

SUSTAINABILITY IN ENERGY MICRO-CREDENTIAL® PROGRAM COURSE TERMS AND CONDITIONS OF SERVICE

Effective Date: June 29, 2026

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BY CHOOSING TO ACCEPT THE COURSE T&C YOU BECOME AN "AUTHORIZED USER" AND YOU AGREE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

2. Definitions.

2.1. "Course" means any particular training or seminar component of the Sustainability In Energy Micro-Credential Program made available on Site.

2.2. "Course Content" means each Course, and all of the content it contains, or may in the future contain, including but not limited to text, content, photographs, video, audio and graphics, goods, designs, information, applications, software, music, audio files, articles, directories, guides, photographs as well as the trademarks, service marks, trade names, trade dress, copyrights, logos, domain names, code, patents and all Digital Publications; and/or any other form of intellectual property.

2.3. "Digital Publication" means any digital publications of Geologic, DOB Media, or Evaluate Energy, Ltd. to which you have been granted access as part of this Course. Digital Publications are accessed through websites owned and operated by Geologic which are deemed part of the Site.

2.4. "Materials" means any programs, services, tools, information, or other materials, including Digital Publications, made available on the Site.

2.5. "Service" means the portion of the Site which enables an You to identify and enrol in Courses.

2.6. "Supplier" means any third party who provides or licenses to Geologic any programs, services, tools, materials, or information used in the provision of Site.

3. Site Access, Authorized User Access Rights

3.1. Site is provided by Geologic, and is made available to an Authorized User.

3.2. Each Authorized User is granted access to the Site conditioned on Authorized User's continued compliance with the terms and conditions of the Course T&C.

3.3. Access to Site is controlled by the use of Your Site login name and a password ("Authorized User Credentials"). Geologic reserves to right to review and terminate any Authorized User account at Geologic's sole discretion.

3.4. In addition, Geologic reserves the right at any time to terminate Your Site access for any conduct, that Geologic, in its sole discretion, believes is in violation of any applicable law (including, without limitation, any reasonable belief of fraudulent or unlawful activity) or is harmful to the interests of another user, a third-party provider, a service provider, or Geologic (including, without limitation, actions or omissions that violate any term or condition of the Course T&C) in order to protect its name and goodwill, its business, and/or other Authorized Users.

3.5. Any Authorized User account Termination will be effective without notice.

4. Sustainability In Energy Micro-Credential Program Enrolment Terms and Conditions

4.1. Enrolment. To confirm Your enrolment You agree to the terms of this Agreement as part of the process to enable your Course login account, and upon Your acceptance of this Agreement (the "Enrolment Date") You will become an Authorized User enrolled in the Course (the "Enrolled Course").

4.2. Cancellation. We recognize that demands on your time may cause a change to your plans to attend one of our Courses. You may cancel your Course at any time.

5. Access Grant and Permitted Use

5.1. Right To Access Site. Geologic grants to You a revocable, limited, non-exclusive, royalty-free, non-transferable right to use the Site strictly in accordance with this Course T&C. The foregoing right is limited. You do not acquire any rights or licenses in or to the Site, other than the limited right to utilize the Site in accordance with this Course T&C. All right, title and interest in and to the Site and any programs, services, tools, materials, information, or Courses made available through or from the Site shall remain the exclusive property of Geologic and its respective Suppliers.

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5.3. Authorized User Permitted Use of Course. This Course T&C permits You to use and access for personal or business purposes only the Enrolled Course (i) on a single laptop, workstation, computer or other electronic device capable of, and meeting the technical

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6. Course Term and Termination.

The term of this Agreement will begin on the Enrolment Date and will continue until one of the following occurs: (i) twelve (12) months after enrolment if you have not completed the Course in that time, or (ii) six (6) months after your completion of the Course, or (iii) upon the date of your cancellation of the Course, or (iv) We terminate your account (the “Term”). At the end of the Term the grant of access and right to use the Course shall terminate and You will no longer have access to the Enrolled Course. The grant of license to all such Course Content and Digital Publications shall be terminated at that time.

7. Limitations on Access and Use

7.1. Nothing contained in the Course T&C or on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use the Course Content in any manner without the prior written consent of Geologic or such third party that may own the intellectual property contained in the Course. For the avoidance of doubt, Permitted Use as defined in Articles 5.2 and 5.3 does not include the right to, and You may not:

7.1.1. offer any part of the Course for sale or distribute it over any other medium including but not limited to over the-air television or radio broadcast, a computer network or hyperlink framing on the internet; or

7.1.2. use the Course Content to construct a database of any kind. Nor may the Course Content be stored (in its entirety or in any part) in databases for access by You or any third party or to distribute any database services containing all or part of the Course Content. You may not use any data extracted from the Course Content in any way to improve the quality of any data sold or contributed by you to any third party; or

7.1.3. use, transfer, distribute, or dispose of any information contained in the Course Content in any manner to compete with or disrupt the business of Geologic or any of its Suppliers, or to develop products that compete with the Course; or

7.1.4. use the whole or a substantial part of the Digital Publication or Materials to produce reports, documents, works of authorship or written materials (“Derivatives”) for the purpose of archiving, copying or storing the Digital Publication for use following the termination of this Agreement. Derivatives will be considered to be a substantial amount if that amount has independent commercial value or could be used as a substitute for any service provided by Geologic or is marketed by Geologic; or

7.1.5. assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Digital Publication or the Extracts; or

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7.2.2. use the Site in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact Geologic or its Suppliers.

7.3. You acknowledge and agree that You do not hereunder acquire any right to source code or Course Content and in no circumstance will Geologic be required to supply source code or Course Content to You.

7.4. You may not use any of the trademarks, trade names, service marks, copyrights, or logos of Geologic in any manner which creates the impression that such items belong to or are associated with You or are used with Geologic consent, and You acknowledge that You have no ownership rights in and to any of such items.

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8.3. **No Transfer of Intellectual Property.** You do not acquire any rights or licenses in or to the Course or Course Content or any Digital Publication, other than the limited right to utilize the Courses in accordance with the Course T&C. Should You choose to download Course Content, You must do so in accordance with the Course T&Cs. Such download is made available to You by Geologic and the Supplier only for Your own personal, non-commercial use in accordance with the Course T&C and does not transfer any other rights to You.

9. Security Obligations of Authorized User

9.1. Only You may use Your Authorized User Credentials. You must keep Your Credentials confidential and not authorize any third party to access or use the Site on Your behalf. You also agree not to use another Authorized User's user name and password. You must contact Geologic immediately if You suspect misuse of Your Credentials or any security breach in the Site. You are responsible for all activity that takes place with Your Authorized User Credentials.

9.2. You agree that You shall:

- 9.2.1. hold the Site in confidence and implement security measures to ensure there is no unauthorized Disclosure of the Site; and
- 9.2.2. change Your Authorized User Credentials when requested by Geologic; and
- 9.2.3. Geologic cannot and will not be liable for any loss or damage arising from Your failure to comply with these obligations; and
- 9.2.4. Geologic reserves the right to delete or change (with notice) a user name or password at any time and for any reason.

10. Additional Obligations

10.1. For the avoidance of doubt, You will not (a) use the Site to operate a service or business; or (b) use, transfer, distribute, or dispose of any information contained in the Site in any manner to compete with or disrupt the business of Geologic or any of its Suppliers, or to develop products that compete with Site; (c) or link any Third Party site to the Site to prepare any derivative works from the Site; or (d) use any means to alter, disassemble, decompile, modify or reverse engineer any of the Site; (e) or modify the Site so as to defeat the Security of the Site; (f) or use any automatic or manual method to access, acquire, copy, or monitor any portion of the Site; (g) or attempt to gain unauthorized access to any portion or feature of the Site, including, without limitation, the account of any other Site user(s), or any other systems or networks connected to the Site or to any Geologic server or to any of the services offered on or through the Site, by hacking, password "mining," or any other illegitimate or prohibited means; or (h) use any device, software, or routine to interfere with the proper working of the Site or any transaction conducted on the Site, or with any other person's use of the Site; or (i) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Geologic's systems or networks or any systems or networks connected to the Site; or (j) probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site; or (k) use the Site to harvest or collect e-mail addresses or other contact information; or (l) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise Your identity or the origin of any message or transmittal You send to Geologic on or through the Site; or (m) reverse look-up, trace, or seek to trace any information on any other visitor to the Site; or (n) use the Site in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact Geologic or its Suppliers.

10.2. You may not use any of the trademarks, trade names, service marks, copyrights, or logos of Geologic in any manner which creates the impression that such items belong to or are associated with You or are used with Geologic consent, and You acknowledge that You have no ownership rights in and to any of such items.

11. Security; Unauthorized Use

11.1. **Security.** Geologic and its Suppliers shall maintain industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Site. Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution. Geologic reserves the right to view, monitor, and record activity on the Site without notice or permission from You, including, without limitation, by archiving notices or communications sent by You through the Site. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Site as well as to disclosures required by or under applicable law or related government agency actions. Geologic will also comply with all court orders involving requests for such information. In addition to the foregoing, Geologic reserves the right, at any time and without notice, to modify, suspend, terminate, or interrupt operation of or access to the Site, or any portion of the Site, in order to protect the Site, Geologic, or Geologic's business.

11.2. **Unauthorized Use.** Any unauthorized or prohibited use may subject the offender to civil liability and criminal prosecution under applicable national or provincial laws. In addition to any other remedies available to Geologic hereunder, at law or in equity, if Geologic determines that You have allowed or committed access in violation of these Course T&C, then Geologic may halt access to the Site.

12. Privacy and Data Protection.

12.1. You understand, acknowledge, and agree that the operation of the Site requires that you submit certain personal identifying information ("Personal Data"), which we will use to enable us to provide the service. Accordingly, if You wish to access and use the service or materials of the Site, You acknowledge and agree that Your acceptance of the Course T&C and use of the Site will constitute your explicit acceptance of Geologic's personal identifying information collection and use practices. Our protection and use of this Personal Data is covered within our Privacy Policy located here. We collect and process Your Personal Data when You or Your employer knowingly provides it to us, such as Your:

- Name
- Email Address
- Company Name
- Work Phone number
- Course Enrolment and Results

12.2. You understand, acknowledge, and agree that as a condition of the Government of Canada funding of this Course We may request additional Personal Data to be provided to the Government of Canada on a voluntary basis. Any such request contemplated under this Article 10.2 shall be governed solely by the terms and conditions associated with such request.

12.3. We also collect usage data in the form of server and firewall logs, for product performance monitoring, or product improvement, or internal research and development. We may create derivatives of the usage data and may disclose such derivatives only in aggregated form to third parties provided that this derivative does not identify any party or that party's business interests and in no way identifies individual, natural persons.

13. Disclaimers; Limitations on Liability

13.1. Disclaimer. You agree that your use of the Course and Course Content is at your sole risk and acknowledge that the Course and Course Content and anything contained within the Course and Course Content, are provided "as is" and "as available", and that Geologic makes no warranty of any kind, express or implied, as to the Course and Course Content, including, but not limited to, merchantability, non-infringement, title, or fitness for a particular purpose or use or those arising by statute or otherwise in law from a course of dealing or usage of trade. Geologic does not warrant that the availability of or the functionality of the Course and Course Content will be uninterrupted or error-free, that defects will be corrected, or that the Site or the server that makes it available are free of viruses or other harmful components or that the Site, the Course and Course Content or server do not violate any patent or other Intellectual Property Rights of any person or entity. Geologic does not warrant or make any representations regarding the use or the results of the use of the Course and Course Content in terms of their correctness, accuracy, reliability, or otherwise. Geologic does not warrant that the Course and Course Content are compatible with your equipment or that the Course and Course Content, or any communication sent by Geologic or its representative, is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and Geologic is not liable for any damage you may suffer as a result of such destructive features. You (and not Geologic) assume the entire cost of all necessary servicing, repair, or correction.

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13.4. Limitation on Liability. You expressly absolve and release Geologic from any claim of harm resulting from a cause beyond Geologic's control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. You (and not Geologic) assume the entire cost of all necessary servicing, repair, or correction of Your equipment. Under no circumstances, including but not limited to negligence, shall Geologic, its parents, affiliates, subsidiaries, suppliers, agents, directors, officers, employees, representatives, successors, licensors or assigns be liable to You or any third person for damages of any kind, whether based in tort, contract, strict liability or otherwise, including, without limitation, any direct, indirect, incidental, consequential, special, punitive, or exemplary damages even if Geologic has been advised specifically of the possibility of such damages, arising in any way from or in connection with this site, the service, use of or inability to use the service or any links or items on the service or any provision of the Course T&C, such as, but not limited to, loss of revenue or anticipated profits or lost business. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages. In no event shall Geologic's total liability to You for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the amount paid by You to Geologic in connection with the subject matter of the particular dispute within the previous six-month period before the claim for such damage, loss or cause of action arose.

14. Indemnification.

14.1. Customer Indemnification. You shall defend Geologic against any claim, demand, suit, governmental action or proceeding (a “Claim”) made or brought against Geologic by a third party arising out of or in connection with (i) Your use of the Course or the Site in violation of this Agreement or any applicable law, (ii) any Content posted, uploaded, distributed, transmitted or disseminated by You via the Site, or (iii) a dispute between You and any other Authorized User, and shall indemnify Geologic for any damages, fines, attorney fees and costs incurred against Geologic as a result of, or for any amounts paid by Geologic under a court-approved settlement of such Claim.

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14.3. Indemnification Exclusions. Geologic shall have no obligation under this Section or otherwise to the extent that an IP Claim or other Claim is based on or arises from (a) Your or an Authorized Users' content; (b) a modification of the Site not made or provided by Geologic, (c) Your or an Authorized Users' use of the Site or in a manner contrary to the instructions given to You by Geologic or in breach of this Course T&C; or (d) Your use of the Site after notice of the alleged or actual infringement from Geologic or any appropriate authority.

14.4. Procedure. Each party's indemnification obligations in this Section are subject to (a) prompt notification of any such Claim (provided that the indemnified party's failure to provide reasonable written notice shall only relieve the indemnifying party of its indemnification obligations hereunder to the extent such failure materially limits or prejudices the indemnifying party's ability to defend or

settle such claim); (b) the transfer of sole control of the defense and any related settlement negotiations to the indemnifying party (provided that the indemnifying party may not settle any Claim unless the settlement unconditionally releases the indemnified party of all liability); and (c) the indemnified party's reasonable cooperation in the defense of such claim.

14.5. **Exclusive Remedy.** This Section states Your sole and exclusive rights and remedies, and Geologic's entire obligation, responsibility and liability, for infringement or claims alleging infringement.

15. Miscellaneous

15.1. **Changes to the service.** Geologic may, without advance notice to You, change the Site or add or delete features at any time for any reason.

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15.3. **Injunctive Relief.** You acknowledge and agree that any breach of any of this Course T&C by You would cause irreparable harm to Geologic and the Suppliers for which damages would not be an adequate remedy. You, therefore, agree that, in the case of any breach or threatened breach by You of any of the terms and conditions of this Course T&C in any manner, including any use or Disclosure of the Course or Course Content in violation of this Course T&C, each of Geologic and the Suppliers will, in addition to all other remedies available to Geologic or such Suppliers, be entitled to an injunction or other equitable relief to remedy any such breach or threatened breach of this Course T&C or the continuation thereof, without posting a bond and without proof of actual damages or proof that damages would not be an adequate remedy.

15.4. **Assignment.** Your acceptance of these Terms of Service are personal to You and shall not be transferred to or assigned by You. Geologic may at any time assign its rights under this Course T&C or delegate, sub-let or sub-contract its rights and obligations under this Course T&C to another company which is (a) an Affiliate of Geologic or (b) a successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or substantially all of Geologic's business to which this Course T&C relates.

15.5. **Force Majeure.** Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for failure or delay in performing its obligations hereunder (other than an obligation to make payments) if such failure or delay is due to circumstances beyond the Party's reasonable control (including without limitation, acts of any governmental body or failure of the software or equipment of third parties, any failure of any third party to provide services in relation to the Internet, strike, lockout or other industrial action, act of God, war or threat of war, terrorist action, pandemic disease, accidental or malicious damage).

15.6. **Governing Law; International Users.** These Terms of Service are governed by the laws of the Province of Alberta. Users irrevocably consent to the exclusive jurisdiction and venue of the courts in the province of Alberta in any action or proceeding arising out of or relating to access to the site and use of any of the Products and these Terms of Service. Site is controlled, operated and administered by Geologic from our offices within Canada. If You access Site from a location outside Canada, You are responsible for compliance with all local laws. You agree that You will not use or access The Site from or in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

15.7. **Survival.** Your obligations with respect to Geologic's Intellectual Property Rights, Ownership and the protection of all Course Content, Materials, and Digital Publications shall survive the termination of this Agreement.