

COMPASS SERVICE AGREEMENT

Welcome to Compass!

These Terms and Agreement (this “**Agreement**”) affect your legal rights and responsibilities and create a legally binding contract between Compass Holdings Inc. and its subsidiaries (“**Compass**”, “**us**”, or “**we**”) and you or the legal entity you represent (“**you**” and “**your**”). Please read these terms and agreement carefully. If you do not agree with this agreement, you should not use the site or services. This Agreement governs your use of the Services, and it is effective between you and us on the date you accept this Agreement. (“Effective Date”). We recommend you print and keep a copy of the Agreement for your reference.

“**Affiliate**” means, with respect to a party, any entity, whether incorporated or not, that directly or indirectly controls, is controlled by, or is under common control with such party or its corporate parent, where “control” (or variants of it) shall mean the ability (whether directly or indirectly) to direct the affairs of another by means of ownership, contract or otherwise.

“**Business Day**” means a day other than Saturday or Sunday or a day on which banks are not open for business, in the United States or Canada.

“**Compass Confidential Information**” shall have the meaning set forth in Section 4.1.

“**Initial Term**” shall have the meaning set out in Section 8.1.

“**Intellectual Property**” means the right in and to any works (including computer programs), performances, discoveries, inventions, trademarks (including trade names), trade secrets, industrial designs, mask work and integrated circuit topographies.

“**Service**” shall mean access to the Compass system, which provides customers with access to outputs regarding subcontractors in the North American construction industry.

1. SERVICE AND LICENSE

1.1 Provision of Service. Compass shall make the Service available to Customer pursuant to this Agreement during the Initial Term. Customer's use of Service is not contingent upon the delivery of any future functionality or features. All Intellectual Property Rights in the Service not expressly granted to Customer hereunder are reserved by Compass and its licensors.

1.2 Customer Affiliates. Customer Affiliates may use subscriptions to the Service from Compass subject to the terms of this Agreement hereunder and Customer may permit its Affiliates to use the Service. This Agreement shall only apply to such Customer Affiliates operating in the same country and such Affiliates shall be deemed the "Customer" as contemplated herein.

1.3 License. Compass hereby grants to Customer and its Affiliates a non-exclusive, non-transferable and non-sublicensable license to use the Services during the Initial Term and in accordance with the provisions hereof.

2. USE OF THE SERVICE

2.1 Compass Responsibilities. Compass shall provide the Service to the Customer on the terms and conditions set out in this Agreement. Compass shall: (a) provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (b) provide basic support to Customer at no additional charge; and (c) comply with all applicable local, state, and federal laws in providing the Service.

2.2 Use Guidelines. Customer shall use the Service solely for its business purposes as contemplated by this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, except as contemplated by this Agreement; (b) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (c) attempt to gain unauthorized access to the Service or its related systems or networks.

3. PROPRIETARY RIGHTS

3.1 Compass Intellectual Property. Notwithstanding anything to the contrary set forth in this Agreement, Compass is and will be the sole and exclusive owner of all Intellectual Property in the Service (collectively, the "**Compass Intellectual Property**"). Nothing contained herein shall be deemed to grant Customer any ownership interest or title in and to the Compass Intellectual Property or prevent Compass from rendering services to third parties. Compass or its licensors will retain all right, title and interest in and to Compass Intellectual Property and Customer shall not at any time do or cause to be done, either directly or indirectly, any act or thing contesting any part of Compass's right, title and interest therein. Customer shall not (a) modify, copy or create derivative works based on the Services; (b) frame or mirror any content forming part of the Services; (c) reverse engineer the Services; or (d) access the Services in order to (i) build a competitive product or service, or (ii) copy any Compass Intellectual Property in the Services.

3.2 Publicity; Trademarks. Compass may include the name and logo of the Customer in lists (including on its website) of customers. In addition, Compass may use the trademarks and trade names of Customer solely in connection with its authorized provision of the Service. Except as set forth herein, neither party may use the trademarks and trade names of the other party without the prior written consent of the other party.

4. CONFIDENTIALITY

4.1 Compass Confidential Information. Compass confidential information (“**Compass Confidential Information**”) shall mean (i) the terms of this Agreement; (ii) if disclosed orally, such information that is designated as confidential at the time of disclosure to Customer by Compass; (iii) written information received from Compass by Customer or its representatives which relates to the fees charged hereunder; (iv) such information that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, provision of the Services, business and marketing plans, technology and technical information, product designs, and business processes. For the purposes of this Section 4.1, “Compass Confidential Information” shall not include information that Customer can establish: (a) was or becomes generally available to the public through no act or failure to act by Customer; (b) was already known by Customer at the time of receipt as evidenced by its competent written records in existence at the time of disclosure; (c) was provided to Customer by a third party not bound by an obligation of confidentiality, as a matter of right and without restriction on disclosure; or (d) was independently developed by Customer without access to Compass’s Confidential Information.

4.2 Customer’s Confidentiality Obligations. Customer agrees: (a) to hold all Compass Confidential Information in confidence by using the same degree of care to safeguard Compass Confidential Information as it uses to protect its own information of like character, but in no event less than a reasonable degree of care; (b) to limit disclosure of Compass Confidential Information to those who need to know and have access to the Compass Confidential Information for the purposes of or in connection with this Agreement; (c) Limit the disclosure of Compass Confidential Information that relates specifically to financial matters to those employees whose primary job responsibility is related to finance, insurance, and/or risk management; (d) not to directly or indirectly disclose any Compass Confidential Information to any third party unless and only to the extent required by applicable law (and following reasonable notice of such requirement to Compass), insurance policy requirements or as required through the use of industry standard software that has sufficient confidentiality protections; (e) to use Compass Confidential Information solely and exclusively in accordance with the terms of this Agreement; and (f) not remove or obscure proprietary rights notices that appear on Compass Confidential Information and copies thereof.

4.3 Compelled Disclosure. The requirements of Section 4.2 above shall not apply in respect of any Confidential Information that is compelled to be disclosed by an order of a court of competent jurisdiction or alternatively by an order of a governmental authority having jurisdiction, provided that the receiving party shall, to the extent it is not legally prohibited, promptly (and prior to any disclosure) provide notice to the disclosing party of any request to disclose Confidential Information so that the disclosing party has an opportunity to object to the production or disclosure of the requested information and request a protective order or other appropriate remedy from the relevant governmental authority. If such protective order or other remedy is not obtained or the disclosing party does not waive compliance with the provisions hereof, then the receiving party agrees to disclose only that portion of the Confidential Information which it is legally required to disclose. The receiving party shall provide, in a timely manner, all reasonable cooperation, assistance and information in its possession, custody or control as is necessary for the disclosing party to obtain a remedy against disclosure pursuant to any order, process or request described in this Section 4.3.

4.4 No Obligation. Nothing contained in this Article 4 shall be construed as obligating a party to disclose its confidential information to the other party or as granting to or conferring on

the other party any implied rights or licenses to its confidential information and any such obligation or grant shall only be as provided by other provisions of this Agreement.

4.5 Injunctive Relief. Each party agrees that the other party shall be entitled to seek injunctive relief to prevent breaches of the confidentiality and non-disclosure provisions hereof and to specifically enforce the provisions of said confidentiality and non-disclosure provisions in addition to any other remedy to which such party may be entitled at law or in equity.

4.6 Survival. The provisions of this Article 4 shall survive and remain in full force and effect for a period of seven (7) years or such greater period as may be required by applicable law following the expiry or termination of this Agreement.

4.7 Compass Confidentiality Obligations. The parties agree that Compass shall have the same confidentiality obligations set forth in this Article 4 with respect to Customer Data and any information specifically designated as “confidential” by Customer (collectively, “Customer Confidential Information”). Accordingly, Compass shall be obligated to (a) to hold all Customer Confidential Information in confidence by using the same degree of care to safeguard Customer Confidential Information as it uses to protect its own information of like character, but in no event less than a reasonable degree of care; (b) to limit disclosure of Customer Confidential Information to those who need to know and have access to the Customer Confidential Information for the purposes of or in connection with this Agreement; (c) Limit the disclosure of Customer Confidential Information that relates specifically to financial matters to those employees whose primary job responsibility is related to finance and/or risk management; (d) not to directly or indirectly disclose any Customer Confidential Information to any third party unless and only to the extent required by applicable law (and following reasonable notice of such requirement to Customer); (e) to use Customer Confidential Information solely and exclusively in accordance with the terms of this Agreement; and (f) not remove or obscure proprietary rights notices that appear on Customer Confidential Information and copies thereof. In addition, Compass shall be bound by the requirements of Section 4.3., above, with respect to compelled disclosure of Customer Confidential Information.

5. WARRANTIES & DISCLAIMERS

5.1 Mutual Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement; that the signatory hereto has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each party, enforceable in accordance with its terms.

5.2 Customer Warranties. Customer represents and warrants that: Customer will not use the Service in a manner that violates any applicable federal, state, or local law or regulation.

5.3 Compass Warranties. Compass covenants, represents and warrants that it shall:

5.3.1 make reasonable best efforts to ensure that the Service will be available 24 hours a day and 7 days a week, except for (i) scheduled downtime for maintenance, advanced notice will be provided if the duration exceeds thirty (30) minutes during business hours and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet

service provider failure or delay (iii) ensure that the functionality of the Service will not be materially decreased during the Subscription Term;

5.3.2 maintain internal information security practices, including, but not limited to, using appropriate firewall and antivirus software; maintaining said countermeasures, operating systems, and other applications with up-to-date current virus definitions and security patches; installing and operation security mechanisms in the manner in which they were intended that are designed to ensure Customer will not be impacted nor its operations disrupted; and permitting only authorized users access to systems and applications; and

5.3.3 use up-to-date anti-virus tools to remove known malicious functionalities from any email message or data transmitted to Customer that are designed to prevent the transmission of attacks on Customer via the network connections between Customer and Compass and to prevent unauthorized access to Customer systems or those of Customer's third party service providers via Compass's networks and access codes.

5.4 Disclaimer. EXCEPT AS PROVIDED IN THE AGREEMENT AND ANY SCHEDULES ATTACHED HERETO AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPASS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED WARRANTIES, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICE, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY COMPASS.

6. INDEMNIFICATION

6.1 Intellectual Property Indemnification. Compass shall defend, indemnify and hold Customer its officers, directors, employees, representatives, agents and assignees harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits or proceedings ("**Claims**") made or brought against Customer by a third party alleging that Customer's use of the Service within the scope of this Agreement infringes the intellectual property rights of such third party; *provided, however*, that Compass shall have no such indemnification obligation to the extent such infringement: (a) relates to use of the Service in combination with other software, data products, processes, or materials not provided or recommended by Compass and the infringement would not have occurred but for the combination; (b) arises from or relates to modifications to the Service not made, recommended or authorized by Compass; or (c) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by Compass.

6.2 Procedure. As an express condition to the indemnifying party's obligation under this Section 6, the party seeking indemnification must: (a) promptly notify the indemnifying party in writing of the applicable Claim for which indemnification is sought after it has actual knowledge of the claim; and (b) provide the indemnifying party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim at indemnifying party's expense. The indemnifying party may select counsel for defense of the Claim and direct

the course of any litigation or other disputed proceedings concerning the Claim. The indemnified party may select its own counsel and direct its own defense of a Claim if it chooses to do so, but it must bear the costs of its own counsel and any activities in any disputed proceeding conducted by counsel of its choosing, the indemnifying party, in the defense of any claim or litigation, shall not, except with the written consent of the indemnified party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to the indemnified party of a release from all liability and blame with respect to the claim or litigation. Indemnified Party shall have the right at all times to accept or reject any offer to settle any Claim or litigation against it.

7. LIMITATIONS

7.1 Limitation of Liability. EXCEPT AS SET FORTH IN THE FOLLOWING TWO SENTENCES, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER HEREUNDER. NOTWITHSTANDING THE FOREGOING, A PARTY'S AGGREGATE LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD SHALL NOT BE SUBJECT TO THE MONETARY CAP ON LIABILITY.

7.2 Exclusion of Consequential and Related Damages. OTHER THAN FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM & TERMINATION

8.1 Term of Agreement. This Agreement shall commence on the Effective Date and continue in effect to August 31, 2025 (the "**Initial Term**"). Customer may terminate the Agreement at any time with 10 days written notice. Agreement will terminate upon August 31, 2025, unless Customer enters into a new Agreement prior to the end of the Initial Term.

8.2 Termination for Cause. A party may terminate this Agreement for cause: (a) upon 10 days' written notice of a breach to the other party if such breach remains uncured at the expiration of such period; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Compass shall refund Customer any prepaid fees covering the remainder of the Subscription Term after the date of termination. Upon any termination for cause by Compass, Customer shall remain obligated to pay any fees accrued or payable to Compass prior to the effective date of termination, all of which fees shall become immediately due and payable in full.

8.3 Surviving Provisions. Articles 3, 4, 6, 7 and Sections 9.1 and 9.7 shall survive any termination or expiration of this Agreement.

9. GENERAL PROVISIONS.

9.1 Non-Competition. The Customer agrees that it shall not, and shall ensure that its Affiliates do not, without the prior written consent of Compass, during the Terms and for a period of two (2) years thereafter (the "**Non-Competition Period**"), either individually or in partnership or jointly or in conjunction with each other or any person to create a product that competes with the Service. Nothing contained herein will in any way prevent or interfere with Customer's right to utilize the services of a third party that provides similar services.

9.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

9.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

9.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. 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.

9.5 Severability. If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition (a) shall be deemed to be independent of the remainder of the Agreement and severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Agreement or any part thereof; and (b) shall continue to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to which it has been held or rendered invalid, unenforceable or illegal.

9.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. For greater certainty, Compass may assign this Agreement in its entirety, without Customer's consent, to any Affiliate of Compass. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section 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.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the laws of the United States applicable therein. The parties hereby irrevocably adorn to the jurisdiction of the courts of the State of Delaware. The provisions of this Section 9.7 shall survive and remain in full force and effect following any termination or expiry of this Agreement.