

# Brickeye Asset and Material Tracking System Solution

This Schedule sets out the additional terms and conditions that apply to the use of, or subscription to, the services (the “**Services**” or “**Brickeye Services**” as appropriate), details of which are stipulated in the Product Quotation. This Schedule is an attachment to and forms an integral part of the Customer’s Master Enterprise Customer Agreement (the “**Agreement**”) with Rogers. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which include without limitation this attachment and any other attachments to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement

1. **Product Description.** This Product Description pertains specifically to the Brickeye asset and material tracking system solution.
- 1.1. Brickeye asset and material tracking system solution Services are comprised of Sensors, Equipment Tracker, Universal IoT Node, Weather Box (multiple variants) and the Brickeye platform (together referred to as the “Brickeye Asset and Material Tracking System Solution” or the “Brickeye Solution”) supplied by Rogers. The Brickeye Solution includes the LumiCon (as further defined) line of products. The integrated and end-to-end IoT platform (Hardware and Software) helps enhance efficiency, reduce operation cost, enhance safety and improve environmental sustainability. The Brickeye Solution components are more fully detailed in Table 1 below.

**Table 1 – Brickeye's Concrete and job-site monitoring solution components**

Device Name	Description	Operational Conditions	Connectivity Type
LumiNode Plus	Reusable Connectivity Node for Concrete Sensors	Connected to LumiSense or LumiSense Pro	LTE-M
LumiNode	Reusable Connectivity Node for Concrete Sensors	Connected to LumiSense or LumiSense Pro	LoRaWAN
LumiSense 3x1	Single Point Concrete Sensor (length: 3') - Embedded in Concrete	Connected to LumiNode Plus or LumiNode	Works with LumiNode and LumiNode Plus
LumiSense 6x1	Single Point Concrete Sensor (length: 6') - Embedded in Concrete	Connected to LumiNode Plus or LumiNode	Works with LumiNode and LumiNode Plus
LumiSense Pro	Multi-point Concrete Sensor - Embedded in Concrete - Price per Sensing Element	Connected to LumiNode Plus or LumiNode	Works with LumiNode and LumiNode Plus
Equipment Usage Tracker	Tracking the usage time and run hour of vehicles, machinery, tools, and instruments in construction sites	Standalone Device	LTE-M
Oil Debris Sensor	Predictive maintenance of gearboxes by real-time monitoring of metal debris in oil	Standalone Device	LTE-M
Universal IoT Node	IoT node interfacing with legacy sensors and instrumentation enabling cloud connectivity	Connected to any legacy sensor device	LTE-M
Weather Box Lite	Environmental Conditions Sensor: Temperature, Relative Humidity, and Wind Speed (In the shade or indoor)	Standalone Device	LoRaWAN
Weather Box	Environmental Conditions Sensor: Temperature, Relative Humidity, and Wind Speed (Outdoor)	Standalone Device	LoRaWAN
Weather Box Pro	Environmental Conditions Sensor: Temperature, Relative Humidity, Wind Speed, and Index of Air Quality (Outdoor)	Standalone Device	LoRaWAN
LumiHub	LoRaWAN Gateway with Cellular LTE Backhaul - Outdoor with IP67 rating	Standalone Device	LoRaWAN
Water Leak Sensor	Detecting water leakage next pipes, tanks, etc.	Standalone Device	LoRaWAN
Asset Tracker (battery powered)	Equipment location tracker (battery powered)	Standalone Device	LTE-M
Asset Tracker (wired)	Equipment location tracker (wired)	Standalone Device (wired for power)	LTE-M

- 2.1. **Offering.** LumiCon asset and material tracking system solution (referred herein as “LumiCon”) is a fully integrated digital IoT platform for the construction industry. It is a connected system of integrated sensors, data collection devices, and software tools for remote inspection of job sites. As a “Smart Construction”

platform, LumiCon enables data driven decision making to reduce rework, mitigate costly risks, optimize project schedule, and make construction job sites safer.

2.2. **For Job Sites.** LumiCon allows customers to:

- i) Meet contractual requirements such as quality of concrete and structural health monitoring using a fully integrated and automated solution.
- ii) Keep workers safe by remotely inspecting job site environmental conditions (temperature, relative humidity, air quality and noise).
- iii) Ensure regulatory compliance through remote monitoring of noise and gas emissions, tracking certificates and equipment maintenance dates.
- iv) Optimize schedules and enhance efficiency with real-time and remote data collection of concrete temperature & strength.

2.3. **For Precast Plants.** LumiCon allows customers to:

- i) Wirelessly monitor the temperature and curing of precast elements from the initial pour to the final stage.
- ii) Measure the ambient conditions of production plant as well as curing chambers.
- iii) Track the location and status of elements throughout entire fabrication process to ensure all QA/QC steps are met.
- iv) Monitor the air quality of the precast plants to ensure the health and safety of their workers.
- v) Never lose sight of tools and equipment and know exactly when to schedule and perform maintenance through intelligent tracking and management.

3. **Product Availability.** When Products or Services are not available or updated Products or Services are introduced, Rogers reserves the right to deliver an equivalent valued Product or Service with equivalent functionalities to Customer.

4. **Professional Services/Charges/Support.**

4.1. **Installation Services:** Customer is free to choose whether Customer will self-install or request that Rogers perform installation services. Additional fees will be applied where Rogers performs the installation. Rogers installation services include:

- i) **Hardware Installation Service:** Hardware installation support can be provided to Customer upon request. This is a paid and optional service that will be quoted in a Product Quotation if requested by Customer.
- ii) **Hardware Removal Service:** Standard Installation Rate applies. This will be quoted in a Product Quotation if requested by Customer.
- iii) **Hardware Removal and Re-installation:** Standard installation rate applies. This will be quoted in a Product Quotation if requested by Customer.
- iv) **Travel Fee per site visit:** Fixed travel fee will be applied for an onsite installation and quoted in a Product Quotation.

Standard Installation Rate: is CAD \$90/hr. No travel fee is applicable for Greater Toronto Area (“GTA”). Travel fee applies on areas outside of GTA. For distant travel, Rogers will opt for reasonable and economical means of travel; receipts will be provided to Customer so that the amount can be reimbursed. In case of car rental, Rogers will provide receipts for the rental service to Customer so that the amount can be reimbursed.

4.2. **Late cancellation or missed appointment fee:** A late cancellation occurs when Customer cancels a scheduled installation appointment on the day of the appointment. All appointments must be cancelled prior to 5 PM the business day before the scheduled service. If an installer is more than 30 minutes late on the day of scheduled service and Customer cancels the installation appointment, this will not count as a late cancellation. A no-show occurs when the installer arrives at the scheduled time and place, and the Customer is not there or the vehicle or equipment is not present or available for installation. The installers will wait 15 minutes before leaving a no-show notice. A late cancellation or no-show will result in a CAD \$50.00 charge to the Customer’s account.

4.3. **Return, Lost & Damaged Devices:** Customer must either return all Hardware associated with the Services within thirty (30) days of the end of the Service Term or pay Rogers the applicable Hardware price outlined in Section 7.2, TABLE 2. Customer will be responsible for the shipping cost. Returned Hardware should be in operational condition or Customer will be subject to additional fees. Hardware must be returned to the address outlined in Section 5.2. For Rental Option, lost or damaged device fees payable by Customer to

Rogers are outlined in Section 7.2, TABLE 2. For Purchase & Service Option, Customer would need to purchase new Hardware based on the product quotation.

- 4.4. **Shipping:** Shipping and delivery dates are not guaranteed. Customer is responsible for payment of all shipping costs.
- 4.5. **Support:** There is a Service Call fee for a non-warranty or out of warranty service work (e.g. hardware tampering, damage caused post-installation). Customer will be provided with support contact info as part of Customer's onboarding program. Support includes network, solution and billing issues support. For technical issues please contact: +1-877-873-1792; [support@aoms-tech.com](mailto:support@aoms-tech.com)

For billing issue, please contact: 1-877 274 3375; [Rogers.BusinessSupport@rci.rogers.com](mailto:Rogers.BusinessSupport@rci.rogers.com)  
Hours of operation are Mon-Fri 8:30am-5:00pm EST

- 4.6. **Coverage:** Rogers' network coverage and Technologies (as defined below) used by Rogers can be found here: <https://www.rogers.com/consumer/wireless/network-coverage>. The coverage map accessible via the above-mentioned link is a general representation of Rogers' wireless coverage where indicated. The areas shown are approximate. Actual coverage area may vary from map graphics. Coverage may be enlarged or reduced in scope from time to time by Rogers in its sole discretion. Charges are based on the location of the site receiving and transmitting the signal, not the location of the subscriber. "Technologies" - means the current technologies used by Rogers to provide the Services such as 3G, 4G, LTE, LTE-M, NB-IoT as well as any technology Rogers may use in the future.
- 4.7. **Limitations on Roaming Service:** Rogers may, at its discretion, and to the extent permitted under the roaming agreements with third party network operators (the "Roaming Agreements"), provide certain roaming services to End Users. Any such roaming shall be subject to the restrictions that may exist in the Roaming Agreements. Rogers may in its sole discretion suspend roaming privileges to any End User if it discovers or suspects that the roaming services are being used in a fraudulent manner or contrary to the provisions of this Schedule. Roaming End Users may only roam incidentally to their use of the Rogers Services and cannot roam on the networks of third party network operators on a permanent basis. Rogers shall be entitled from time to time and at any time, at its sole discretion, to add, modify or remove territories where roaming shall be available to End Users. Customer acknowledges that not all features and/or functionalities are available in each territory where roaming is available and roaming in certain territories is only available for use with Equipment using certain Technologies. "Equipment" - means any wireless device, including the embedded radio module, procured by Customer that has been tested, approved and certified by Rogers for use by End Users in accessing the Rogers Services."

5. **Hardware Warranty and Returns:**

- 5.1. **Hardware Warranty:** The Hardware components of LumiCon are subject to the limited hardware warranty terms and conditions, which are available at: <https://lumicon.io/lumicon-product-limited-warranty-policy/>
- 5.2. **Return of Defective Hardware:** Brickeye is responsible for Hardware related issues and Customer may return defective Hardware directly to Brickeye. Brickeye will provide the shipping label for defective Hardware returns. Prior to returning defective Hardware, Customer must advise Brickeye of Hardware issues in writing (at [support@lumicon.io](mailto:support@lumicon.io) for LumiCon Concrete Sensor product line and [support@brickeye.com](mailto:support@brickeye.com) for any products other than LumiCon Concrete Sensors) and Brickeye will, subject to availability and market factors, strive to ensure that a replacement is received within fourteen (14) days of Brickeye becoming aware that a replacement is required. Customer must return defective Hardware to the following address:

Brickeye  
Unit 301- 155 Gordon Baker Road,  
Toronto, Ontario, M2H 3N5

6. **End User License Agreement:** Customer agrees to abide by the terms and conditions of the End User License Agreement, which you are required to accept prior to being provided access to the Services. The EULA is available to view at: <https://www.aoms-tech.com/privacy-policy/>

7. **Termination Fees.**

- 7.1. Customer will have a one-time opportunity to cancel the Services within the first three (3) months of the Service Term (“3 Month Termination Window”) without paying Termination Fees by providing written notice of such to Rogers and Brickeye (at [Rogers.BusinessSupport@rci.rogers.com](mailto:Rogers.BusinessSupport@rci.rogers.com) and [accounts@brickeye.com](mailto:accounts@brickeye.com) respectively prior to the seventy-fifth (75<sup>th</sup>) day of the three (3) Month Termination Window (i.e. minimum fifteen (15) days advance notice). If the Customer terminates the Services for any reason other than the three (3) Month Termination Window or for cause as permitted under the Agreement, or if Rogers terminates the Services for cause as permitted under the Agreement, the Customer shall pay to Rogers, as liquidated damages and not as a penalty, a termination fee which is an amount that is equal to one hundred percent (100%) of the remaining monthly fees for the terminated service that would have been payable to the end of the Service Term.
- 7.2. Such termination liability shall be payable on the effective date of any and all terminations. Customer must either return all Hardware associated with the Services to the address below within thirty (30) days of termination or pay Rogers the applicable Hardware price outlined below in Table 2:

**Table 2 – Hardware Prices**

Device Name	Hardware Price*
LumiNode Plus	\$430.00
LumiNode	\$315.00
LumiSense 3x1	\$59.00
LumiSense 6x1	\$54.00
LumiSense Pro	\$95.00
Equipment Usage Tracker	\$349.00
Oil Debris Sensor	\$4,400.00
Universal IoT Node	\$440.00
Weather Box Lite	\$840.00
Weather Box	\$1,060.00
Weather Box Pro	1,400.00
LumiHub	\$1,500.00
Water Leak Sensor	\$250.00
Asset Tracker (Battery Powered)	\$300.00
Asset Tracker (Wired)	Refer to Quote
*Price subject to device quantities.	

- 7.3. Returned Hardware must be in operational condition or Customer will be subject to additional fees.
- 7.4. The Hardware Return Address is:  
Brickeye  
Unit 301- 155 Gordon Baker Road,  
Toronto, Ontario, M2H 3N5
8. **Charges.** All pricing, billing and payments shall be as follows:
- i) Services are billed on a monthly, per subscription basis. Billing begins as soon as Customer has received the Hardware at their premises. Customer will receive the Hardware with the Services activated.
  - ii) Monthly charges for the Services subscription fees will be fixed for the duration of the Initial Service Term set out in the Product Quotation. Any subscriptions added during the Initial Service Term will be charged at the then current subscription rate for a new thirty-six (36) month Service Term.
  - iii) Additional Hardware required for Services will be quoted via a Product Quotation.
  - iv) Portal on-boarding is included in quoted Service fees.
  - v) Customer is responsible for shipping cost which will be included on the first or second invoice.
  - vi) Prices include data charges.
9. **Term.**
- 9.1. **Rental Service Bundle:** Subject to the 3 Month Termination Window, the monthly subscription service period is for a minimum initial service term of thirty-six (36) months from the date the Hardware is delivered to the Customer. Customer must subscribe to Brickeye Services for a thirty-six (36) month Service Term and chose

a subscription bundle per subscriber based on individual needs. Customer must return the Hardware at the end of the Service Term if Customer does not wish to extend the Services.

- 9.2. **Purchase & Service User Bundle:** Subject to the 3 Month Termination Window, the purchase & service user bundle service period is for a minimum initial service term of thirty-six (36) months from the date the Hardware is delivered to the Customer. Customer must pay for the Hardware upfront (one-time) and subscribe to Brickeye's monthly device subscription and base subscription services for a thirty-six (36)-month Service Term. Customer may choose a purchase & service user bundle per subscriber based on individual needs. Customer will own the Hardware following Rogers' receipt of full payment.
- 9.3. **Renewal Term:** Notwithstanding anything to the contrary in the Agreement, upon the expiration of the Initial Service Term or any Service Renewal Term, this schedule will automatically be renewed on the same terms and conditions for consecutive month-to-month renewal period(s) unless either party provides written notice of non-renewal or cancellation to the other at least 90 days in advance.
10. **Custom Billing.** Billing will begin once the Hardware has been delivered to the Customer.
- 10.1. **Limitation of Liability:** Notwithstanding anything to the contrary in the Agreement, Rogers' total cumulative liability for Damages arising out of or in connection with the provision of Products or Services under this Schedule, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if Rogers has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to the total aggregate monthly fees paid for the Products or Services provided pursuant to this Schedule during the three month period before the event giving rise to the Damages, less all discounts and credits and amounts paid for previous Damages for such Service. Roger's liability shall be limited in all cases to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, cost of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special or exemplary or punitive damages of any kind.
- 10.2. Customer's sole and exclusive remedy and Rogers' entire liability for breach of the Hardware warranty will be the repair or, at Rogers' option and expense, replacement of defective Product, or components thereof in accordance with the Hardware warranty provided.