstanding the foregoing, Corfix shall not disclose, sell, license, or publish to any third party any Anonymous Data derived from GPS location data collected pursuant to Section 5.9 (GPS Tracking) or biometric identifiers or biometric information collected pursuant to Section 5.10 (Photo Capture), unless such data has been aggregated to a level representing no fewer than twenty-five (25) distinct individuals or work crews per reported data point, with any direct geographic identifier generalized to no finer than a postal code level. Subject to the foregoing, Customer agrees that Corfix: (a) has full ownership over Anonymous Data; (b) has full license to create derivative works and extract information from Anonymous Data; (c) has full license to combine Anonymous Data with other information and services; (d) has the right to use the Anonymous Data to further Corfix's business; and (e) may disclose, sell, and publish the Anonymous Data to any party through any means. Corfix is prohibited from disclosing Customer Data and usage information to any party except in accordance with this Section 2.5, the Privacy Policy, or Customer's express consent.



Construction Safety Software That Does It All

- 2.6. Third-Party Applications, Websites and Content.** Customer is solely responsible for obtaining all necessary rights, licenses, and consents for its use of Third-Party Applications. Corfix makes no representations, warranties, or indemnities and disclaims all liability, regarding any Third-Party Applications, including any impact they may have on the Services. Use of Third-Party Applications is at Customer's own risk and subject to the applicable third-party terms and privacy policies. Compatibility or continued availability of any Third-Party Application is not guaranteed, and changes or updates to such applications may affect the functionality of the Corfix Services without notice.
- 2.7. Platform Asset Access and Fees.** Access to Corfix Platform Assets may be provided free of charge, subject to subscription, or subject to additional fees as specified in an applicable Order Form, in-product purchase flow (e.g. storefront or marketplace), or other written agreement between the parties. Corfix reserves the right to designate certain Corfix Platform Assets as paid or premium and to determine the terms under which such assets are made available. No rights are granted to use, modify, or distribute any Corfix Platform Asset unless and until the applicable fees (if any) have been paid and any associated license terms accepted. Corfix may modify, discontinue, reclassify, or reprice Corfix Platform Assets at any time, in its sole discretion, provided that such changes do not affect assets already licensed under a valid Order Form.

3. ACCOUNT ACTIVATION

- 3.1. Account.** During registration, a User will be asked to provide account creation information, which may include Personal Information, in order to create an Account linked to Customer's Subscription. Customer shall ensure that User information is accurate and complete and remains current throughout the Subscription Term.
- 3.2. Passwords.** Customer and Users are responsible for keeping all account passwords secure. Corfix will not be liable for any loss or damage caused by or arising from a failure by Customer or its Users to maintain the security of account passwords.
- 3.3. Account Activity.** Customer and Users are also responsible for all activity in User accounts and for Customer Data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection with User accounts.

4. SUPPORT SERVICES

- 4.1. Customer Onboarding.** Corfix will provide Customer with a dedicated onboarding specialist to assist with account setup and onboarding for a period of forty-five (45) days (the "**Onboarding Period**"). The Onboarding Period will begin on the date of the first Order Form for a new module signed by the parties. During the Onboarding Period, the Onboarding Specialist will be available to Customer as a resource. If Customer requires onboarding support either before or after the Onboarding Period, Corfix reserves the right to charge for such services at the hourly rates set out in Exhibit B ("**Onboarding Services**"). The Onboarding Specialist will provide the services described in Exhibit B. Onboarding shall be deemed complete upon the earlier of: (a) expiration of the forty-five (45) day Onboarding Period; (b) fulfillment of all items listed in Exhibit B; or (c) transition of Customer's account to Corfix's customer success team. If Customer reasonably believes any Onboarding Services fail to conform in a material respect to the scope described in this Exhibit B, Customer must provide written notice to Corfix within five (5) business days of delivery of such Onboarding Services, specifying the nature of the nonconformance. Corfix's sole obligation will be to re-perform the nonconforming Onboarding Services, and such re-performance will constitute Customer's sole and exclusive remedy for any failure of the Onboarding Services.
- 4.2. Support Terms.** During any Subscription Term, Corfix will provide technical support and maintenance based on the Support Plan selected by Customer ("**Support**"). The details for Support



Construction Safety Software That Does It All

and Support Plan levels are set forth in the Service Level and Support Agreement ("SLA") attached as Exhibit A. Standard Support, as described in Exhibit A, is included with all Service Subscriptions. Corfix provides support for the Corfix Services. Corfix may, at its sole discretion, assist Customers with troubleshooting issues involving Customer Platform Assets. Corfix is not responsible for resolving errors, misconfigurations, or performance issues arising from the content, logic, or structure of Customer-created assets. Support for Customer Platform Assets will be provided only to the extent Corfix determines that the underlying issue is caused by a defect or failure in the Corfix Services.

- 4.3. Updates and Changes to the Services.** Corfix may from time to time make updates, enhancements, improvements, patches, fixes, upgrades, or other modifications to the Services ("**Updates**"), including modifications to Corfix Platform Assets, added functionality, interface changes, APIs, and third-party integrations. Corfix reserves the right to add, remove, suspend, or change any aspect of the Services, in whole or in part, at any time, provided that such Updates do not materially degrade the core functionality of the Services as described in the applicable Order Form. Customer is solely responsible for ensuring compatibility of its use cases and configurations with any such Updates. Corfix will use commercially reasonable efforts to notify Customer in advance of any material changes to the Services that may impact interoperability, system requirements, or previously deployed workflows.
- 4.4. Upgrades.** From time to time, Corfix may make available new features, modules, or enhancements that provide substantially new functionality or value ("**Upgrades**"). Corfix reserves the right to determine, in its sole discretion, whether any offering constitutes an Upgrade. Upgrades may be subject to additional terms, conditions, and charges. Customer will not be entitled to any Upgrade solely by virtue of its existing subscription.

5. CUSTOMER DATA AND PLATFORM ASSETS

- 5.1. Ownership.** As between Corfix and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data and Customer Platform Assets. Corfix does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of Customer Data or Customer Platform Assets.
- 5.2. License to Customer Data and Customer Assets.** Customer grants to Corfix, during any Subscription Term, a non-exclusive, worldwide, royalty-free, fully paid-up license to access, use, process, transmit, display, perform, and otherwise exploit Customer Data and Customer Platform Assets solely as necessary to (a) provide, maintain, improve, secure, and support the Services, (b) enable functionality including integrations with Third-Party Applications and Service Providers, and (c) comply with applicable law. Corfix shall not use Customer Data or Customer Platform Assets for any purpose other than as expressly permitted in this Agreement or the Privacy Policy.
- 5.3. Technical and Organizational Safeguards.** Corfix will implement and maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of the Services and Customer Data, in compliance with applicable Data Protection Laws and the Corfix Privacy Policy. The specific technical and operational standards applicable to those safeguards are set out in Section 6 (Security Standards).
- 5.4. Customer Data Portability and Deletion.** It is the responsibility of Customer to export their data and assets from Corfix's systems. Customers may request data export or download as outlined in the Documentation, during the term of this Agreement or within thirty (30) days following the effective date of termination of this Agreement. After this thirty (30) day period, Corfix will no longer maintain or provide any Customer Data or Customer Platform Assets. Corfix will then proceed to delete or destroy all copies of Customer Data and Customer Platform Assets in its



Construction Safety Software That Does It All

systems or otherwise in its possession or control as specified in the Documentation, unless retention is required by law.

- 5.5. User Rights.** Customers may request, on behalf of themselves or their Users, access to, correction of, or deletion of Personal Information and account data by contacting privacy@corfix.com, subject to Section 5.7 (Corfix's Processing of Personal Information) and the Scope of This Policy section of our Privacy Policy. Because Corfix processes Personal Information as a service provider acting on Customer's documented instructions, Users who contact Corfix directly with such a request will be directed to submit the request to their employer (Customer), which is responsible for responding to and fulfilling such requests in the first instance.
- 5.6. Customer's Obligations Regarding Personal Information.** Customer's instructions to Corfix for the Processing of Personal Information shall comply with Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Information and the means by which Customer acquired the Personal Information. Customer hereby represents and warrants to, and covenants with Corfix that Customer Data will only contain Personal Information in respect of which Customer has obtained all applicable User permissions and otherwise has all authority, in each case as required by applicable laws, to enable Corfix to provide the Services, including with respect to the collection, storage, access, use, disclosure and transmission of Personal Information, including by or to Corfix and to or from all applicable third parties. Accordingly, upon request, Customer shall provide to Corfix information necessary to demonstrate Customer's compliance with the obligations hereunder.
- 5.7. Corfix's Processing of Personal Information.** Corfix shall secure Personal Information with all necessary safeguards appropriate to the level of sensitivity of the Personal Information. Corfix shall only Process Personal Information on behalf of and in accordance with Customer's documented instructions and applicable Data Protection Laws for the following purposes: (a) Processing in accordance with the Agreement; (b) Processing initiated by Customer's Users or customers in their use of the Services; and (c) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement and applicable Data Protection Laws. Corfix shall ensure that its personnel engaged in the Processing of Personal Information: (i) are informed of the confidential nature of the Personal Information, (ii) have received appropriate training on their responsibilities, and (iii) are under contractual or statutory obligations to maintain the confidentiality of Customer Data. Corfix shall take reasonable steps to ensure the reliability of any Corfix personnel engaged in the Processing of Personal Information.
- 5.8. Service Providers.** Corfix may engage Service Providers to store, process, or otherwise handle Personal Information on its behalf in connection with the provision of the Services. Corfix shall: (a) ensure that each such Service Provider is bound by written obligations of confidentiality and data protection no less protective than those set out in this Agreement; and (b) remain responsible for the acts and omissions of its Service Providers in connection with their Processing of Personal Information to the same extent as if such Processing were performed by Corfix directly. A current list of Service Providers that Process Personal Information on Corfix's behalf is available to Customer upon written request to privacy@corfix.com.
- 5.9. GPS Tracking.** The Services may offer the ability to track the location of Users using Global Positioning System ("GPS") data. GPS tracking is used by Corfix to enhance workforce management, improve worksite safety, optimize operational efficiency, and support compliance with applicable regulations. Corfix will only collect and process location data to the extent necessary for these purposes. Users will be notified of GPS tracking prior to initial use or as deemed required by Corfix as a consequence of changes to the Services. To the extent Customer enables this functionality for its Users, Customer represents and warrants: (a) each User has

consented to the use of GPS tracking; (b) this functionality is used solely to improve workforce productivity; (c) Customer has a published policy as it relates to the monitoring and tracking of its Users that complies with applicable Data Protection Laws; and (d) Customer may only track Users during regular business hours and only for the duration of when a User has “clocked in” and “clocked out.”

- 5.10. Photo Capture.** The Services may offer the ability for Users to use their tablet or smartphones with cameras to capture a photo in order to verify and confirm their attendance for purposes of "clocking in", "clocking out", connecting to safety certifications, collecting images of work product or work status for verification and reporting, using QR codes, or linking to third-party applications and services. Monitoring of attendance may include capturing an image of Users for biometric verification, which may constitute a "biometric identifier" or "biometric information" under applicable Data Protection Laws, including the Illinois Biometric Information Privacy Act ("**BIPA**"). To the extent Customer enables this functionality for its Users, Customer represents, warrants, and covenants that it has: (a) informed its Users in writing that camera and biometric data may be collected, prior to any such collection; (b) established and made available to Users a written, publicly available policy establishing a retention schedule and guidelines for permanently destroying such data, providing in any event for destruction of biometric identifiers and biometric information within three (3) years of the User's last interaction with Customer, or when the initial purpose for collection has been satisfied, whichever occurs first; (c) obtained written, informed consent from each User authorizing Customer and Corfix to collect, store, and use the camera and biometric data for the purposes outlined above, prior to collection; (d) not sold, leased, traded, or otherwise profited from any User's biometric identifiers or biometric information; and (e) complied, and will continue to comply, with all applicable Data Protection Laws governing the collection, storage, use, and destruction of biometric data. Customer acknowledges that its compliance with this Section 5.10 is a condition of Corfix enabling this functionality, and that Corfix's role is limited to providing the technology; Customer remains solely responsible for determining whether its use of this functionality is lawful in each jurisdiction in which its Users are located.

6. SECURITY STANDARDS

- 6.1. Encryption Standards.** Corfix will encrypt Customer Data: (a) in transit, using TLS 1.2 or higher; and (b) at rest, using AES-256 or an equivalent industry-standard algorithm offering equivalent or greater protection. Corfix will implement access controls limiting access to Customer Data to authorized personnel on a need-to-know basis. Corfix may update its encryption standards from time to time to reflect advances in industry practice, provided that any replacement standard provides equivalent or greater protection, and will notify Customer of any material change to its encryption approach with reasonable advance notice.
- 6.2. Data Residency.** Customer Data is stored and processed in data centres located in Canada and the United States. Corfix will not transfer Customer Data outside of Canada or the United States without Customer's prior written consent, except: (a) where required by applicable law; or (b) as strictly necessary to provide the Services through Service Providers that are contractually bound by data protection obligations no less protective than those in this Agreement.
- 6.3. Backup, and Retention.** Corfix will perform automated backups of Customer Data not less than once every twenty-four (24) hours. Backups will be retained for a minimum of thirty (30) days and stored with equivalent security controls as production Customer Data. Customer Data will be retained for the duration of the Subscription Term and for the thirty (30) day post-termination period described in Section 5.4. Corfix may retain Customer Data for a longer period solely to the

extent required by applicable law or regulation, provided that any such retained data remains subject to the confidentiality and security obligations of this Agreement.

- 6.4. Disaster Recovery and Business Continuity.** Corfix will maintain a written disaster recovery and business continuity plan (“**DR/BCP Plan**”) designed to enable restoration of the Services and Customer Data following a disruptive event. The DR/BCP Plan will target: (a) a Recovery Time Objective (“**RTO**”) of no more than eight (8) hours for critical service components, being the maximum time between a disruption event and restoration of the Services to a functional state; and (b) a Recovery Point Objective (“**RPO**”) of no more than twenty-four (24) hours, being the maximum period of Customer Data that may be lost as a result of a disruption event. Corfix will test its DR/BCP Plan no less than once per calendar year and will make a summary of the most recent test results available to Customer upon written request. The RTO and RPO targets are operational objectives and do not constitute service level commitments; Corfix’s sole liability for failure to meet uptime obligations remains as set out in Exhibit A.
- 6.5. Security Incident Notification.** Corfix will maintain a written incident response plan addressing the detection, containment, investigation, and remediation of Security Incidents. For purposes of this Section 6.5, “**Security Incident**” means any confirmed unauthorized access to, acquisition, disclosure, or destruction of Customer Data held by Corfix that is reasonably likely to result in harm to Customer or its Users. Upon becoming aware of a Security Incident, Corfix will: (a) notify Customer without undue delay and, in any event, within seventy-two (72) hours of becoming aware of the Security Incident, by providing written notice to Customer’s designated contact; (b) include in such notice, to the extent then known, the nature and scope of the Security Incident, the categories and approximate volume of Customer Data affected, the likely consequences, and the measures taken or proposed to address the Security Incident and mitigate its effects; and (c) cooperate with Customer and take reasonable steps to investigate, contain, and remediate the Security Incident. Where complete information is not available at the time of initial notification, Corfix will provide available information promptly and will supplement such notice as additional details become known. Corfix will also notify Customer within twenty-four (24) hours of becoming aware of any material service disruption that is not a Security Incident but that materially affects Customer’s access to or use of the Services. Notification under this Section 6.5 does not constitute an admission of fault or liability by Corfix.
- 6.6. Security Testing and Audit Rights.** Corfix will use commercially reasonable efforts to obtain and maintain SOC 2 Type II certification, or an equivalent industry-recognized information security framework, and will make its most recent audit report available to Customer upon written request under a duty of confidentiality, once such certification is obtained. Until such certification is obtained, Corfix will, upon written request and no more than once per calendar year, provide Customer with a high-level summary of its current security controls. Customer shall not conduct, or permit any third party to conduct, any security testing, vulnerability scanning, or penetration testing of the Services or Corfix’s infrastructure without Corfix’s prior written consent, which will not be unreasonably withheld or delayed. Corfix will respond to reasonable written requests for consent within fifteen (15) business days. Any authorized testing must be conducted in accordance with a mutually agreed scope and rules of engagement, and Customer will be responsible for any damage caused by testing that exceeds the agreed scope.
- 6.7. Vulnerability and Patch Management.** Corfix will maintain a vulnerability management program for the Services that includes the monitoring of security advisories and the timely remediation of identified vulnerabilities. Corfix will use commercially reasonable efforts to apply security patches and remediate confirmed vulnerabilities in accordance with the following target timelines, measured from Corfix’s confirmation of the vulnerability: (a) Critical severity vulnerabilities (CVSS score 9.0–10.0): within thirty (30) days; (b) High severity vulnerabilities (CVSS score 7.0–8.9):



Construction Safety Software That Does It All

within sixty (60) days; and (c) Medium severity vulnerabilities (CVSS score 4.0–6.9): within ninety (90) days. Where a patch is not available from the relevant vendor within these timelines, Corfix will implement compensating controls reasonably designed to reduce the risk of exploitation and will notify Customer of any Critical or High severity vulnerability that affects the Services and that cannot be patched within the applicable target timeline.

7. CUSTOMER RESPONSIBILITIES

- 7.1. Users.** Customer is responsible for all activities that occur in User Accounts and for its and its Users' compliance with this Agreement. Customer shall: (a) use reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Corfix promptly of any such unauthorized access or use; and (b) use the Services only in accordance with the Documentation and applicable laws and government regulations.
- 7.2. Use Guidelines.** Customer shall use the Services solely for its internal business purposes as contemplated by this Agreement and shall not interfere with or disrupt the integrity or performance of the Services or the data contained therein.
- 7.3. Equipment.** Customer is solely responsible for acquiring, servicing, maintaining and updating all equipment, computers, software and communications services (such as internet access) that are required to allow Customer to access and use the Services and for all related expenses. Customer agrees to access and use, and shall ensure that all Users access and use, the Services in accordance with any and all operating instructions or procedures that may be issued by Corfix from time to time.
- 7.4. Feedback.** Customer may provide reasonable feedback to Corfix including, but not limited to, suitability, problem reports, comments, suggestions and other information with respect to the Services ("**Feedback**"). Customer hereby grants to Corfix a fully paid-up, royalty-free, worldwide, assignable, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services and any other Corfix products or Services, or for any other purposes, any Feedback provided by Customer or its Users.

8. FEES AND PAYMENT

- 8.1. Fees.** Customer shall pay all Fees specified in each Order Form. All Fees are quoted and payable in the currency provided on the Order Form. Unpaid fees are subject to an interest charge of twelve percent (12%) per year if paid after their due date. Failure to pay the specified Fees by the due date may result in suspension of Services. Continued non-payment for 60 days may lead to the initiation of collection procedures and possible legal action.
- 8.2. Invoicing and Payment.** Fees for Subscriptions will be invoiced annually in advance and in accordance with the relevant Order Form. Except as otherwise specified in this Agreement or in an Order Form, Fees are based on the number of Users. Customer is responsible for maintaining complete and accurate billing and contact information with Corfix.
- 8.3. Taxes.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, HST, GST, sales, value-added, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Corfix has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 8, Corfix will invoice Customer and Customer will pay that amount unless Customer provides Corfix with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Corfix is solely responsible for taxes assessable against it based on its income, property and employees.



Construction Safety Software That Does It All

- 8.4. Overages.** In the event that Customer exceeds their allotted license count, they will be automatically billed for any overages. These overages will be charged on a monthly basis and will be calculated as the annual pro-rated amount for the additional licenses used. This pro-rated billing will apply regardless of Customer's current payment interval. The annual rate for each additional license will be calculated based on the rate specified in the original Order Form or as otherwise agreed upon.

9. CONFIDENTIALITY.

- 9.1. Definition.** "Confidential Information" means non-public information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party") that is designated in writing, or identified orally at time of disclosure, by the Disclosing Party as "confidential" or "proprietary," or under the circumstances, a person would reasonably assume to be confidential or proprietary information of the Disclosing Party, including but not limited to Customer Data. During the term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement, the Receiving Party shall maintain the confidentiality of the Confidential Information using at least the same degree of care that such party uses to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Neither party will use or disclose any Confidential Information except as specifically contemplated herein, or other than to its employees or agents who need to know the Confidential Information for its performance of this Agreement and such employees or agents are bound by confidentiality obligations substantially similar to these herein. The Receiving Party is responsible for its employees' or agents' breach of these confidentiality obligations.
- 9.2. Limitations.** The foregoing restrictions do not apply to information that: (a) has been independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information; (b) has become publicly known through no breach of this Section 9 by the Receiving Party; (c) has been rightfully received by the Receiving Party, without obligation of confidentiality, from a third party authorized to make such disclosure; (d) has been approved for release in writing by the Disclosing Party; or (e) was known by the Receiving Party without obligation of confidentiality prior to receipt from the Disclosing Party. The disclosure by the Receiving Party of the Confidential Information will not be considered a breach of this Section 9 to the extent that such Confidential Information is required to be disclosed by a competent legal or governmental authority, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure, assists in obtaining an order to protect the information from public disclosure (if legally permissible) and will only disclose that portion of Confidential Information that is legally required to be disclosed.
- 9.3. Termination.** All Confidential Information will be promptly returned or destroyed by the Receiving Party, at the Disclosing Party's discretion and upon its written request (including any written notice of termination of this Agreement by either party). Notwithstanding anything to the contrary, the Receiving Party may retain Confidential Information if necessary to comply with legal or regulatory requirements, external accounting standards, or otherwise as contained in an archived computer system made in accordance with reasonable disaster recovery procedures, provided that such copy will remain subject to these obligations. For clarity, Customer Data and Customer Platform Assets will be deleted in accordance with Section 5.4 (Customer Data Portability and Deletion).
- 9.4. Irreparable Harm.** Each party hereby acknowledges that any breach of this Section 9 may cause irreparable damage to the Disclosing Party, for which monetary damages may be inadequate. In addition to any other remedy available at law or in equity, the Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief against a breach or threatened breach of this Section 9.



10. LIMITED WARRANTIES AND DISCLAIMERS

- 10.1. Limited Warranties.** Corfix hereby represents and warrants to Customer that: (a) during the Subscription Term the Services will perform materially in accordance with the Documentation; (b) the Services will not contain any Malicious Code; and (c) it owns or otherwise has sufficient rights in the Services to grant to Customer the rights to access and use the Services granted herein. In the event of any failure of the Services that materially affects Customer's use of the Services, Customer's exclusive remedy under Section 10.1(a) is to require Corfix to correct such failure, provided that Customer gives prompt written notice of the failure. If Corfix fails to correct the defect within a commercially reasonable time, Customer may terminate the affected Subscription and receive a pro-rated refund of prepaid, unused Fees.
- 10.2. General Warranty Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND CORFIX MAKES NO REPRESENTATIONS OR WARRANTIES, AND THERE ARE NO CONDITIONS, ENDORSEMENTS, UNDERTAKINGS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, ACCURACY, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) AS TO, ARISING OUT OF OR RELATED TO THE FOLLOWING: (A) THIS AGREEMENT; (B) THE SERVICES; (C) FAILURE OF TELECOMMUNICATIONS, THE INTERNET, OR ELECTRONIC COMMUNICATIONS, OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION OR CUSTOMER DATA TRANSMITTED TO OR FROM CORFIX VIA THE SERVICES EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CORFIX DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL PROGRAMMING ERRORS IN THE SERVICES CAN BE FOUND IN ORDER TO BE CORRECTED. CORFIX DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS EXCEPT TO THE EXTENT SUCH PROVIDERS ARE ACTING UNDER CORFIX'S CONTROL OR CORFIX FAILS TO MAINTAIN COMMERCIALLY REASONABLE SECURITY AND BACKUP MEASURES.
- 10.3. Internet Connectivity Disclaimer.** Corfix makes the Services available for access via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Services over the Internet. Customer hereby acknowledges that the Services may be interrupted due to (a) website downtime for scheduled maintenance at Corfix's sole discretion, or (b) interruptions in Internet connectivity or other website downtime caused by circumstances beyond Corfix's control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer or telecommunications failures, or delays involving hardware of software not within Corfix's control or network intrusions. Customer hereby acknowledges and agrees that Corfix shall not, in any way, be liable for, or have responsibility with respect to, any such Services interruptions and releases Corfix from any claims relating thereto.
- 10.4. Platform Asset Disclaimer.** Customer acknowledges and agrees that all Corfix Platform Assets are provided "AS IS", without warranty of any kind, express or implied. Corfix does not represent or warrant that any Corfix Platform Asset complies with applicable laws, regulations, industry standards, or Customer-specific requirements. Corfix expressly disclaims all liability for any fines, penalties, legal non-compliance, business interruption, or other damages arising from Customer's use of any Corfix Platform Asset, including those intended for use in connection with compliance, health and safety, labor, or privacy regulations. Corfix Platform Assets are intended solely as

configurable starting points and are not a substitute for professional advice or compliance review. Without limiting the foregoing, Customer acknowledges that certain Corfix Platform Assets may include forms or structures intended to support compliance-related use cases, but Corfix is not responsible for ensuring such use cases are properly implemented or legally sufficient.

- 10.5. Customer Data and Assets Warranty.** Customer represents, warrants, and covenants that: (a) Customer has obtained and will maintain all rights, consents, and authorizations necessary under applicable law to collect, input, store, process, and transmit Customer Data through the Services. Without limiting the foregoing, Customer represents and warrants that all Personal Information contained in Customer Data has been collected and disclosed in accordance with applicable Data Protection Laws, and that Customer has provided all required notices and obtained all necessary consents from Users and third parties to enable Corfix and its Service Providers to process such data in accordance with this Agreement and the Corfix Privacy Policy; (b) Customer has all necessary rights, permissions, and licenses to create, use, and deploy Customer Platform Assets in connection with the Services, including but not limited to any third-party APIs, content, or software used in such assets. Customer shall ensure that its Customer Platform Assets do not (i) infringe or misappropriate any third-party intellectual property, privacy, or contractual rights; (ii) contain or transmit any Malicious Code; or (iii) violate any applicable laws, regulations, or acceptable use policies. Corfix shall have no responsibility or liability arising from or related to the content, functionality, legality, or performance of any Customer Platform Assets; and (c) Customer is solely responsible for the accuracy, quality, legality, and integrity of Customer Data and Customer Platform Assets that it submits or uses with the Services, and the means by which it acquired such data and materials. Customer further agrees that it shall not assert any claim against Corfix, any other Corfix customer or user, or Service Providers for infringement or misappropriation of any intellectual property rights in or to any third party Customer Platform Assets or Corfix Platform Assets even if such assets are similar or identical to any Customer Platform Assets created by Customer.

11. INDEMNIFICATION

- 11.1. Corfix Indemnification.** Corfix shall indemnify, defend, and hold harmless Customer, its affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, actions, suits, or proceedings, and any associated liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any claim alleging that Customer's authorized use of the Services in accordance with this Agreement infringes or misappropriates any valid and enforceable copyright, trademark, patent, or trade secret of a third party in the territory where the Services are used by Customer; (b) Corfix's material violation of applicable laws or regulations in providing the Services; or (c) any introduction or transmission of Malicious Code into Customer's systems by Corfix in the course of providing the Services (except to the extent caused by Customer or its Users). Corfix shall have no obligation under this Section 11.1 to the extent that the claim arises from: (i) unauthorized modifications to the Services made by Customer or third parties; (ii) use of the Services in combination with non-Corfix products, services, or content if the claim would not have arisen without such combination; (iii) Customer's failure to use updates or modifications provided by Corfix; compliance by Corfix with designs, specifications, or instructions provided by Customer; (iv) use of the Services in a manner inconsistent with the documentation; or (v) any content, information, or data provided by Customer or other third parties.
- 11.2. Customer Indemnification.** Customer shall defend, indemnify and hold Corfix, its affiliates, officers, directors, employees, and agents harmless against any loss, damage or costs (including reasonable legal fees) arising out of Customer use of the Services or incurred in connection with

any claims, demands, suits, or proceedings made or brought against Corfix by a third-party or Users (a) alleging that Customer Data or Customer's use of the Services in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third-party; (b) based on Customer's alleged breach of any Data Protection Laws or a breach of its obligations under the Agreement; (c) caused by any negligent act or omission of Customer or its employees, contractors or agents; (d) based on Customer's misuse, modification, or combination of the Services not approved by Corfix; or (e) based on a dispute between Customer and Users related to the use of the Services including, but not limited to, GPS and Camera functionality.

11.3. Indemnification Procedure. A party seeking indemnification under this Section 11 (the "**Indemnified Party**") shall promptly notify the other party (the "**Indemnifying Party**") in writing of any claim for which indemnification is sought, provided that failure to give prompt notice will not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced by the delay. The Indemnifying Party shall have the right to assume control of the defense and settlement of such claim, provided that: (a) the Indemnified Party may participate in the defense with counsel of its choosing at its own expense; and (b) the Indemnifying Party may not settle any claim without the Indemnified Party's prior written consent if such settlement (i) admits liability or fault on behalf of the Indemnified Party, (ii) imposes any monetary or other obligation on the Indemnified Party, or (iii) does not include a full release of the Indemnified Party from all liability with respect to such claim. The Indemnified Party shall reasonably cooperate in the defense at the Indemnifying Party's expense.

11.4. Intellectual Property Remedy. If the Services become, or in Corfix's reasonable opinion are likely to become, the subject of a claim described in Section 11.1(a), Corfix will, at its sole option and expense: (a) procure for Customer the right to continue using the affected Services; (b) replace or modify the affected Services so that they become non-infringing while preserving materially equivalent functionality; or (c) if neither (a) nor (b) is commercially practicable, terminate the affected Services upon written notice and issue Customer a pro-rated refund of any prepaid, unused Fees for the remainder of the applicable Subscription Term. The remedies set out in this Section 11.4, together with the indemnification obligations in Section 11.1, constitute Customer's sole and exclusive remedy, and Corfix's entire liability, for any third-party intellectual property claim described in Section 11.1(a).

12. LIMITATION OF LIABILITY

12.1. Exclusion of Indirect and Consequential Damages. SUBJECT TO SECTION 12.3, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS, DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, OR OTHER SIMILAR PECUNIARY LOSS).

12.2. Limitation of Liability. SUBJECT TO SECTION 12.3, IN NO EVENT SHALL EITHER PARTY'S MAXIMUM, CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF FOR ALL CLAIMS, COSTS, LOSSES AND DAMAGES EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT.

12.3. Exceptions to Limitations. NOTWITHSTANDING SECTION 12.2, THE LIMITATION OF LIABILITY SHALL NOT APPLY TO THE FOLLOWING CATEGORIES OF CLAIMS: (A) INDEMNIFICATION OBLIGATIONS. EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION)

(UNCAPPED); (B) CONFIDENTIALITY BREACHES. DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9, WHICH SHALL BE SUBJECT TO AN AGGREGATE CAP OF TWO (2) TIMES THE AMOUNTS PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AND IN NO EVENT EXCEED TWO MILLION DOLLARS (\$2,000,000); (C) PAYMENT OBLIGATIONS. ANY CLAIMS FOR NON-PAYMENT OF AMOUNTS DUE BY CUSTOMER (UNCAPPED); (D) FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT. DAMAGES ARISING FROM A PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT (UNCAPPED); AND (E) BODILY INJURY OR DEATH. DAMAGES FOR BODILY INJURY OR DEATH, WHICH SHALL BE SUBJECT TO THE LIMITS OF THE APPLICABLE INSURANCE POLICY MAINTAINED BY THE LIABLE PARTY PURSUANT TO SECTION 15.6.

13. TERM

- 13.1. Term, Renewal.** This Agreement commences on the start date of the first Order Form signed between Customer and Corfix and shall continue until terminated earlier in accordance with the provisions of this Agreement or applicable law. This Agreement shall remain in effect and govern all Order Forms until (a) the end of the Subscription Term under such Order Form, or (b) such Order Form is terminated by the parties.
- 13.2. Auto-Renewal Clause.** Unless otherwise terminated as set forth herein, this Agreement and any active subscriptions will automatically renew following the Initial Term for subsequent periods of twelve (12) months (each a "**Renewal Term**" and together with the Initial Term the "**Term**"). To avoid automatic renewal, either party must provide the other with written notice of non-renewal at least thirty (30) days before the end of the then-current Term. If no such notice is given, the Subscription Term will be renewed and Customer will be invoiced for the renewal.
- 13.3. Renewal Price.** Where applicable, any annual price adjustments for the Initial Term will be described in the Order Form. Corfix reserves the right to adjust pricing for each Renewal Term. Any price change will be communicated to Customer at least sixty (60) days prior to the start of the Renewal Term. Any changes to pricing will apply only to the upcoming Renewal Term and shall not be retroactive. If Customer does not provide written notice of non-renewal within the required timeframe provided under Section 13.2 (Auto-Renewal Clause), the adjusted pricing will take effect for the upcoming Renewal Term.
- 13.4. Subscriptions.** Subscriptions commence on the start date specified in the relevant Order Form and continue until the renewal date specified in the Order Form and any Renewal Term(s) unless terminated earlier as provided for in this Agreement.
- 13.5. Termination for Cause.** Either party may terminate this Agreement or a Services Subscription for cause (a) upon thirty (30) days' written notice to the other parties of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other parties becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 13.6. Suspension of Access to Services.** In addition to any termination rights of Corfix pursuant to this Agreement, extraordinary circumstances may require Corfix to suspend or terminate (where appropriate), as determined in Corfix's reasonable discretion, Customer's access to and/or use of, or otherwise modify, the Services in order to: (a) prevent material damages to, or material degradation of the integrity of, Corfix's or its provider's Internet network; or (b) comply with any law, regulation, court order, or other governmental order. Corfix will notify Customer of such suspension or termination action as far in advance as reasonably possible of such suspension or termination as reasonably possible, and if such advance notice is not possible, then as soon as possible after such suspension or termination. In the event of a suspension, Corfix will limit such suspension to that which is minimally required and will promptly restore Customer's access to the



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Services as soon as the event giving rise to the suspension has been addressed (including by Customer agreeing to accept the risks associated with such suspension) or resolved.

- 13.7. No Refunds.** If this Agreement is terminated for any reason: (a) Customer is not entitled to a refund and Customers are obligated to fulfill the financial commitment of the current Subscription Term including any current Renewal Term; and (b) in no event will termination relieve Customer of its obligation to pay any Fees payable to Corfix for the period prior to the effective date of termination or for the remaining Subscription Term including any Renewal Term.

14. EXPORT COMPLIANCE AND ANTI-CORRUPTION

- 14.1. Export Compliance.** The Corfix Services, including any software, documentation, and related technical data, are subject to export control laws and regulations of Canada, the United States, and other applicable jurisdictions ("**Export Controls**"), including but not limited to the United States Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR), and Canada's Export and Import Permits Act (EIPA) and related regulations. Each party agrees to comply with all applicable Export Controls in connection with its performance under this Agreement. Without limiting the foregoing, Customer shall not, and shall not permit any User to, access, use, export, re-export, or disclose any part of the Corfix Services: (a) to any country or region that is subject to embargo or sanctions under Canadian or U.S. law (including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, or Luhansk regions of Ukraine); (b) to any person or entity listed on any Canadian or U.S. government restricted parties list (including the U.S. Treasury Department's Specially Designated Nationals List and the Canadian Consolidated List); or (c) for any prohibited end-use, including but not limited to the development, design, manufacture, or production of nuclear, chemical, or biological weapons, or missile technology. Customer represents and warrants that it, its affiliates, and its Users: (i) are not located in or organized under the laws of any country or region that is subject to Canadian or U.S. embargoes or sanctions, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC); (ii) are not designated as a Specially Designated National (SDN) or otherwise included on any Canadian or U.S. government list of prohibited or restricted parties (including the Consolidated Canadian Autonomous Sanctions List and OFAC's SDN List); and (iii) are not owned or controlled by, or acting on behalf of, any such prohibited person or entity.
- 14.2. Anti-Corruption.** Each party agrees to comply with all applicable anti-corruption, anti-bribery, and anti-money laundering laws, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, the Canadian Corruption of Foreign Public Officials Act (CFPOA), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), and any other applicable laws and regulations (together, the "**Anti-Corruption Laws**"). Neither party shall, directly or indirectly, violate, cause the other party to violate, or knowingly assist or permit any person to violate any applicable Anti-Corruption Laws. Neither party has offered, promised, given, received, nor will offer, promise, or give any illegal or improper bribe, kickback, facilitation payment, gift, or thing of value to or from any government official, customer, or other third party in connection with this Agreement. Notwithstanding the foregoing, reasonable, bona fide gifts, meals, or entertainment provided in the ordinary course of business and not intended to obtain or retain business or secure an improper advantage shall not be considered a violation of this Section 14.2, provided they are permitted by applicable law and company policy.

15. GENERAL

- 15.1. Assignment.** Customer may not assign any of its rights or obligations hereunder, whether by operation of law, change of control or otherwise, without the prior written consent of Corfix.

Notwithstanding the foregoing, Corfix may assign this Agreement in its entirety (including all Order Forms), without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relates. Any attempt by Customer to assign its rights or obligations under this Agreement in breach of this Section 15.1 shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

- 15.2. Notices.** Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) electronic mail; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate parties at the address set forth on the Order Form, with a copy, in the case of Corfix, to legal@corfix.com. Each party hereto expressly consents to Services of process by registered mail. Either party may change its address for receipt of notice by notice to the other party through a notice provided in accordance with this Section 15.2. Notices are deemed given upon receipt if delivered by electronic mail, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.
- 15.3. Waiver.** The failure of a party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 15.4. Unenforceable Provisions.** If any provision of this Agreement is held to be unenforceable or illegal, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions of this Agreement and this Agreement shall be reformed only to the extent necessary to make it enforceable under such circumstances.
- 15.5. Independent Contractors.** The relationship of Corfix and Customer established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (a) give either party the power to direct and control the day-to-day activities of the other, (b) constitute the parties as legal partners, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (c) allow either party to create or assume any obligation on behalf of the other parties for any purpose whatsoever. All financial and other obligations associated with the businesses of the parties are their sole respective responsibilities.
- 15.6. Insurance.** Each party shall, at its own expense, maintain during the Term insurance coverage appropriate to its obligations under this Agreement and consistent with industry standards for companies of similar size and risk profile, including: (a) commercial general liability insurance with limits of not less than \$2,000,000 per occurrence; (b) technology errors and omissions (professional liability) or equivalent business liability insurance with limits of not less than \$2,000,000 per claim; and (c) cyber liability (network security and privacy) insurance with limits of not less than \$2,000,000 per claim. Upon written request, each party shall provide the other party with reasonable evidence of such coverage. The maintenance of insurance shall not limit or reduce a party's obligations or liability under this Agreement except to the extent expressly stated in Section 12.
- 15.7. Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is caused by circumstances beyond that party's reasonable control, including but not limited to acts of God, natural disaster, fire, flood, earthquake, civil unrest, war, terrorism, epidemic or pandemic, governmental action or restriction, labour disputes or strikes not involving that party's own workforce, or failure or unavailability of internet service providers, telecommunications, or third-party hosting or infrastructure providers not under that party's direct control (a "**Force Majeure Event**"). The party affected by a Force Majeure Event shall promptly notify the other party of the nature and expected duration of the Force Majeure Event and shall use commercially



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reasonable efforts to mitigate its effects and resume performance as soon as reasonably practicable. If a Force Majeure Event affecting Corfix's provision of the Services continues for more than sixty (60) consecutive days, Customer may terminate the affected Subscription upon written notice, without penalty, and receive a pro-rated refund of any prepaid, unused Fees for the remainder of the then-current Subscription Term.

- 15.8. Governing Law.** If Customer is located in the United States, then this Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States. Otherwise, this Agreement shall be governed by the laws of the Province of Ontario, without regard to its conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded and does not apply to this Agreement.
- 15.9. Jurisdiction and Venue.** Subject to Section 15.8 (Governing Law), each party irrevocably submits to the exclusive jurisdiction of: (a) the state and federal courts located in the State of Delaware, where Customer is located in the United States; or (b) the courts of the Province of Ontario, in all other cases, and each party waives any objection to venue or any claim of inconvenient forum in such courts.
- 15.10. Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Corfix in respect to the subject matter hereof, superseding any other agreements or discussions, oral or written, and may not be changed except by a written license agreement with Corfix or a distributor of Corfix.
- 15.11. Order of Precedence.** The terms and conditions of this Agreement (including any Order Forms) shall prevail over any pre-printed terms on any quotes, orders, purchase orders, or purchase order acknowledgements, and shall prevail over any other communications between the parties in relation to the Services and the right to access and use the Services shall be deemed to be pursuant to the terms and conditions of this Agreement, unless Customer has executed a written license agreement with Corfix or a distributor of Corfix, in which case the Services shall be deemed to have been licensed pursuant to the terms and conditions of such written license agreement.
- 15.12. Remedies.** Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 15.13. Amendments.** EXCEPT WHERE PROHIBITED BY APPLICABLE LAW OR AS OTHERWISE AGREED IN THE ORDER FORM, CORFIX MAY UNILATERALLY AMEND THESE TERMS OF SERVICE, IN WHOLE OR IN PART (EACH, AN "AMENDMENT"), BY: (A) GIVING CUSTOMER PRIOR NOTICE OF SUCH AMENDMENT; OR (B) POSTING NOTICE OF SUCH AMENDMENT ON THE WEBSITE. UNLESS OTHERWISE INDICATED BY CORFIX ANY SUCH AMENDMENT WILL BECOME EFFECTIVE AS OF THE DATE THE NOTICE OF SUCH AMENDMENT IS PROVIDED TO CUSTOMER OR IS POSTED ON THE WEBSITE (WHICHEVER IS THE EARLIER).
- 15.14. Language of Agreement.** Each party hereby confirms that they have requested that this Agreement and all related documents be drafted in English. Any translation hereof has been provided for information purposes only and does not have any legal value nor create any contractual relationship between the parties.



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EXHIBIT A

Service Level and Support Agreement (SLA)

A.1. Corfix Service Uptime

The Corfix Services will be available for use by Customer no less than 99.7% as measured on a calendar monthly basis (the **"Service Availability"**). This Service Availability excludes (a) scheduled maintenance typically performed during the hours of 10pm to 6am EST, beginning Friday evening, and typically lasting no more than two (2) hours, with seven (7) days prior notice via email; (b) emergency or unscheduled maintenance of up to 120 minutes per calendar month, with reasonable advance notice, when possible; (c) Force Majeure events; (d) any upgrades required by the occurrence of any events outside of Corfix's control; (e) interruptions in third party networks that prevent internet users from accessing the service, interruptions in utility service, acts outside of Corfix's reasonable control, (f) malicious attacks on the Services, (g) issues associated with Customer's network or equipment, or (h) Customer's lack of availability to respond to incidents that require Customer's participation.

If availability is less than 99.7% for three (3) consecutive calendar months, Customer may terminate the Agreement without penalty and Corfix will issue a refund of any unused, prepaid fees for the remainder of the unexpired Subscription Term to Customer. The foregoing is Customer's sole and exclusive remedy for Corfix's failure to meet the Service Availability targets.

A.2. Corfix Support Details

A.2.1. Support.

Support shall be made available via phone, email, chat, or ticketing system, and shall include the following:

- Receiving and acknowledging reported issues or questions related to the Corfix Services (**"Support Requests"**);
- Reproducing, characterizing, and analyzing the reported issue to determine root cause and impact;
- Providing technical assistance, workarounds, or fixes using commercially reasonable efforts; and
- Communicating progress and resolution status to Customer.

Corfix shall use commercially reasonable efforts to resolve Support Requests based on severity and impact, but does not guarantee resolution times.

In order to receive Support, Customer will (a) cooperate with Corfix as required; (b) provide Corfix with all necessary information and resources, including information for Corfix to investigate or replicate the Issue; and (c) promptly implement the corrective procedures, updates or workarounds provided by Corfix. Corfix shall not be responsible for the disruptions to or failures of the Service to the extent caused by Customer's or Customer's failure to timely provide or implement the foregoing.

A.2.2. Correction of Defects.

Corfix shall diagnose each Support Request and provide Customer with an action plan to resolve such defect; and Corfix will report periodic progress to Customer and will provide a resolution of the defect based upon the below table that defines Severity Level. Corfix, acting reasonably, will assign the Severity Level of the defect. Corfix and Customer may discuss and update the severity and priority level of a defect as necessary.



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A.2.3. Severity Levels

The table below provides a summary of the different severity levels for a Support Request. Corfix will provide support for its platform and product features in accordance with the severity of the issue. Upon submission of the Support Request Corfix will investigate the incident and provide Customer with a severity assessment. Corfix will assign the Severity Level of the defect at its reasonable discretion. Corfix and Customer may discuss and update the severity level of a defect as necessary.

Severity Level	Definition
Urgent	Major service disruption. No workaround exists. Issues that significantly impact the performance and functionality of all major functions of the Corfix Services causing severe disruption to Customer's use of the Corfix Services.
High	Key functionality impaired. A temporary workaround available. Issues that significantly impact the performance and functionality of a key function of the Corfix Services that causes significant disruption of Customer's use of the Corfix Services.
Medium	Moderate impact. Reasonable workaround available. Issues that significantly impact the performance and functionality of a function of the Corfix Services that causes some degradation in Customer's use of the Corfix Services.
Low	Minor impact. Issues that are minor, cosmetic, related to usability or documentation, or general product feature/function queries.

A.2.4. Support Response Times.

Based on the Severity Level, Corfix will provide Customer with a response to each incident in accordance with the applicable Corfix Support service plan as set forth in the table below.

Support Plan & Hours		Response Times			
Support Plan	Support Hours	Urgent	High	Medium	Low
Standard (Included with all Subscriptions)	6:00 am to 6:00 pm EST (Mon-Fri)	1 Hour	4 Hours	8 Hours	3 Days



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EXHIBIT B Onboarding Services and Pricing

B.1. Scope of Onboarding Services

During the Onboarding Period, Corfix will provide the following services:

1. **Portal Set-Up** - Initial configuration of the Corfix Services, conducted in collaboration with Customer and limited to the new modules purchased by Customer as specified in the applicable Order Form. Corfix will provide guidance, best practices, and support to assist Customer in configuring the applicable modules, which may include, but are not limited to: Health and Safety, Scheduling, and Timekeeping.
2. **Form Creation (Custom Templates)** - Upload of up to the agreed number of custom templates, defined as a recreation of Customer's form(s), whether provided as a digital file or as a digital version extracted from existing software. One (1) cumulative edit request shall be permitted within five (5) business days of upload. This edit request must consolidate all desired changes into a single submission. All subsequent edits must be completed by Customer or may be requested from Corfix for an additional fee, at the discretion of Corfix, based on the hourly rates set out below.
3. **Admin Training** - One (1) administrative training session per module or integration.
4. **Mobile Training** - One (1) mobile user training session.
5. **Post-Launch Support** - One (1) post-launch meeting will be provided following implementation. This session will be delivered live and is intended to review system adoption, address any initial issues or questions, and ensure that the solution is operating as intended. Corfix may, at its discretion, provide additional guidance, materials, or follow-up recommendations to support successful client adoption.

B.2. Customer Responsibilities

Customer acknowledges and agrees that successful onboarding requires active participation. Specifically, Customer must:

- Provide required forms and related information in a timely manner;
- Upload Customer data necessary for system configuration;
- Actively participate in the configuration of the Corfix platform;
- Attend scheduled training sessions; and
- Submit all desired template edits as a single consolidated request within five (5) business days of template upload.

Delays caused by Customer may affect the completion timeline but will not extend the forty-five (45) day Onboarding Period.



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B.3. Additional Services

Any services requested beyond the scope of this Exhibit B, including but not limited to:

- Additional template creation;
- Additional or subsequent edit requests; or
- Additional training sessions,

shall be deemed outside of the included Onboarding Services and may be subject to additional fees based on the hourly rates set out below.

B.4. Transition to Customer Success

Upon completion of the Onboarding Services, Customer will be transitioned to Corfix's customer success team for ongoing account support as further outlined in Exhibit A.

B.5. Onboarding Services Rates

Onboarding Services - Portal Set-Up - Training - Form Creation and Assistance	\$125/hour
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