

General Terms and Conditions of Contract for Provision of Materials and Equipment by Système d'Information Bâtiment Devisubox Inc.

Article 1. Definitions

Box: device provided by the Company to the Customer, able to capture digital photographs or video streams.

Purchase order: document issued by the Customer containing a reference number and which is included to form an integral part of the Quote.

Customer: customer of the Company that has accepted and signed a Quote for provision of Boxes.

Contract: Quote or Purchase order accepted and signed by the Customer.

Quote: commercial and technical offer for the provision of one or more Box(es) supplied by the Company to the Customer.

Date of first installation: effective date of installation of the first Box for a Customer site.

Box mounting devices: metal pieces (flanges, nuts, plates, etc.) to mount the Box on an existing support. A pole is not part of the mounting device.

Box location: place and support where the Box is mounted.

Third-party stakeholders: all of the stakeholders at the Site outside of the Company, directly or not directly related to the Customer.

Platform: online software suite of the Company and hosting servers for Customer data.

Viewpoint(s): location(s) and orientation of a Box to define a viewing angle to obtain a reference photograph and/or video.

Supplemental service: service not present in the Contract but which the Company must carry out and invoice in addition, considering the specific rules described in the General Terms and Conditions.

Local shots: photographs or video captured by the Box and stored on it. These photos are not sent to the platform. They are intended to be recovered during an on-Site visit.

Site: place where the capturing service of the Boxes is carried out.

Company: refers to Système d'Information Bâtiment Devisubox Inc.

Daily rate: amount invoiced for a day of service. This amount includes travel and lodging fees when the service takes place over an on-Site duration of less than forty-eight (48) hours.

Europe Zone: Metropolitan France, Corsica, Belgium, Switzerland, Spain, Italy, Germany, and Great Britain.

Article 2. Subject

The Company designs, manufactures, provides, and installs on Site Boxes able to capture digital photographs or video streams. These Boxes, dedicated to the monitoring of building sites, trigger shots made at the request of the Customer, with a simple click and/or in PLC mode based on rates according to time slots that can be programmed remotely. The rate specifies whether the photographs and/or videos must be transmitted in real time online or whether they must be stored locally in the Box, at the discretion of the Customer. The Boxes do not generally require any electrical connection and can operate independently with a solar panel and a telecom Internet connection. Therefore, they can be installed, without cabling constraints, on construction poles or on a surrounding existing building. The photographs and/or videos are intended to be used by the Customer for promotion or technical monitoring purposes, and not for surveillance of security of the Site. The Company also provides software adaptation, multimedia integration, and audiovisual production services. These services allow for the distribution of photographs and/or videos online and on all digital media. These General Terms and Conditions aim to define the Company's terms and conditions for service, as well as the terms and conditions for provision of the material supplied by the Company in support of its services provided.

Article 3. Services related to the Boxes

Unless otherwise specified in these General Terms and Conditions, the Boxes are leased to the Customer for the duration established in the Contract.

3.1 Setup services

Setup fees include:

- - The pre-Contract and post-Contract technical study for options and methods of mounting Boxes, conducted with the Customer,
- Assistance obtaining installation authorizations for Boxes (except for installation of any pole, which is the sole responsibility of the Customer),
- Provision of Box mounting devices,
- An on-Site service to install the Boxes on the Date of first installation,
- Configuration and customization of the Platform,
- Granting of the Platform use license,
- A service for removal of the Box(es) at the end of the Contract.

Unless otherwise specified in the Contract, the following items are not included in the setup fees: supply and installation of pole, aerial work platform ("cherry picker") rental, Box location rental, on-site survey of viewpoints, and on-site survey of mounting methods.

3.1.1 Box installation services

The Company ensures the installation of the Boxes according to the Viewpoints selected. The Company reserves the right to use subcontractor installers of its choice.

No installation may be performed if the Contract is not signed by the Customer. By signing the Contract, the Customer agrees to be subject to these General Terms and Conditions.

Unless otherwise specified in the contract, the Company will make its best efforts to respect the installation times, but will not be bound to an obligation of result in this respect.

3.1.2 Additional installation services

Boxes provided for in the Contract that are installed after the Date of first installation, for reasons not attributable to the Company or its subcontractors, will be the subject of an installation service billed in addition to the initial service. The cost of the additional service is specified in the initial Quote.

Installation of an additional Box will result in the issue by the Company of an additional Quote signed by the Customer.

3.1.3 Services for installation of an on-Site pole

Installation of an on-Site pole to mount the Box will be the subject of a specific service which must be specified in the Quote. The pole installed must be a pole of the Company, freestanding and telescopic, with a deployed height between 3 m and 6 m, requiring a footprint of 4 m². The Customer is solely responsible for obtaining all required authorizations for installation of the pole on the Site prior to installation.

In agreement with the Company, the Customer may approve by email an additional service for installation of a pole if it proves to be a necessary alternative for an installation sold without poles. Box locations and associated constraints.

3.1.4 Box locations and associated constraints

In the event that the Box locations are not determined before signing the Quote, the Company is free to choose the location that it feels meet the best constraints of quality, security, and telecom connectivity.

The Box locations determined in the Quote are the subject of an additional feasibility study after acceptance of the Quote. Notwithstanding the terms of the Quote, the Box view angles proposed before installation are given for reference and are not contractual. In the event that the Box location is confirmed, the view angle may vary within a maximum limit of $\pm 20^\circ$ compared to the view angle in the simulation.

The Company may refuse a Box location for safety reasons or technical reasons, which it may determine freely, such as, for example: insufficient telecom connectivity, compromised power supply, complexity of access, or difficulties obtaining authorization. Locations that are the subject of a refusal to install are hereafter

referred to as Unsuccessful Locations and will not lead to any financial compensation of the Customer by the Company, in any way or for any reason.

During the on-Site installation phase, the Company may choose an alternative location to an Unsuccessful Location with a maximum deviation of $\pm 45^\circ$ compared to the initially planned view angle.

The Customer has the right to refuse a Viewpoint installed as part of an alternative location if the deviation is greater than $\pm 20^\circ$ within three (3) days after the receipt of the first photograph from the Box. If the Customer does not refuse this Viewpoint within this three (3) day period as stipulated above, the installation service remains due and any change of location at the request of the Customer will be the subject of an additional Box installation service.

If the Customer is present at the Site during the installation, the Customer may suggest an alternative location. This must be accepted by the supervisor of the installer sent by the Company. If it is not possible to reach the supervisor of the installer within a reasonable delay, the installer will be free to accept the alternative location suggested by the Customer. The Customer must sign a change request certificate on site and will undertake to assume responsibility for the decision to change the location and for the choice of the alternative location that the Customer suggested to the installer. In this case, the Customer cannot refuse the alternative location that the Customer itself suggested, and any change request will be treated as an additional Box installation request with the costs pertaining thereto.

When, due to the physical conditions of installation (e.g., installation in a covered area), the power supply of the Boxes cannot be provided through the solar panel, the Customer will be responsible for ensuring the electrical supply of the Boxes. The Customer will be solely responsible for maintaining the connection to the electrical grid, as well as the safety and compliance of its installation. Under no circumstances will the Company bear any liability, toward to the Customer or third parties, for any malfunction of the Boxes related to a power supply fault or a fault in the Customer's electrical installation.

The Viewpoints are at a maximum access height of 6 m. They must be accessible with PPE (Personal Protective Equipment) devices, without the need to use an aerial work platform ("cherry picker"). Unless otherwise specified in the contract, the Customer is responsible for providing or funding the use of an aerial work platform ("cherry picker") for installation and maintenance actions.

3.1.5 Access to the Box installation site and Date of first installation

The Customer ensures that the Company can freely access the Box installation site from 9:00 a.m. to 6:00 p.m. on business days in the country where the Site is located. If the installation must be carried out at a work site not directly controlled by the Customer, the Customer must ensure that it obtains, or allows Company to obtain, authorizations for access and installation prior to the service on the Boxes. The Customer must also provide, when applicable, all traffic and security rules related to the work site, so that the Company may inform its installers prior to the start of the services.

The Customer must secure the area of the Company's service or have the area secured when this area is located in a work site, in accordance with the standards and regulations governing the physical safety of workers on a work site in the country where the Site is located. Failing this, the Company may, at its discretion, decide to interrupt the installation services without prior notice until such time as the work site is secure and allows service with no physical risk for the installers.

Unless otherwise agreed in the specific terms and conditions appearing in the Contract, the services of the Company are not subject to making an appointment on the Site. However, each time the Customer or its representatives or delegates are more than one (1) hour late for the previously agreed on meeting time, the Company will bill an additional half-day of service.

3.1.6 Definitive impossibility of installation

The impossibility of installation of a Box, including due to Unsuccessful Location or access constraints, does not cancel the operating services of Boxes that may have been installed. The Contract will continue for the Boxes installed and the Company will revise the price as a result of this.

If an installation service could not be performed due to reasons attributable to the Customer or to Third-Party Stakeholders, the installation services and setup remain payable by the Customer.

3.2 Box operating services

3.2.1 Triggering of Shots

Unless specifically indicated in the contract, there are no audiovisual captures on Sundays. The Company freely configures and determines the distribution of photos or videos in time.

The Box is subject to parameters that are independent of the Company, such as, for example, solar radiation, telecom connectivity, or failures related to the storage medium. Thus, the number of photograph and videos transmitted on the Platform or simply captured and stored locally by the Box, as well as the distribution of the captures in time, are given only as a reference and are not a contractual commitment of the Company.

If, on the date of the end of the provision of the Boxes as established in the Contract, the number of days on which no programmed photography was received on the Platform exceeds 10% of the number of days for which the transfer of photographs was programmed on the Platform, the Customer may ask to be compensated *pro rata temporis* for the days when no photograph was captured in Local Shot and when no photo was transmitted to the Platform.

Requests for compensation must be made within two (2) months of the removal of the Box.

The Company is not responsible for obstacles that come between the subject captured and the Box, including indirect problems related to whether or other environmental contingencies such as the appearance of dust on the lens.

The Customer is responsible for taking all measures and for taking out all legal and regulatory steps to ensure that the Shots do not affect the rights of the persons photographed. In particular, the

Customer will ensure that signs posted at the sites inform employees and visitors of the existence of cameras capable of photographing and/or filming them. In no case will the Company be responsible for any infringement of the rights of any third party in this respect, including as a result of the Customer's use of the photographs or videos taken by the Boxes and the Customer undertakes to guarantee the Company and to hold it harmless from any third-party recourse in this respect.

3.2.2 Maintenance actions

Any express request from the Customer for recovery of photographs and/or videos stored locally in the Boxes is the subject of billing of a day of service, as stipulated in the Contract.

Notwithstanding the above, the Company will initiate a maintenance action on the Box at no cost to the Customer in the following cases, provided that they are duly documented by the Customer or noted by the Company, as applicable:

- - Malfunction of one or more Boxes leading to a noted absence of photographs for more than three (3) business days; or
- - Vandalism of the Box(es) or view angle deviation exceeding $\pm 5^\circ$ from the axis of the last service on the Box.

The Company will intervene within a maximum of seven (7) business days following the notice of malfunction in order to return the affected Boxes to service.

Notwithstanding the provisions above, if the failure noted can be attributed to the Customer or to Third-Party Stakeholders, including in case of disconnection of electrical power cables or negligence resulting in damage to the device of a Box or a diversion of the view angle, the day of service will be billed to the Customer. During maintenance service, the Customer provides advance authorization for the Company to perform, at its discretion, the following operations:

- - Recovering the photographs and videos stored locally in the Box in order to save them;
- - Photographing or filming on the ground with view angles complementary to those of the Boxes so as to enrich the audiovisual content of the project that is the subject of the Contract.

Any request to delete photographs and/or videos must be made in writing by the Customer.

Any maintenance service on a Box at the Customer's initiative must be the subject of an express request made to the Company, which reserves the right to refuse such request at its discretion.

3.2.3 Box theft or vandalism

In the event that the Boxes installed are vandalized, destroyed, or stolen, the Company alone will bear the resulting loss, without claiming compensation from the Customer. However, the Company may decide, at its sole discretion, to stop the Contract, without compensation payable to either party. However, the Customer may submit a written request to continue the Contract under new terms and conditions, which must be agreed on in writing with the Company in an addendum to the Contract signed by the parties.

3.2.4 Billed operating periods

The services for provision and operation of the Boxes by the Company are billed in advance according to the contractually defined frequency. Any period started is due in full, even if that period is interrupted.

The Customer may ask the Company to suspend taking photographs and/or videos for an undefined period. In this event, the services related to the operation of the Boxes remain due in full. If the Customer wants to suspend billing of the Boxes, it must pay for a day of service for their removal and a new procedure for re-installation of the Boxes; the rates for these services are established in the Contract.

At least fifteen (15) calendar days before the end of the Contract, the Company will send the Customer a simple email to offer to extend the service. If the Customer does not respond by the expiration date of the Contract, the Company will proceed with the removal of the Boxes. After this removal, any re-installation will be billed.

3.2.5 Volume and duration discounts

Volume discounts may be granted by the Company at its discretion based on the number of Boxes installed per Site, starting with the second Box installed. These discounts are applicable only in the periods during which at least two Boxes are in operation at the same Site within a radius of 3 km.

Discounts for duration of on-Site operation of Boxes may also be granted per Box starting with the second year of operation of each Box.

Article 4. Additional on-Site audiovisual services

Days of service for dedicated additional on-Site audiovisual services involve sending a person from the Company whose mission is, regardless of the services on Boxes as described in Article 3, to photograph or film the progress of the Site with view angles supplemental to those of the Boxes so as to enrich the audiovisual content of the project.

4.1 Ground photography services

Ground photography services consist of taking photos of the work site.

4.2 Drone flyover services

4.2.1 Conditions for creating images by drone

Use of the drone implies constraints, namely safety, often related to the specific weather conditions of the terrain, or the potentially disturbed electromagnetic environment. As a result, the Company cannot guarantee the result and only undertakes to implement the reasonably available means to achieve it. Only the drone pilot or camera operator is able to judge at each point of elevation what is possible and what is not, to best meet the Customer's image requirements while operating under the applicable regulations. The Company prohibits any flyover vertically above the population or sensitive sites.

If it is impossible to fully fulfill the Customer's wishes due to these constraints, the Customer agrees to be satisfied with the images that can be made in a secure environment, which is the absolute priority during any flight.

The Customer undertakes not to required flights where safety cannot be guaranteed and/or that do not comply with regulations in effect. The Company undertakes to implement reasonably available technical means to provide the Client with the images sought, within the constraints explained above.

The amount billed for the service will remain unchanged regardless of the nature of the images created, the result of the best possible compromise.

4.2.2 Authorizations related to drone flyover

The Customer undertakes to obtain all required authorizations related to the drone flyover and must provide all associated proof.

4.2.3 Duration of drone missions and flights

Multiple flights are carried out per service. The duration of each flight varies depending on the drone, the weather and the load carried, i.e., ten to twenty (10 to 20) minutes.

The number of flights is limited to 3 flights/hour, in order to focused and responsive, and to ensure control and maintenance of the device and batteries. This is essential for ensuring a completely safe and efficient flight.

The half-day flat fee means for four (4) hours actually on site (excluding travel time).

The full-day flat fee means for eight (8) hours actually on site, including a one-hour meal break.

In case of travel, each hour is billed in addition.

4.2.4 Delivery of images associated with the flight

Outside of specific conditions, the imaged created during a drone flyover operation are only intended to be included in a video with other images from other services, such as, for example, the photos taken by the Company's cameras. These images are not delivered directly to the Customer but are included in the final audiovisual product.

4.2.5 Liability in case of incident related to the drone

By signing the Contract, the Customer recognizes that it has been informed by the Company that the drone flight which the Customer requires the Company to execute may involve a risk of accidental fall, regardless of the skills of the pilot or the desire of the Company or its service provider, caused by circumstances including, but not limited to: gusts of strong wind, vortex, unforeseeable obstacles, birds, a forced landing, or an electromagnetic disturbance. As a result, the Customer waives any action against the Company for any lack of execution, delay in execution, or damage resulting from circumstances of this nature.

The Customer undertakes to respect the safety instructions that the Company or its drone service provider ask the Company to follow to avoid any accidents.

The Company and its service providers will bear all losses and repairs of the drone and of its own built-in audiovisual means.

Moreover, by signing the Contract, the Customer recognizes that the Company assumes no responsibility, in any capacity whatsoever, in the context of performing services by drone. The Customer must acknowledge the general terms and conditions of the drone operator and accept them without reservation.

Article 5. Subcontracting

The Company undertakes to provide the Customer with service providers who have the necessary skills and qualifications, as well as insurance covering their civil liability for activities related to the use of drones for non-recreational purposes, in particular for drone flyover operations or operations that require work at heights.

Article 6. Pricing conditions - Payment

The amount for lease and installation costs of the Boxes as well as the on-Site audiovisual services are agreed on in the Quote, which must be accepted and signed by the Customer. However, the Customer is informed and accepts that, if, due to reasons not attributable to the Company or any subcontractors the Company may have, the installation services cannot be carried out in a single day, additional fees may be billed.

Days of service are billed at the rate indicated in the Quote, in the Daily Rate section. These days include travel to the Site.

Any failure to pay which the Customer has not remedied within eight (8) days after submission written notice to that effect may lead to the termination of the Contract at the discretion of the Company, which may then retake possession of the Boxes and their mounting accessories and the photographs or videos recorded in the Boxes and on the Platform, which will remain the property of the Company. In the event that recovery of the Boxes is not possible, the Boxes and their mounting accessories will be billed to the Customer. The breach of the Contract under these conditions does not exclude the Company's right to also request payment of the entirety of the sums due until the expiration of the subscription period initially established in the Contract and, more generally, of any direct and/or indirect damages to compensate for the Company's loss.

Any sum due that is not paid on time will be charged interest for delay calculated based on three (3) times the amount of the legal interest rate referred to in Article 1565 of the Quebec Civil Code in addition to a flat fee of fifty (50) Canadian dollars per reminder letter.

Invoices will be established in Canadian dollars and will be payable in that currency.

Article 7. Intellectual property

Provided that the Customer is not in breach of its obligations under the Contract, the Company cedes to the Customer the intellectual property rights of images recorded in the Boxes; moreover, the Customer grants a nonexclusive, perpetual, and royalty-free license for use of these images, allowing the Company to use them for its own needs. In particular, the Company may reproduce and represent these images, but in no case may the Company sell them or cede them other than as part of a sale of its company.

For any representation of photographs or videos, the Company must affix the Customer's logo in a visible manner.

The Company may use the videos and photographs created at the work sites at no charge for a use restricted exclusively to the promotion of the Company's business activity (and without this generating any direct revenue) provided that no identifiable individuals appear in these videos and photographs.

Moreover, the Company grants the Customer a non-exclusive and royalty-free license for use of the Platform, allowing operation of the Boxes and access to the photos. This right is granted for only the Site(s) specifically referred to in the Quote, and for the effective duration of the project.

The license for use of the Platform granted to the Customer is intended solely for the personal use of the Customer and for the sole needs of its company.

Article 8. Warranties

The Company guarantees the conformity of the services with the order placed and guarantees that these services are carried out in accordance with best practices and professional standards in effect.

No conventional warranty other than those expressly mentioned in the Contract and in the General Terms and Conditions is granted by the Company. Any implied warranty is therefore formally excluded.

Article 9. Liability

Unless otherwise agreed, the liability of the Company relates only to an obligation of means and is subject to the information and instructions received from the Customer, who must specify and define its needs.

Under no circumstances will the Company be liable for any direct or indirect damages resulting from a delay or lack of execution of a service owing to a Third-Party Stakeholder.

The Company's liability is limited, in all circumstances, to only direct damages suffered by the Customer. Indirect and consequential damages, such as operating loss, loss of margin, damage to reputation and others, are expressly excluded from the Company's liability. The Company's liability is moreover limited to a maximum amount equal to the amount of the Quote accepted. Damages must be declared before being repaired so that the Company can apply its insurance policy covering its civil liability. Moreover, and as needed, the Customer waives any recourse and any request exceeding the coverage limit of the Company's civil liability.

Article 10. Force Majeure

A party cannot be held responsible for lack of execution, failures or delays in execution of any one of its obligations which would be due because of the other party or the occurrence of a case of force majeure as defined in Article 1470 of the Quebec Civil Code, preventing the execution of the contract.

Under no circumstances can a strike of the Customer's staff constitute a case of force majeure. Force majeure suspends the obligations under the Contract for the duration of the existence of the force majeure. However, if the force majeure lasts for more than three (3) months, the Contract may be terminated by either of the parties, without this termination being considered at-fault termination. In such case, the termination must be reported by registered letter with acknowledgment of receipt and will take effect as of the date of receipt of such letter.

Article 11. Early termination

In case of breach by a party of its contractual obligations, the other party may send it a letter of formal notice to remedy its failure within a reasonable period which, unless otherwise expressly mentioned within these General Terms and Conditions, may not be less than eight (8) days or exceed thirty (30) days.

In the event that the defaulting party has not remedied its failure within the period given to it, the other party may decide to automatically terminate the Contract, without prior notice or legal formality, by registered letter with acknowledgment of receipt or any other means with a certain date of reception. The Contract will cease as of the date of receipt of such letter or in the absence of receipt, on the date of first presentation thereof.

The option to terminate the Contract under the conditions established in this Article does not adversely affect the right of the aggrieved party to implement any procedure of its choice to intended to exercise its rights and, in particular, to seek compensation for its loss.

Article 12. Applicable law

These General Terms and Conditions are governed by the laws of the Province of Quebec and their interpretation is subject to these same laws.

Article 13. Disputes

Any discrepancies related to these General Terms and Conditions will be submitted to the judicial district of Montreal, to the exclusion of any other court located in another judicial district that may have jurisdiction

