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STANDARD TERMS OF ENGAGEMENT

Engineering, scanning and related services

Enable Design Services Inc. | Version 2026-11, effective November 4, 2026

These terms apply to every engagement of Enable Design Services Inc. (EDS) for engineering, scanning and related services. They form part of each proposal, quotation or work authorization that refers to them, called the proposal below. The version in effect on the date of the proposal applies.

1 AGREEMENT AND PRECEDENCE The agreement is the proposal, these terms and any written change authorizations, and it is the whole agreement between the parties. Where they conflict, the proposal governs, then these terms, then the Enable rate sheet. The client's purchase order, subcontract or other terms do not apply, even if EDS signs or acknowledges them, unless EDS agrees to them in writing.

2 ACCEPTANCE The client accepts these terms by signing the proposal, by issuing a purchase order or subcontract that refers to it, or by instructing EDS to start work. EDS's fees are based on these terms being accepted in full and without qualification. If the client asks to change them, EDS may revise its fees, its scope or both.

3 SERVICES, CHANGES AND UNFORESEEN CONDITIONS EDS provides the services described in the proposal as an independent consultant. Additional services, and changes to the scope, schedule or sequence, are performed only on the client's written authorization, at the fees agreed or, if none are agreed, at EDS's hourly rates. If conditions EDS did not foresee would substantially change the services or their risk, EDS will notify the client and either agree a revised scope and fee with the client or end the affected services. Where the safety of EDS's people is at risk, EDS decides how to proceed.

4 STANDARD OF CARE EDS performs its services with the care and skill normally exercised by professional engineers practising in Ontario in similar circumstances. No other warranty or guarantee, express or implied, is given by the proposal, by EDS's drawings or reports, by the performance of the services or by anything EDS's people say.

5 CLIENT RESPONSIBILITIES The client provides the following at no cost to EDS, in time for the work.

- Information: The drawings, reports, specifications and other information EDS needs. EDS may rely on them without verifying them and is not responsible for their accuracy.
- Access: Safe access to the site and the work areas, including lifts and other access equipment, and the owner's site rules.
- Hazardous materials: The list of designated substances and other hazardous materials at the site that the Occupational Health and Safety Act (Ontario) requires. Identifying, testing, handling and removing hazardous materials is not part of EDS's services, and EDS may suspend affected services until the client retains a qualified specialist.
- Notice: Prompt written notice of any defect, change or condition that affects EDS's services.

6 SITE SAFETY AND SITE REVIEWS EDS is not the constructor under the Occupational Health and Safety Act (Ontario). The contractor is solely responsible, at all hours, for construction means and methods, site safety and security, and for carrying out the work in accordance with the drawings and specifications. EDS's site reviews are periodic and confirm general conformance with EDS's drawings. They are not inspection or supervision, they do not accept the contractor's work, and they do not relieve the contractor of its responsibilities. EDS does not direct the contractor's work and has no duty or right to stop it, but it will report any unsafe condition it observes, as its professional obligations require. The client will tell its contractors so.

7 TEMPORARY WORKS Temporary works are designed only for the loads, conditions and sequence shown on EDS's drawings. The contractor supplies, installs, inspects, maintains and removes them, and follows the sequence on the drawings. Any change to the temporary works or the sequence needs EDS's written review before it is made.

8 EXISTING CONDITIONS AND SCANNING EDS's designs and assessments of existing structures are based on the information the client provides and on the visible and apparent condition of the structure on the day it is observed or scanned. EDS does not open finishes, coverings or concealed areas unless the proposal says so. A LiDAR scan records visible surfaces from accessible positions only. It does not show concealed members, connections, reinforcement or materials, or the condition of what it records. EDS makes no representation about latent or concealed conditions, and work arising from them is an additional service.

9 SUBMITTALS AND REQUESTS FOR INFORMATION Shop drawings and other submittals come to EDS after the contractor has reviewed and stamped them. EDS reviews them within 10 business days of receipt and answers requests for information within 5 business days. EDS's review is for general conformance with its design and drawings. Unless the proposal says EDS seals the submittals, the review does not cover dimensions, quantities, fabrication or erection methods, safety precautions, or construction means and methods, and it does not relieve the contractor of responsibility for its submittals.

10 PERFORMANCE OF THE WORK Work shown on EDS's drawings is to be carried out by competent contractors, by certified trades where the work requires them (including welding by companies certified to CSA W47.1), and under any permit the authority having jurisdiction requires. If it is not, the client indemnifies EDS against the resulting claims, to the extent

permitted by law and except to the extent caused by EDS's negligence.

11 LIMITATION OF LIABILITY The following apply to the extent permitted by law.

- Cap: EDS's total liability to the client for all claims, losses, costs and damages arising from the engagement or the project, from any cause, including negligence, professional error and breach of contract, is limited to three times the fees paid to EDS under the engagement or $100,000 CAD, whichever is less. Before accepting, the client may ask for a higher limit in exchange for a higher fee.
- Work of others: EDS is not liable for the acts, omissions or work of the client, the contractor, subcontractors, suppliers or other consultants.
- Time for claims: Any claim against EDS must be commenced within two years of the date EDS last performs services on the project.
- Claims against EDS only: Claims may be made only against Enable Design Services Inc., and not against its directors, officers, employees or engineers personally, each of whom may rely on this clause.
- Reliance: EDS's work is for the client and the parties named in the proposal, for the project in the proposal only, and there are no other third-party beneficiaries. EDS will extend reliance to another party only if that party agrees in writing to terms like these.

12 CONSEQUENTIAL LOSS The client and EDS each waive all claims against the other for indirect, incidental or consequential loss arising from the engagement or the project, including loss of use, profit, revenue or business opportunity, financing or holding costs, delay, and interruption of the business of the owner or its tenants.

13 INDEMNITIES Each party indemnifies the other, and the other's directors, officers, employees and subconsultants, against claims, losses and expenses, including reasonable legal costs, to the extent caused by the negligence of the indemnifying party or of those it is responsible for. EDS's indemnity is subject to clause 11. Neither party indemnifies the other for the other's own negligence, and neither has a duty to defend the other.

14 INSURANCE EDS carries professional liability insurance of $2,000,000 CAD per occurrence and in the aggregate, and commercial general liability insurance of $2,000,000 CAD per occurrence. Certificates are available on request.

15 FEES, INVOICES AND PAYMENT Fees are in Canadian dollars and exclude HST, which is added to each invoice. EDS invoices monthly for fixed-fee work completed and for trips and hourly work done. Invoices are due on receipt and overdue 30 days after receipt. Overdue amounts bear interest at 2.5% per month (30% per year), and the client pays reasonable costs of collection. Payment does not depend on the client being paid by others, and nothing is deducted from EDS's invoices except the holdback the Construction Act (Ontario) requires. If an invoice is overdue, EDS may suspend its services on written notice and is not liable for the resulting delay. Nothing in these terms limits EDS's rights under the Construction Act, including its rights to prompt payment, to adjudication and to preserve a lien.

16 TIME AND EXPENSES Fixed fees and trip prices include travel unless the proposal says otherwise. On hourly work, all time spent on the project is billable, including travel, time on site, analysis, drafting, coordination and correspondence. Expenses outside the proposal, such as printing, couriers, permits, access equipment and third-party services, are charged at cost plus 15%, and mileage on hourly work at the rate on the Enable rate sheet. EDS records time and expenses on fixed-fee work, so that the work can be valued if the engagement ends early.

17 SCHEDULE AND DELAY Schedules are EDS's best estimates and depend on timely information, access and decisions from the client and others. Neither party may claim damages from the other for delay. The client will make any no-damages-for-delay clause in its own contracts for the project extend to EDS.

18 DOCUMENTS, MODELS AND DATA EDS owns the drawings, calculations, reports, models, point clouds and other documents it prepares, and their copyright. On full payment, the client has a licence to use them once, for the project in the proposal. Documents not paid for are returned on request and may not be used. Any other use, reuse or alteration without EDS's written consent is at the user's sole risk, the client indemnifies EDS against claims arising from it, and the client pays EDS a reuse fee equal to EDS's fee for the engagement for each other project or site, as a genuine estimate of EDS's loss and not as a penalty. EDS may keep copies of its work and of the client's documents for its records. Web viewer access to scan data is provided for 120 days after delivery, and longer on request.

19 ELECTRONIC FILES EDS's native files, including models, drawings and point clouds, are released only as the proposal provides or with EDS's written consent, which may require a signed release and a fee. They are provided as is, without warranty that they are complete, compatible with the recipient's software or consistent with the sealed documents. Where an electronic file differs from a sealed document, the sealed document governs. Any use or change of a native file by others is at the user's risk.

20 CONFIDENTIALITY Each party keeps the other's confidential information confidential and uses it only for the project, except where the law or a professional or regulatory body requires disclosure. EDS may also disclose information where its duties as a professional engineer require it, including to protect public safety.

21 CERTIFICATIONS EDS will not sign any certification, guarantee or warranty that would need knowledge, services or responsibility beyond the engagement. The client sends any proposed certification at least 14 days before it is needed.

22 TESTIMONY If EDS or its people are required to give evidence about the project in a proceeding to which EDS is not a party, the client pays for the time at EDS's hourly rates and for the expenses. Any amount later recovered from the party that required the evidence is credited to the client.

23 SUSPENSION AND TERMINATION Either party may terminate the engagement for convenience on 7 days' written notice. EDS may also terminate on 7 days' written notice if the client fails to pay or otherwise materially breaches the agreement. The client then pays for the services performed and expenses incurred to the termination date, and reasonable costs of termination. EDS releases its documents on payment.

24 FORCE MAJEURE Neither party is liable for delay or failure caused by events beyond its reasonable control, including severe weather, fire, flood, epidemic, government action, labour disputes and failure of utilities or communications.

25 DISPUTES The parties first try to resolve a dispute by discussion between senior representatives. If it is not resolved within 15 business days, either party may refer it to mediation under the rules of the ADR Institute of Canada, with the mediator's fees shared equally. If mediation does not resolve it within 30 days, either party may start proceedings in the courts of Ontario. Nothing in this clause limits either party's right to adjudication under the Construction Act (Ontario).

26 GENERAL These terms are governed by the laws of Ontario and the federal laws of Canada that apply there. If any part of them is found unenforceable, the rest remains in effect. Neither party may assign the engagement without the other's written consent. Amendments must be in writing and signed by both parties. Electronic signatures and copies are as binding as originals. Clauses 8, 10 to 13, 18, 19, 20 and 22 survive the end of the engagement.

ACCEPTANCE

The undersigned accepts Enable Design Services Inc.'s Standard Terms of Engagement, version 2026-11, in full and without qualification, on behalf of the company named below.

Company: _____

Name: _____ Title: _____

Signature: _____ Date: _____