Terms and Conditions for Xradar Services

1. Applicability:

I. These terms and conditions for services (these “Terms“) are the only terms that govern the provision of services by Xradar BC Inc., Xradar Canada Inc., or Xradar Alberta Inc. (the “Contractor“) to the client named in the Booking Confirmation or the Quotation (the “Client“).

II. The booking confirmation (the “Booking Confirmation“) or estimated quotation (the “Quotation”) and these Terms (collectively, this “Agreement“) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Booking Confirmation, these Terms shall govern.

III. These Terms prevail over any of the Client’s general terms and conditions regardless whether or when the Client has submitted its request for proposal, order, or such terms. Provision of services to the Client does not constitute acceptance of any of the Client’s terms and conditions and does not serve to modify or amend these Terms.

2. Performance Dates: The Contractor shall use reasonable efforts to meet any performance dates or times specified in the Booking Confirmation or the Quotation (the “Performance Date”), and any such dates shall be estimates only.

3. Services: Subject to the Client complying with and performing its obligations in Section 4, the Contractor shall provide the services to the Client as described in the Booking Confirmation or the Quotation (the “Services“) in accordance with these Terms;

I. The Contractor shall provide the Client with a report detailing the work carried out as part of the Services and setting out:

   A. Any limitations to such work; and / or any recommendations that should be followed by the Client prior to breaking ground and / or drilling or coring the slab (as applicable) (the “Report”);

II. The Contractor shall be entitled to engage subcontractors to carry out all or any element of the Services provided that the Contractor shall remain fully responsible for the

performance of the Services by each such subcontractor and shall not be relieved of its obligations under this Agreement.

III. The Contractor shall be entitled to send any of its suitably qualified and/or experienced employees (the "Technician(s)") to carry out the Services. If the Client requires a particular Technician to carry out the Services then this request must be made in writing as soon as practicable following receipt of the Quotation or Booking Confirmation. The Client acknowledges that such a request may result in a delay to the Performance Date.

IV. The Contractor and any of its employees shall be entitled to refuse to carry out the Services if in the opinion of the Contractor or its employees it would be unsafe to carry out the Services.

V. The Contractor shall be entitled to use any products it deems necessary to mark the location of objects located below the surface of the ground or within the slab on the surface of the ground and/ or slab unless the Client specifies in writing that it requires specific products to be used for the purpose of marking the ground and/ or slab prior to the Performance Date.

VI. The Contractor shall not be required to remove the marks or cover the cost of such removal.

4. Client's Obligations: The Client shall:

I. Cooperate with the Contractor in all matters relating to the Services and the safety of the Contractor and its employees when carrying out the Services, comply with the instructions accompanying the Booking Confirmation and provide such unfettered access to any locations in which the Services are to be performed;

II. Obtain and read the Report and comply with any recommendations, suggestions or instructions set out therein;

III. Respond promptly to any Contractor request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for the Contractor to perform Services safely and in accordance with the requirements of this Agreement;

IV. Provide, in a timely manner, such Client materials or information as the Contractor may reasonably request to carry out the Services safely and ensure that such Client materials or information are complete and accurate in all material respects;

V. Obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the Performance Date;

VI. The Client acknowledges and agrees to engage with the Contractor promptly and efficiently to facilitate the provision of services outlined in the agreement.

VII. The Client understands and agrees not to intentionally delay the services provided by the Contractor. Intentional delays include but are not limited to, withholding necessary information, failing to respond to communications in a timely manner, or any deliberate actions that impede progress.

VIII. The Client acknowledges that any delay, whether intentional or not, may result in additional costs incurred by the Contractor. These costs may include but are not limited to, extended project timelines, overtime expenses, and administrative overheads.

IX. By entering into this agreement, the Client accepts liability for any additional costs arising from delays attributable to the Client's actions or inactions, whether intentional or unintentional.

5. Cancellation Policy: Xradar requires 24 hours notice (1 full business day) for any cancellation.

I. Xradar reserves the right to charge 50% of the anticipated job value for any cancellation within this period. If a technician has already mobilized to site, Xradar reserves the right to charge 75% of the anticipated job value.

II. If the service date is a night, weekend, or statutory holiday, the client must provide notice to Xradar via email or phone, no later than 1 full business day prior.

III. For example if the service is due to start Thursday 10pm, the cancellation notice should be given on Wednesday before office close (5pm). If due to start on Sunday 7am, the cancellation notice should be given before Friday 7am. If this notice is not given, Xradar reserves the right to charge 50% of the anticipated job value, or the published minimum callout fee, whichever is greater.

6. Client's Acts or Omissions: If the Contractor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its agents, subcontractors, consultants or employees, the Contractor shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Change Orders:

I. Client-Requested Changes: Subject to Section 7(IV), if either party wishes to change the scope or performance of the Services, it shall submit written details of the requested change to the other party. Within a reasonable time after receiving such a request, the Contractor shall provide a written estimate specifying: (i) the additional time required to implement the change; (ii) any necessary variations to the fees and charges; (iii) the impact on the Services; and (iv) any other effect on the performance of this Agreement.

II. Mutual Written Agreement: Promptly after receipt of the written estimate, the parties shall negotiate in good faith to agree upon the terms of the change (a “Change Order“). Neither party shall be bound by any proposed Change Order unless and until both parties have explicitly agreed to it in writing.

III. Change of Client Entity: If the Client is to be changed to a different person or entity, written acceptance of the Quotation or Booking Confirmation and this Agreement must be executed and received from the new party prior to the Performance Date.

IV. Contractor Unilateral Changes: Notwithstanding Sections 7(I) and 7(II), the Contractor reserves the limited right to modify the Services without the Client’s prior written consent only if: (i) the changes do not materially affect the nature, scope, or fees of the Services set forth in the Booking Confirmation; or (ii) at least 90 days have elapsed from the date of the Booking Confirmation or Quotation and the Services have not yet commenced.

8. Fees and Expenses: Payment Terms: Interest on Late Payments

I. Subject to Section 8(III), in consideration of the provision of the Services by the Contractor and the rights granted to the Client under this Agreement, the Client shall pay the fees set forth in the Booking Confirmation or Quotation.

II. Where the Services are provided on a time basis the fees payable for the Services shall be calculated in accordance with the Contractor‘s daily/hourly fee rates set forth in or accompanying the Booking Confirmation or Quotation (the “Rate”).

III. The parties agree that in the event the Contractor has mobilized to the address at which the Services are to be performed on the Performance Date and the Services cannot be performed by the Contractor due to the Clients action(s) or inaction(s) or the Client’s failure to comply with its obligations in section 4, the Client will pay the fees of the Contractor in accordance with the Contractor’s daily/hourly fee rates set forth in the Booking Confirmation or Quotation for the amount of time that the Contractor is mobilized, or 50% of the anticipated job value, whichever is greater, as outlined in 5(III).

IV. The parties agree that for Services provided on a time basis, the Contractor may increase its standard fee rates specified in or accompanying the Booking Confirmation

or Quotation upon 7 days' prior written notice to the Client provided that if such increase is not acceptable to Client, Client may, within 2 days following receipt of such notice, terminate this Agreement by giving 7 days written notice to the Contractor.

V. The Client agrees to reimburse Contractor for all reasonable out-of-pocket expenses as set out in the Booking Confirmation or Quotation and incurred by Contractor in connection with the performance of the Services.

VI. If a different person/entity to the Client is to be invoiced for the Services a written request must be issued to the Contractor prior to the Contractor mobilizing to site. The Client acknowledges that a change in name may result in delays in mobilization if the new person/entity cannot be set up in the contractors system before mobilization.

VII. The Client shall pay all invoiced amounts due to the Contractor within 30 days from the date of receipt of the Contractor's invoice. The Client shall make all payments hereunder in Canadian dollars by wire transfer, electronic funds transfer, credit/debit card, or check.

VIII. The Client acknowledges and accepts that any charges incurred by the contractor for payment, including but not limited to, payment via Credit Card will be passed on to the Client.

IX. The Client agrees that it is an express condition that for the Contractor to perform the agreed services the Client must open an account with the Contractor or provide payment in advance for the services outlined in the quotation and/or booking confirmation.

X. In the event payments are not received by the Contractor within 30 days after becoming due, the Contractor may:

   A. Charge interest on any such unpaid amounts at a rate of 5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and
   B. Suspend performance of all Services under this Agreement and any such other agreements between the Contractor and the Client until payment has been made in full.

9. Taxes: The Client shall be responsible for all harmonized sales tax (HST) and goods and services tax (GST) and any other taxes, duties and charges of any kind imposed by any federal, provincial or local governmental entity on any amounts payable by the Client hereunder.

10. Intellectual Property: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trade-marks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “Intellectual Property Rights“) in and to all documents, work product, ground/slab markings and other materials that are delivered to the Client under this Agreement or prepared by or on behalf of the Contractor in the course of performing the Services, including any items identified as such in the Booking Confirmation or the Quotation including but not limited to the Report (collectively, the “Deliverables“) shall not be distributed by the Client to its agents, subcontractors or consultants without the express written consent of the Contractor.

11. Data Collection: By engaging the services of the Contractor or any affiliated entities, the Client agrees that the Contractor retains full rights to collect, store, distribute, and license any data obtained during the provision of services to the client. This data may include, but is not limited to, survey results, reports, the location, type and material of utilities and any other information gathered through the Contractor’s operations. The Contractor reserves the right to utilize this data for internal purposes, including but not limited to, research and development, as well as to license it to third parties for commercial or non-commercial use. The Client’s acceptance of these terms implies consent to the Contractor’s data usage policies.

12. Privacy: The Contractor has in effect a privacy policy related to the collection, storage and use of all personal information. Clients can access this policy via the Contractors website.

Acceptance of this policy is implied by continuing with procurement of the services.

13. Confidential Information: All non-public, confidential or proprietary information of the Contractor, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to clients, pricing, and marketing (collectively, “Confidential Information“), disclosed by the Contractor to the Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by the Client without the prior written consent of the Contractor. Confidential Information does not include information that is:

- In the public domain;
- Known to the Client at the time of disclosure; or
    - Rightfully obtained by the Client on a non-confidential basis from a third party.
    - Or as required by Canadian law.

The Client agrees to use the Confidential Information only to make use of the Services and Deliverables.

The Contractor shall be entitled to injunctive relief for any violation of this Section.

14. Representation and Warranty:

I. The Contractor represents and warrants to the Client that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

II. The Contractor shall not be liable for a breach of the warranty set forth in Section 11(I) unless the Client gives written notice of the defective Services, reasonably described, to the Contractor within 14 days (of the deliverable being provided to the client) of the time when Client discovers or ought to have discovered that the Services were defective.

III. For the avoidance of doubt the Contractor shall not be deemed to have breached the warranty set forth in Section 14(I) where the Client fails to comply with its obligations in Section 4, or where the Client fails to follow any of the recommendations set out in the Report or where the scope of the Services has been limited and set out in the Report.

IV. Subject to Section 14(II) and 14(III), in the event that the Contractor breaches the warranty set forth in Section 14(I) the Contractor shall, in its sole discretion, either: repair or re-perform such Services (or the defective part); or credit or refund the price of such Services at the pro rata contract rate.

The remedies set forth in section 14(iv) shall be the client's sole and exclusive remedy and the contractor's entire liability for any breach of the limited warranty set forth in section 14(i).

15. Disclaimer of Warranties: Except for the warranty set forth in section 14(i) above, contractor makes no warranty whatsoever with respect to the services, including any (a) warranty or condition of merchantability; or (b) warranty or condition of fitness for a particular

purpose; or (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

16. Limitation of Liability:

I. The contractor shall not be liable for any non-performance of the services where such non-performance is caused as a result of the client's or its agents, subcontractors, consultants or employees' action(s) or inaction(s) or the client's failure to comply with its obligations in section 4.

II. The contractor shall not be liable for any loss which is caused (whether wholly or in part) by the client's or its agents, subcontractors, consultants or employees' failure to comply with the clients obligations set out in section 4, or by the client's or its agents, subcontractors, consultants or employees' failure to follow the recommendations set out in the report or where such loss relates to or results from any limitation in the scope of the services set out in the report.

III. The contractor shall not be liable for any loss which is caused as a result of the client damaging an object below the surface of the ground or within the slab which was impossible to detect using ground penetrating radar and/or an electromagnetic locator at the time the services were carried out by the contractor. These limitations will be laid out within the Report or Deliverables.

IV. In no event shall the contractor be liable for any loss or damage to the client caused as a result of the client's agents, subcontractors or consultants relying on the deliverables without contractor's express written consent.

V. Subject to section 16(iii), in no event shall the contractor be liable for any loss or damage to any third party relying on the deliverables.

VI. In no event shall the contractor be liable to the client or to any third party for any loss of use, revenue or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, aggravated or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

VII. In no event shall contractor's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to the

contractor pursuant to the applicable booking confirmation or quotation period preceding the event giving rise to the claim.

The limitation of liability set forth in Section 16 (I) to 16 (VI) above shall not apply to (i) liability resulting from the Contractor's gross negligence or wilful misconduct and (ii) death or bodily injury resulting from Contractor's negligent acts or omissions.

17. Termination: In addition to any remedies that may be provided under this Agreement, the Contractor may terminate this Agreement with immediate effect upon written notice to the Client, if the Client:

I. Fails to pay any amount when due under this Agreement;
II. Has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
III. Becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Insurance: During the term of this Agreement and for a period of one year thereafter, the Client shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability insurance in a sum no less than $5,000,000, professional liability policy insurance in a sum no less than $5,000,000 and workers compensation coverage with financially sound and reputable insurers. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against the Contractor's insurers and the Contractor.

The Contractor confirms that it carries commercial general liability insurance to the minimum sum of $5,000,000, professional liability policy insurance to the minimum sum of $5,000,000 as well as workers compensation coverage.

19. Waiver: No waiver by the Contractor of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Contractor. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Force Majeure: The Contractor shall not be liable or responsible to the Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Contractor including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or services, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, either party shall be entitled to give notice in writing to Contractor to terminate this Agreement.

21. Assignment: Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Contractor. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the Client of any of its obligations under this Agreement.

22. Relationship of the Parties: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law: All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the province of British Columbia without giving effect to any choice or conflict of law provision or rule (whether of the province of British Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the province of British Columbia.

25. Submission to Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the province of British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices: All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “Notice“) shall be either:

I. In writing and addressed to the parties at the addresses set forth in the Booking Confirmation or Quotation or to such other address that may be designated by the receiving party in writing; or
II. Via email and addressed to the parties at the email addresses set forth in the Booking Confirmation or Quotation.

Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival: Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidentiality, Governing Law, Insurance, Submission to Jurisdiction/Arbitration and Survival.

29. Amendment and Modification: This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

30. Xradar Guarantee: Subject to the limitations set out below, Xradar BC Inc., Xradar Canada Inc., or Xradar Alberta Inc. (“Xradar”) will guarantee that no unforeseen damage to embedded objects within a concrete structure will occur whilst physically cutting the concrete

structure by way of core drilling, chipping, anchor drilling or chipping in a location recommended by Xradar's Summary Report. In the event of damage occurring, Xradar must be notified within 24 hours and an internal investigation permitted to take place immediately. Allowance must be made for Xradar to revisit the site as and when necessary in order to complete a full and complete investigation into the damage. No claim under this guarantee may be made until Xradar's investigation is fully completed. Should Xradar's internal investigation process determine that the damaged embedded object could have been successfully identified and marked by Xradar, or was misidentified by Xradar, Xradar will pay for the repair of the damaged object only, up to a maximum cost of CAD25,000 within British Columbia, Canada, and CAD10,000 elsewhere in Canada (limits are extendable at the companies sole discretion). If the core drilling or cutting was completed in an inappropriate location or outside of the scan boundary, each as specified in the Xradar Summary Report, or any limitations or instructions set out in the report or otherwise communicated by Xradar were not followed by the core drilling or saw cutting contractor, Xradar will have no obligation to pay for the repair of the damaged object and this guarantee will be void. This guarantee is limited to the underside of slab on grade concrete thickness, as determined by Xradar. This guarantee is limited to objects encased within concrete. This guarantee does not extend any further than the Xradar identified underside of slab on grade concrete into the grade/fill below. Xradar reserves the right to independently investigate and determine, acting in good faith, whether the guarantee is applicable and will advise the client as to the findings. For greater certainty, except as expressly set out above, the services provided by Xradar will be governed by, and subject to the limitations set out in, Xradar's terms and limitations, and any other agreements entered between Xradar and the client.