

STANDARD TERMS AND CONDITIONS, revised January 1st, 2024

These terms and conditions form an integral part of the Aris Building Technologies (referred to herein as "Aris ") Proposal. The Proposal containing the proposed "Scope of Work", together with these terms and conditions, are collectively referred to as the "Agreement".

Article 1: General

1.1(a) The Agreement, when accepted in writing by the Client and Aris shall constitute the entire, complete and exclusive agreement between the parties relating to the services specified in the Agreement ("Services") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Agreement. The Agreement and any rights or obligations there under may not be assigned by either party without the advance written consent of the other, with the exception that Aris may assign all or part of the Services to the related engineering company known as Mann Engineering ("Mann") at any time without notice to the Client.

(b) The terms and conditions of this Agreement shall not be modified or rescinded except in writing, signed by a corporate officer of Aris. Aris 's performance under this Agreement is expressly conditioned on Client's assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to Aris by the Client.

(c) The terms and conditions set forth herein shall supersede, govern, and control any conflicting terms of the Proposal.

1.2 Annual service agreements shall automatically renew for successive one (1) year periods beginning on the anniversary date of the original term as set forth in the Proposal, unless stated otherwise in the Agreement.

1.3 Aris may terminate or amend this Agreement at any time by giving the other party at least thirty (30) days prior written notice of such amendments or intent not to renew.

1.4 If, during or within 90 days after the term of this Agreement, Client engages any Aris employee who has performed work under this or any other agreement between Client and Aris, Client shall pay Aris an amount equal to the employee's latest annual salary.

1.5 This Agreement shall be governed by and enforced in accordance with the laws of the Province of Ontario.

1.6 The Services shall be performed during Aris 's normal working hours, Monday through Friday inclusive, excluding holidays, unless otherwise set forth herein.

1.7 Client will at all times designate a contact person with authority to make decisions for Client regarding the Services. Client will provide Aris with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Service received from a person located at Client's premises will be deemed authorized by Client, and Aris will, in its discretion, act accordingly.

1.8 Aris will be permitted to control and/or operate all Equipment necessary to perform the Services and will be allowed to perform routine research and development on Client equipment at the expense of Aris.

1.9 Aris will not be required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the Proposal set forth in this Agreement. Any Client request to change the Proposal or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

1.10 If the Equipment is altered or moved by any person, including the Client, other than Aris or a person authorized by it, the Client shall immediately notify Aris in writing, and Aris reserves the right to perform a reacceptance test on, or if necessary a recommissioning of, the system at Client's expense.

1.11 After any of the following events, Aris will have no liability or obligation under this Agreement, whether relating to the testing, inspection, maintenance or operation of any Equipment, and may terminate or suspend services under this Agreement immediately upon giving notice to Client: Client fails to (a) authorize a reacceptance test or recommissioning that Aris deems necessary; (b) notify Aris of any modifications or changes to the Equipment per Section 1.10; (c) notify Aris of any conditions, malfunctions or changes; or (d) provide the access required.

1.12 Client agrees that the Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Agreement or any other related document and further waives all rights and protection given by Section 49 of the Law of Property Act of the Province of Alberta, as such legislation may be amended or replaced from time to time.

1.13 Client agrees that any carbon credits associated with this work will be the ownership of Aris unless agreed otherwise in writing.

1.14 Client agrees that Aris's obligations, liability and warranty under the Agreement are limited by the obligation of Aris to design and control the Clients buildings in order to provide the minimum required temperature, air flow and other parameters that may be specified by the Ontario Building Code ("OBC") or other applicable governing municipal, provincial or federal requirements. In the lack of such requirements, then the Aris design shall be deemed to be accepted by the Client. Any request by the client or his site staff to increase the temperature or other parameter above that specified by Aris or the OBC shall constitute a waiver by the Client of any performance guarantee offered by Aris in the Agreement.

1.15 In the event that the Client terminates this Agreement for any reason whatsoever but at a time when more than 50% of the Services are (a) completed by Aris or (b) invoiced by Aris, then the Client will be liable to pay the entire fee specified for the Services only conditional that Aris invoice the balance of the Services.

1.16 Aris has the right to modify any Aris design, drawing or specification at any time if Aris, in its exclusive capacity, determines that there is a defect that will impact the performance of the Services.

Article 2: Equipment Testing, Inspection and Maintenance

2.1 The Client represents that all Equipment is in satisfactory working condition. Except as set forth below, by the later of the first forty-five (45) days of this Agreement, the first scheduled operational inspection, or the first seasonal start-up, Aris will have inspected all the Equipment.

2.2 If Aris determines as a result of such inspection that any Equipment is in need of repair or replacement, the Client will be so notified and shall take corrective action within thirty (30) days, or such Equipment shall be automatically removed from coverage hereunder. Aris will not be liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the Equipment until it has been restored to an acceptable initial condition at Client's sole expense. Any services provided by Aris in the course of such restoration will be separately charged, on a time and materials basis, and not included in fees paid hereunder. If individual items of Equipment cannot, in Aris's sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, Aris may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under this Agreement and adjust the amounts to be paid hereunder accordingly.

2.3 If the Proposal provides for maintenance, any repairs and replacements of Equipment are limited to restoring the proper working condition of such Equipment. Aris will not be obligated to provide replacement Equipment that represents significant capital improvement compared to the original. Exchanged components become the property of Aris, except Hazardous Materials, which will under all circumstances remain the property and responsibility of Client.

Article 3: Charges, Fees and Invoices

3.1 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposal. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Client's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during Aris's normal working hours; and (c) Service performed on equipment not covered by this Agreement.

3.2 Invoices are due upon receipt or otherwise as may be set forth therein. If any payment is not received when due, Aris may deem Client to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation suspension or termination of Services and acceleration of payments. Any amount not paid within sixty (60) days of the date due shall accrue interest from the date due, until paid, at the rate of twenty-eight percent (28%) per annum. In the event of a dispute by Client regarding any portion or all of an invoiced amount, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Aris .

3.3 Client is responsible for paying any present or future sales, use, occupancy, goods and services, excise or other federal, provincial, or local tax due or owing as a result of this Agreement.

3.4 All extra work for the Proposal shall be billed using our Standard Billable Rates, available upon request.

3.5 All mileage is charged from Aris office located at 1110 Finch Avenue W, Toronto ON.

3.6 A minimum of 4 hours per worker may be charged for mobilization, prior to start of the Services.

Article 4: Allocation of Risk

4.1(a) Until one year from either the date hereof or the date the Equipment is installed, whichever first occurs, all equipment manufactured by Aris or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service. Labor for all Services under this Agreement is warranted for 90 days after the work is performed.

4.2(a) The limited warranties set forth in Section 4.1 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than Aris or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Aris 's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after Client has, or should have, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by Aris or not bearing Aris 's nameplate. However, Aris assigns to Client, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.

(b) Any claim under the limited warranty granted above must be made in writing to Aris within thirty (30) days after discovery of the claimed defect unless discovered directly by Aris . Such limited warranty only extends to Client and not to any subsequent owner of the Equipment. Client's sole and exclusive remedy for any Equipment or Services not conforming with this limited warranty is limited to, at Aris's option, (i) repair or replacement of defective components of covered Equipment, or (ii) performance of the defective portion of the Services, or (ii) to the extent previously paid, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.

(c) Aris shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Aris's warranty liability shall not exceed the purchase price of such item. Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

4.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. Aris MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF Aris .

4.4 Aris will indemnify Client from and against losses, claims, expenses and damages (including reasonable legal fees and expenses on both a solicitor and client basis) for personal injury or physical damage to property, but not loss of use of the property resulting from such damage or from damage to any work performed hereunder. Such indemnification shall be solely to the extent caused by or arising directly from Aris 's or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with its performance of Services hereunder. Aris 's obligations under this indemnity provision shall not extend to claims, losses, expenses and damages arising out of or in any way attributable to the negligence of Client or its agents, consultants or employees other than Aris . Aris 's liability to Client or any third party under this Section or otherwise under the Agreement is expressly limited to, and Aris shall not be liable other than for the direct losses, claims, expenses and damages arising as aforesaid. Aris shall in no event be responsible under this Agreement for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits and/or lost business opportunities, whether arising in warranty, late or non-delivery of any Equipment or Services, tort, contract or strict liability, and regardless of whether Aris has been advised of the possibility of such damages. Aris reserves the right to control the defense and settlement of any claim for which Aris has an obligation to indemnify hereunder. The parties acknowledge that the price for which Aris has agreed to perform its Services and obligations under this Agreement has been calculated based upon the foregoing limitations of liability, and that Aris has expressly relied on, and would not have entered into this Agreement but for, such limitations of liability.

Article 5: Environmental

5.1 Except as disclosed pursuant to Section 5.3, Client represents that there is no asbestos or any other hazardous or toxic materials, as defined in any applicable federal, provincial or local law, ordinance, rule, code or regulation relating to public health or safety or protection of the environment ("Hazardous Materials"), present at Client's locations where Services are performed. Aris will notify Client immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by Aris in reliance on Client's representations as set forth in this Section 5.1 The presence of Hazardous Materials constitutes a change in the Proposal equivalent to a change order whose terms must be agreed to by Aris before its obligations hereunder will continue.

5.2 Client shall be solely responsible for testing, abating, encapsulating, removing, remediating or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 5.1 above, Aris will continue to have the right to stop providing Services until the job site is free from Hazardous Materials. In such event, Aris will receive an equitable extension of time to complete its Services, and compensation for delays caused by Hazardous Materials remediation.

5.3 Client warrants that, prior to the execution of the Agreement, it has notified Aris in writing of any and all Hazardous Materials present, potentially present or likely to become present at Client's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or

maintained by federal, state, or local laws, regulations or ordinances.

5.4 Client hereby indemnifies and holds harmless Aris from and against any damages, losses, costs, liabilities or expenses arising from Client's breach of, or failure to perform its obligations under, Sections 5.1, 5.2 or 5.3 above.

Article 6: Client Responsibilities

6.1 Client will operate and maintain all Equipment in accordance with applicable manufacturer's specifications, including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by Client, including without limitation: (a) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (b) data lines, capacity and connectivity as required by such Equipment; and (c) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment. Failure to so operate the Equipment will allow Aris the exclusive right to terminate immediately any Service obligations Aris may have hereunder.

6.2 Client will promptly notify Aris of any unusual operating conditions, system malfunctions or building changes that may affect the Equipment or any Services.

6.3 Client will provide Aris with reasonable means of access to the Equipment and shall make any necessary provisions to reach the Equipment and peripheral devices. Client will be solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to such Equipment.

6.4 Client shall properly dispose of all ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, refrigerant and any other Hazardous Materials that at any time are present at Client's premises, in accordance with all applicable federal, state, and local laws, regulations, and ordinances. At no time and under no circumstances will Aris be responsible for any such removal or disposal and Client hereby indemnifies and holds Aris harmless from and against any liability or claim arising there from.

6.5 Client will, if applicable, provide and pay for an internet connection with static IP address in a mutually agreed upon location. All web based service Equipment will remain the property of Aris unless otherwise stated herein.

6.6 Client will allow Aris to provide scientific research, experimentation and development (SRED) on software or hardware installed by Aris in order to increase the efficiency or performance or any other technical improvement that may be identified by Aris. All costs of the SRED work including labor and materials shall be at the cost of Aris. To perform SRED, Aris reserves the right to change equipment or add monitoring equipment at no cost to the Client.

Article 7: Limitations of Maintenance or Service Obligations

7.1 Aris will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable, or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. Aris assumes no responsibility for any service performed on any Equipment other than by Aris or its agents.

7.2 Aris shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Client or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

7.3 Aris is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond its reasonable control.

7.4 Aris shall not be responsible for the removal or reinstallation of replacement valves, dampers, water flow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, Aris shall not be responsible for any venting or draining of systems.