

Terms and Conditions of Access and Use

This Agreement is entered into by and between:

Canadian Renewable Energy Association (“CanREA”), a not-for-profit association incorporated under the laws of Canada, headquartered in **Ottawa, Ontario**, and operating across Canada,
and
User, as defined below.

Effective Date: Upon receipt of Access Fee by CanREA.

1. Definitions

- **“Access Fee”** means the one-time payment made by the User for the Reports;
- **“Confidential Information”** means any Reports and all content, data, analyses, forecasts, compilations, documents, or other materials contained therein or derived therefrom, in any form or medium (including written, digital, oral, or visual), that are created, authored, licensed, or otherwise made available by CanREA or Dunskey Energy + Climate Advisors on the Platform. Confidential Information includes both the substantive content of the Reports and any related information concerning the preparation, methodology, or insights underlying the Reports, whether or not expressly identified as confidential at the time of disclosure;
- **“Platform”** means any secure web-based portal, viewing platform, application, or other controlled-access environment provided by or on behalf of CanREA through which Reports may be accessed;
- **“Reports”** means any digital market intelligence, industry analyses, data sets, compilations, documents, or other materials, in any format or medium, that are owned by, licensed to, or otherwise made available by CanREA, whether directly or indirectly, through the Platform, and for which the applicable Access Fee for the specified Reports has been paid by the User;
- **“Subsidiaries”** refer to entities wholly owned or controlled by the User; and
- **“User”** refers to any individual, corporation, partnership, utility, government entity, agency, non-profit organization, academic institution, or other legal entity that has remitted payment of the Access Fee to CanREA to access the specified Reports. For greater certainty, anything herein which applies to a User applies equally to its Subsidiaries.

2. Grant of License

Subject to the terms herein and upon full payment of the Access Fee, CanREA grants the User a **non-exclusive, non-transferable, revocable license** to access and view the specified Reports via the Platform for internal use only, within the User’s legal entity and its Subsidiaries.

CanREA reserves the right, at any time and without prior notice, to update, amend, revise, or otherwise modify the content, format, design, or scope of the Reports or the Platform. Such changes shall not affect the validity or enforceability of this Agreement, provided that they do not materially diminish the

User's ability to access the Reports for which an Access Fee has been paid. CanREA also reserves the right to make adjustments to the functionality, features, or hosting arrangements of the Platform, including maintenance, upgrades, or migration to a different service provider, and any such maintenance, upgrades, or migration shall not affect the validity or enforceability of this Agreement.

3. Restrictions on Use

The User expressly agrees:

- Not to download, copy, reproduce, distribute, transmit, or otherwise disseminate the Reports or any portion thereof **without the prior written and express permission of CanREA**. The Reports and Platform must not be accessed, monitored, extracted, or copied, whether manually or through the use of robots, spiders, scraping tools, or any other automated or mechanical process.
- Not to disclose or share the Reports or their contents with any third party outside the User's legal entity and its Subsidiaries **without the prior written and express permission of CanREA**.
- Not to use the Reports for commercial resale, sublicensing, public dissemination, or any purpose beyond internal strategic, operational, or analytical use.
- To implement reasonable safeguards to prevent unauthorized access, including but not limited to access controls, confidentiality protocols, and employee or user training.
- To notify CanREA in writing without undue delay and, in any event, no later than twenty-four (24) hours after becoming aware of any actual or suspected unauthorized access to the Reports, the Platform, or the User's systems that could compromise the confidentiality, integrity, or availability of the Reports.

4. Access, Delivery and Payment

- Access to the Reports is granted upon full payment of the Access Fee.
- CanREA will use commercially reasonable efforts to deliver the Reports in a timely manner.
- CanREA shall not be liable for any delay, interruption, or failure in the online delivery or availability of the Reports if such delay, interruption, or failure results from force majeure events, including but not limited to, internet or network outages, denial-of-service attacks, failures or delays of third-party hosting or cloud service providers, software or platform malfunctions, government action, changes in applicable law or regulation, or any other circumstances beyond CanREA's reasonable control.
- Access to the Reports is granted for the duration of this Agreement, unless earlier terminated pursuant to Section 8.
- Subject to Section 11, no refunds shall be issued under any circumstances.

- The User expressly acknowledges and agrees that neither CanREA nor Dunskey Energy + Climate Advisors shall have any liability whatsoever for any Platform outages, interruptions, delays, errors, or other technical issues of any kind in connection with the Platform's provision of, or the User's access to, the Reports, whether or not foreseeable, and whether or not caused in whole or in part by third party service providers, internet or network failures, acts or omissions of any third party, or any other causes beyond the sole and direct control of CanREA. For clarity, nothing in this Section 4 shall expand the liability of CanREA beyond the limitation of liability set forth in Section 11, which applies in full to this provision.

5. Intellectual Property

All intellectual property rights in the Reports remain the exclusive property of CanREA and Dunskey Energy + Climate Advisors. The User acquires no ownership rights and shall not claim or imply any proprietary interest in the Reports.

6. Confidentiality

The User shall treat the Reports and their contents as Confidential Information and shall not disclose Confidential Information to any party outside its legal entity and Subsidiaries. This obligation shall indefinitely survive termination of this Agreement.

7. Compliance and Enforcement

In the event of breach of this Agreement, CanREA reserves the right to:

- Immediately revoke access to the Reports;
- Seek financial compensation for damages incurred;
- Pursue injunctive relief or other remedies available under law; and
- Recover reasonable legal fees and costs associated with enforcement.

8. Termination

CanREA may, in its sole and absolute discretion, immediately terminate this Agreement and revoke, suspend, or otherwise restrict the User's access to the Reports if the User breaches, or CanREA reasonably suspects the User has breached, any provision of this Agreement. Termination or revocation under this provision shall be without prejudice to, and shall not limit or affect in any way, any rights, remedies, claims, or causes of action that CanREA may have, whether arising prior to, on, or after the date of termination, all of which are expressly reserved.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

10. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be addressed by CanREA and the User through good faith discussions in an effort to resolve the matter without formal proceedings. If the dispute is not resolved within a reasonable period of time, it shall be finally resolved by **binding arbitration** in Toronto, Ontario, Canada, pursuant to the Arbitration Act, 1991 (Ontario). Each party shall bear its own costs unless otherwise determined by the arbitrator.

11. Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, CanREA and Dunskey Energy + Climate Advisors shall not be liable for any indirect, incidental, special, or consequential damages arising from the use of, or inability to use, the Reports, even if advised of the possibility of such damages.

Notwithstanding anything to the contrary in this Agreement, the total aggregate liability of CanREA and Dunskey Energy + Climate Advisors for any and all claims, losses, damages, liabilities, costs, or expenses of any kind, whether direct, indirect, incidental, special, consequential, or otherwise, arising out of or relating to the Reports or the Platform shall in no event exceed the amount actually paid by the User for the Reports giving rise to the claim.

12. No Representations or Warranties

The information, data, and conclusions provided in the Reports are for informational purposes only and are provided "as is," without any representations, warranties, or guarantees of any kind, whether express or implied. The User acknowledges that the information in the Reports may be incomplete or contain errors. The User further agrees that the Reports may not be relied upon for any purpose, including, without limitation, for making any investment, financial, or business decisions. The User assumes all risks associated with the use of any information contained in the Reports.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior communications, representations, or agreements, whether oral or written. No amendment shall be valid unless made in writing and signed by CanREA and the User.

14. Execution

This Agreement may be executed electronically or in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.