



Hexagon Mining Inc.
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HEXAGON MINING GENERAL TERMS AND CONDITIONS

These General Terms and Conditions and the Hexagon quote or order form generated by Hexagon and executed by or otherwise agreed in writing between Hexagon and the Client (“**Order**”) together form the entire binding agreement (“**Contract**”) between the parties for use of Hexagon **Hardware** and **Software**, the provision of professional services (“**Services**”), the software and/or hardware subscription or lease (“**Subscription**”) and annual maintenance (“**Maintenance**”) with its respective renewal (“**Renewals**”) as agreed upon by the parties in the applicable Order.

1. Parties. “Hexagon” means Hexagon Mining Inc. or its affiliate indicated in the Order. “Client” refers to the entity identified in the Order, except as otherwise agreed between the parties in writing. Hexagon and Client may be individually referred to as a “party” or collectively as “parties”. Client expressly agrees the sole parties to the Contract are Client and only the specific Hexagon affiliate indicated in the Order and no other Hexagon affiliates are bound or responsible hereunder. Client agrees it is solely responsible for its, its affiliates, and its and their respective employees’ and contractors’ (collectively, “**Client Parties**”) use of the Hardware, Software, Services, Subscription, Maintenance and Renewals (collectively the “**Products**”) and compliance with this Contract.

2. IMPORTANT NOTICE OF PERSONAL INJURY. ALL HEXAGON SAFETY PRODUCTS, INCLUDING BUT NOT LIMITED TO TRAFFIC AWARENESS, COLLISION AVOIDANCE, FATIGUE MONITORING SYSTEMS, FLEET MANAGEMENT SYSTEMS, HIGH PRECISION GUIDANCE AND MINE MONITORING PRODUCTS ARE INTENDED AS ADDITIONAL TOOLS TO ASSIST IN IDENTIFYING POTENTIAL DANGER AND MANAGING MINING ACTIVITY SUCH AS TRAFFIC THREATS. **THESE PRODUCTS ARE TO SUPPORT, NOT REPLACE,** AN ALERT AND CONSCIENTIOUS DRIVER, OPERATOR, OR OTHER QUALIFIED PERSONNEL. NO PRODUCT CAN DETECT ALL THREATS WITHIN THE DETECTION WINDOW. **PRODUCTS ARE NOT DESIGNED AS A SUBSTITUTE FOR PROPER SAFE DRIVING AND VISUAL MONITORING AND SCANNING PROCEDURES.** A VIGILANT, EFFECTIVE PERSON IS REQUIRED AT ALL TIMES IN ALL SITUATIONS. THE VEHICLE OPERATOR REMAINS FULLY RESPONSIBLE FOR OPERATING THE VEHICLE AND ENSURING THE SAFETY OF THE PASSENGERS, PEDESTRIANS, AND OTHER TRAFFIC. NEVER USE HEXAGON PRODUCTS FOR APPLICATIONS OTHER THAN THEIR INTENDED AND AUTHORIZED USE. BEFORE INSTALLING, HANDLING, USING, OR SERVICING ANY PRODUCT, REVIEW THE DATA SHEET, MANUALS, AND APPLICATION NOTES TO ENSURE A COMPREHENSIVE UNDERSTANDING OF THE OPERATIONS AND LIMITATIONS OF SUCH PRODUCT. FAILURE TO COMPLY WITH THESE INSTRUCTIONS COULD RESULT IN SERIOUS INJURY OR DEATH.

3. Orders. Hexagon will process the Order identifying the Products to be performed, licensed, purchased or leased, as the case may be, applicable pricing, requested shipment or provision dates as applicable for the Products quantity, term, and any other use restrictions. Unless otherwise noted on the Order, all Hardware and Software are licensed and leased on a subscription basis for the term set forth in the Order. **Orders are non-cancellable and non-returnable unless otherwise stated in the Order.** If Hexagon considers that an Order issued is not consistent with the terms of this Agreement or with its Proposal / Quotation, Hexagon must provide, no later than ten (10) Business Days after receipt of the Order, written notice to the Client, including details of the aspects of the Order that Hexagon considers are not consistent with this Contract. If Hexagon does not provide written notice in accordance in the time specified, Hexagon is deemed to have accepted the Order.

4. Documentation. Hexagon will supply or otherwise make available electronically to Client all applicable operating manuals and safe working procedures (together, “**Documentation**”) for Products. Client must review the Documentation before using any Products. If Client does not receive or understand the Documentation, Client agrees to contact Hexagon prior to use or access to any



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Products. Client may copy or reproduce the Documentation as reasonably required to use Products during the applicable term. Client must ensure the copies clearly note the Documentation belongs to Hexagon and must not be reproduced except as expressly permitted by the Contract.

5. Data Transfers; Privacy. Client understands and agrees that certain Products may require the disclosure to and use of certain data by Hexagon regarding Client Parties. Under applicable law, such data is or may be considered personally identifiable or sensitive information, such as employee location and biometric facial data. Client is solely responsible to obtain required consents, provide required notices, and otherwise ensure it has the right to use and disclose such data to Hexagon under applicable laws, including without limitation the General Data Protection Regulation and any similar data privacy or security law in the applicable legal jurisdiction. Hexagon is committed to the safe and secure processing of such data and compliance with applicable data protection law. Hexagon has implemented reasonable technical, administrative, and physical measures to help protect such data against loss or unlawful access. Hexagon collects, uses, and discloses data in accordance with its privacy policy, available here: <https://hexagonmining.com/privacy-policy>. Unless otherwise agreed upon, Hexagon shall have the right to destroy personally identifiable information of the Client's employees and contractors who operate the Client's mine equipment after thirty (30) days, pursuant to Section 16.17 below. Hexagon shall process the personally identifiable information of the Client's mine equipment operators only for the purposes set forth in the data privacy as applicable to the Products.

6. Intellectual Property. No rights or licenses are granted to Client except as expressly set forth in the Contract. Hexagon or its licensor(s) own and retain all intellectual property ("IP") rights in the Products (including all copies), including any modifications or derivatives to the same, whether made by Hexagon, Client, or a third party. This includes IP rights in the Products, Documentation, and industrial and IP rights throughout the world including copyright, patents, trademarks, designs, trade secrets, mask works, know-how, source codes, algorithms, moral rights, confidential information and circuit layouts. It also applies to all concepts, copyrights, developments, discoveries, derivatives, enhancements, improvements, innovations, inventions, techniques and other proprietary rights related to the Products and Documentation whether made by Hexagon, Client or third parties. These IP rights are protected by numerous local and international laws and treaties. Notwithstanding the foregoing, Client retains all IP rights in its data and corresponding data output from the Products.

6.1. **Work IP.** Client agrees to notify Hexagon of any problems with the Products. In addition, Hexagon welcomes Client's feedback and ideas for enhancements to the Products. Any Intellectual Property Rights that are created in the course of the performance of this Contract, including all additional software or work processes created by or on behalf of Hexagon, remains the property of Hexagon ("**Work IP**"). If Client provides Work IP, Client unconditionally and irrevocably assigns to Hexagon, its entire right, title and interest in and to all IP rights (including without limitation all patent, copyright, trade secret, mask work, trademark, source codes, algorithms, moral right or other IP rights) that Client may now or hereafter have in or relating to the Products (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise. Client understands that such Work IP may be used by or on behalf of Hexagon for any purpose, but Hexagon is not required to use any Work IP.

7. Confidential Information. "CI" means trade secrets and other confidential information of either party, including without limitation Product specifications, Documentation, technologies, architectures, systems, data, formulas, know-how, processes, designs, source codes, algorithms, photographs, samples, research and development, price lists, customer information, market studies, proposals, negotiations, sales, budgets, financial information, and other information which by its nature is reasonably considered confidential. Both parties will use reasonable care to protect CI from unauthorized use and disclosure to any other party. Where CI is exchanged by the parties the confidentiality provisions set out in the Non-Disclosure Agreement attached to these General Terms



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and Conditions shall apply, whether disclosed from one Party to another under a Purchase, a Subscription or a Demonstration / Test basis.

- 7.1. **Disclosure.** The Client shall not disclose or use CI of Hexagon. In addition, the Client shall employ reasonable measures to ensure the CI is kept confidential. Hexagon agrees the Client may share CI with personnel, officers, directors, and contractors as is reasonably necessary to perform under this Contract. CI may be disclosed if required by applicable law or the rules of a stock exchange on which the Client's securities are listed, if the Client: (i) before disclosing CI, gives reasonable notice to Hexagon, fully cooperates with Hexagon in its efforts to prevent disclosure, and takes all reasonable steps (whether required by Hexagon or not) to maintain that CI in confidence; and (ii) discloses the minimum amount of CI required to satisfy any applicable law or rules. Notwithstanding the foregoing, in no event will Client disclose Hexagon CI to any competitor of Hexagon.
- 7.2. **CI Exceptions.** CI does not include information (i) in the public domain otherwise than as a result of a breach of this Contract or another obligation of confidence; (ii) independently developed by the Client without access to or use of the Hexagon's CI; or (iii) already known by the Client independently of its interaction with Hexagon and free of any obligation of confidence.
- 7.3. **Destruction and/or Return of CI.** The Client shall destroy or return CI in its possession (other than CI necessary to use the Products in accordance with the Contract for as long as the Contract gives the right to use the Products) upon termination of the Contract or upon written request of Hexagon. Notwithstanding the foregoing, within ten (10) business days of termination of this Contract or the relevant Order, all documents or records including all CI must be returned to the Party to whom it belongs or destroyed, if requested by such party.

8. **Parties' Representations.**

- 8.1. **Hexagon's General Representations.** Hexagon represents and warrants that
- (A) It has the legal right to enter into this Contract and will comply with all applicable laws, rules, regulations, and other requirements of the United States and of any applicable state, foreign, and local government body regarding the sale or subscription of the Products;
 - (B) It will comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including but not limited to the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act, the Australia Bribery of Foreign Public Officials Act 1999, and any other relevant law. Hexagon warrants that it has and will at all times maintain adequate policies and procedures to ensure such compliance.
- 8.2. **Client's General Representations.** Client represents and warrants that:
- (A) It has the legal right to enter into this Contract and will comply with all applicable laws, rules, regulations, and other requirements of any applicable state, foreign, and local government body regarding the purchase, license, receipt, use and disposal of the Products and will at all times maintain adequate policies and procedures to ensure such compliance;
 - (B) It will not carry, bring, export, transfer, or in any way convey Hexagon products to any country or territory where such presence is forbidden by international policies or export laws as set by all countries whose laws are applicable;
 - (C) It will comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including but not limited to the UK Bribery Act 2010, the U.S.



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Foreign Corrupt Practices Act, the Australia Bribery of Foreign Public Officials Act 1999, and any other relevant law. Client warrants that it has and will at all times maintain adequate policies and procedures to ensure such compliance.

- (D) It will not sublicense, assign, resell, share, pledge, rent, gift, or otherwise transfer or grant any rights in the Products or related Documentation or components in any form to any person not a party to this Contract (except permitted assignees), or use the Products on a service bureau or time sharing arrangement without the prior written consent of Hexagon;
- (E) It is solely responsible for the accuracy, reliability, and sufficiency of all data and specifications provided to Hexagon and for any decision making by Client as a result of such data or specifications or any Product.

9. LIMITATION OF LIABILITY.

- 9.1. **CONSEQUENTIAL AND OTHER LOSSES.** IN NO EVENT WILL EITHER PARTY OR ITS EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR FOR THE LOSS OF REVENUE, PROFITS (BOTH DIRECT AND INDIRECT), BUSINESS, DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR RELATING TO THIS CONTRACT, EVEN IF THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. **AGGREGATE LIABILITY OF HEXAGON.** WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCE SHALL HEXAGON'S AGGREGATE LIABILITY TO CLIENT EXCEED THE TOTAL AMOUNTS INVOICED BY HEXAGON TO THE CLIENT FOR THE RESPECTIVE PRODUCTS AND PAID BY CLIENT TO HEXAGON IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CORRESPONDING DAMAGE OR LOSS. IN THE EVENT NO PRODUCT IS IMPLICATED OR THE IMPLICATED PRODUCT CANNOT BE IDENTIFIED, HEXAGON'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS INVOICED BY HEXAGON TO THE CLIENT AND PAID BY CLIENT TO HEXAGON IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CORRESPONDING DAMAGE OR LOSS.
- 9.3. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY'S LIABILITY IS LIMITED OR EXCLUDED HEREIN TO THE EXTENT THAT SUCH LIABILITY ARISES FROM OR IS CAUSED BY GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL, WANTON, OR FRAUDULENT MISCONDUCT; FAILURE TO COMPLY WITH THE LAW; OR IN THE CASE OF CLIENT, LOSSES OR EXPENSES DUE TO CANCELLATION OR DELAY, VIOLATION OF HEXAGON'S IP RIGHTS, BREACH OF WARRANTY, OR FAILURE TO PAY FEES WHEN DUE.
- 9.4. THE AFOREMENTIONED LIMITATIONS OF LIABILITY WILL APPLY EVEN IF ANY REMEDY PROVIDED HEREIN WILL FAIL OF ITS ESSENTIAL PURPOSE. IF APPLICABLE LAW DOES NOT ALLOW THE COMPLETE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, THEN LIABILITY AND DAMAGES ARE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.
- 9.5. HEXAGON WILL HAVE NO LIABILITY IN CONNECTION WITH ANY INFORMATION PROVIDED BY CLIENT OR FOR THE OMISSION OF ANY INFORMATION THAT SHOULD HAVE BEEN PROVIDED BY CLIENT.
- 9.6. HEXAGON WILL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR SUSPENDING OR CANCELLING SHIPMENTS OR PERFORMANCE HEREUNDER IF ANY PRODUCT IS SUBJECT TO A CREDIBLE ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY IN HEXAGON'S REASONABLE JUDGEMENT.
- 9.7. HEXAGON WILL NOT BE HELD LIABLE FOR ANY DAMAGES, LOSSES, COSTS, OR EXPENSES RESULTING FROM CLIENT ENGAGING A THIRD PARTY TO PROVIDE SERVICES, TRAINING, OR MAINTENANCE WITH REGARD TO ANY OF HEXAGON'S PRODUCTS.



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10. Indemnification.

- 10.1. Hexagon will defend, indemnify, and hold Client harmless from and against any liabilities, settlements, penalties, costs, damages, fees, fines, losses, judgments, liabilities, and expenses (including reasonable attorneys' fees and costs) (collectively, "**Damages**") incurred as a result of any third-party claims, allegations, lawsuits, actions or demands (collectively, "**Claims**") to the extent arising from or relating to a Claim that a Hexagon Product violates any patent or copyright in existence as of the date of purchase of the Products, provided: (i) Client maintains a valid warranty for such Product; and (ii) such Product is used in accordance with the Documentation and this Contract.
- 10.2. Client will defend, indemnify, and hold Hexagon harmless from and against any Damages incurred as a result of any Claims arising from or relating to: (a) a violation of or noncompliance with any applicable laws or regulations by Client Parties; (b) access to or use of the Products by Client Parties in the conduct of their respective business (including improper or unlawful use of the Products); (c) the gross negligence or willful or wanton misconduct of Client Parties or any personal injury, property damage, or death as the result of any act or omission by Client Parties; (d) any misuse or unauthorized disclosure of any Hexagon CI; (e) any claims for IP infringement where Client misuses or modifies the Products without authorization or where Client's combination of the Products with other components or Products causes such infringement; (f) any disclosure or use of Hexagon data by Client as contemplated by this Contract, or (g) any business decisions made by Client in whole or in part based on use or receipt of the Products.
- 10.3. The foregoing indemnities are conditioned upon: (a) prompt written notice to the other party of any such Claim for which a party seeks indemnification; (b) allowing the indemnifying party to have complete and sole control of the defense of such Claim, including the right to settle; and (c) the indemnified party's providing the indemnifying party with reasonable cooperation and assistance as requested.

11. Applicable Law. This Contract and all matters arising out of or relating to this Contract are governed by and construed in accordance with the laws of the relevant jurisdiction as set forth in the chart below, without regard to its conflicts of law provisions. Should this Contract be performed where a Hexagon entity is not established, the laws and jurisdiction of England and Wales shall apply. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract. See table below (next page):

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Hexagon Mining Entity	Country of Registration	Applicable Law / Jurisdiction
Blast Movement Technologies International Pty Ltd	Australia	Brisbane
Blast Movement Technologies Pty Ltd		Brisbane
BMT 3 Holdings Pty Ltd		Brisbane
BMT Africa Pty Ltd		Brisbane
Guardvant Pty Ltd		Williamstown
MiPlan Consulting Pty Ltd		Brisbane
Minesight Applications Pty Ltd.		Perth
Hexagon Mining Tecnologia e Sistemas S/A		Brazil
Manfra & Cia Ltda.	Curitiba, PR	
Minesight ULC	Canada	British Columbia
BMT South America SpA	Chile	Santiago
Hexagon Mining Limitada		
Sistema Minesight Applications Limitada		
Split Engineering Chile Ltda		
Hexagon Mining Colombia S.A.S.	Colombia	Bogotá
BMT Africa Pty Ltd. – Branch Ghana	Ghana	Accra
Guardvant Ghana Ltd		
IDS Georadar S.R.L.	Italy	Pisa
Guardvant Mexico S de RL de CV	Mexico	Santa Fé
Hexagon Mining Mexico		Hermosillo
Leica Geosystems S.A.R.L.	Morocco	Morocco
Guardvant S.A.C.	Peru	Lima
Hexagon Mining Perú S.A.C.		
Leica Geosystems S.A.C.		
Split Engineering Peru S.R.L.		
Guardvant Sub-Saharan Africa (Pty) Ltd	South Africa	Darrenwood
Leica Geosystems (Pty) Ltd.		Johannesburg
Minesight Applications Pty		
Split Engineering Africa (Pty) Ltd		
Safemine AG	Switzerland	Zug
Leica Geosystems AG	United Arab Emirates	Dubai
Leica Geosystems DMCC		
Minesight Applications London Limited	United Kingdom	England and Wales
Blast Movement Technologies USA Inc.	United States of America	Arvada, CO
Guardvant, Inc.		Tucson, AZ
Hexagon Mining Inc.		

12. Dispute Resolution. If any dispute between the parties arises out of this Contract, the parties agree as follows:

12.1. Except for proceedings seeking interlocutory or equitable relief, before commencing formal court or arbitration proceedings hereunder, the parties agree to first attempt in good faith to



resolve such dispute through mutual friendly negotiation. The aggrieved party agrees to contact the other party in writing and allow a reasonable period of time, not less than thirty (30) days, for the parties to negotiate resolution. Both parties agree to appoint managers or senior officers, as appropriate, to facilitate resolution.

12.2. Should the parties be unable to resolve the dispute through negotiation or if a party is seeking interlocutory or equitable relief, either party may initiate proceedings as follows:

- (A) For any Client located in the United States, the parties agree to the exclusive jurisdiction and venue in the state and federal courts having jurisdiction in Tucson, Arizona. The prevailing party is entitled to collect from the other party its reasonable attorneys' fees and costs associated with the proceedings.
- (B) For any Client located outside the United States, the parties agree to initiate arbitration procedures in the jurisdiction set forth in the chart above (Section 11). Each party will bear its own costs in such arbitration proceedings with the exception of the fees and expenses of the arbitrators, which will be shared equally between the parties. All aspects of the arbitration will be treated as confidential. Before any disclosure, the party seeking disclosure will obtain written notice from the other party and afford such other party the opportunity to protect its interests. Judgment made on an arbitration award may be entered into by any court having jurisdiction.

13. Force Majeure. Excepting payment obligations, neither party will be liable for any delay or failure to perform its obligations under this Contract if such delay is due to circumstances beyond the reasonable control of the party, which results in that party's inability to timely perform hereunder. Such circumstances include without limitation acts of God, lightning, illegal strikes, earthquakes, floods, storms, fires, natural disasters, pandemics, acts of war, terrorism, riots, civil commotion, trade sanctions or other governmental restrictions on commerce, internet failure, postal or transportation delays, and changes in applicable law ("**Force Majeure**").

13.1. If a delay or failure to perform is caused by Force Majeure, the performance of that party's obligations will be suspended, and the affected party will be entitled to a reasonable extension of time for performing such obligations.

13.2. If a delay or failure to perform exceeds sixty (60) days due to Force Majeure, either party may terminate the Contract by providing written notice to the other party.

13.3. If the Contract is terminated due to Force Majeure, the parties will negotiate in good faith any payments or refunds that are due and equitable.

14. Termination

14.1. **For Cause.** For terms and conditions regarding Termination for Cause, see the 'Term and Termination' sections under Appendices A, B, C and D, as applicable to this Contract.

14.2. **For Convenience.** Client may terminate the Contract anytime during its term by submitting a thirty (30) day written notice to Hexagon. Notwithstanding the foregoing, the following provisions shall also apply as a result of early termination for convenience:

- a. Client will pay an early termination for convenience fee equivalent to the greater of fifty percent (**50%**) of the remaining contract balance or the amount equivalent to the twelve (12) month invoicing fees that would be due had the Contract not been terminated;
- b. The first-year fees paid in advance will not be reimbursed.



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- c. Where Maintenance / Subscription fees are not paid in advance for a respective Period, and Client terminates the relevant Contract / Order before the end of such Period, Client shall pay the remainder of the Maintenance / Subscription fees corresponding to the remainder of such Maintenance / Subscription Period;
 - d. Hexagon shall also be reimbursed for all costs and expenses incurred in relation to the demobilization of Hexagon's Personnel and equipment (if any) from Client's site, including subcontractors to Hexagon; and
 - e. If Client terminates a Hardware Order for Convenience, Client shall reimburse Hexagon for all Hardware items manufactured under such Order within the period between Order acceptance date and the date Hexagon received the termination notice. The reimbursement shall apply even if the corresponding Hardware items were not delivered to Client before termination and shall include any expenses associated thereof, such as, but not limited to man hours spent on manufacturing the Hardware items, Hardware parts, components and consumables.
- 14.3. **Due to Force Majeure:** Client or Hexagon, as the case may be, may terminate the Contract / Order anytime during its term if a delay or failure to perform its obligations exceeds sixty (60) days due to the occurrence of a Force Majeure event. In such case, the party affected by the Force Majeure event may terminate the Contract / Order by providing immediate written notice to the other party.
- 14.4. **Effects of Termination (For Cause or Convenience) or Expiration.** Upon termination or natural expiration of this Contract / Order:
- (A) Client agrees to immediately pay any amounts outstanding or otherwise due or payable to Hexagon for any reason;
 - (B) Should termination occur due to breach by Client, the License shall be revoked;
 - (C) Where Client terminates a Subscription, Client must immediately discontinue all use of the subscribed Hexagon Software licenses and/or Hardware units;
 - (D) If supplied under a Subscription Contract, Client shall, within five (5) business days of any such termination or expiration, pay for any costs related to the demobilization of Hexagon's personnel from Client's site and return to Hexagon all related materials (e.g., media, hardware keys, license keys, license files, Product manuals, training booklets, etc.). Client shall also cease to use the Software and Hardware and destroy or return all copies of the Software, return all Hardware items and related materials (e.g., media, hardware keys, license keys, license files, etc.) and all copies thereof that are under Client's possession. All returned items must be in good working condition, normal wear and tear allowed, and suitably packaged and shipped to avoid any damage or loss during transit. Client assumes all liability for any loss or damage to such items during shipment until such items reach Hexagon's premises. Any costs and expenses associated with the destruction or return of Hexagon's Products shall be borne by Client.
 - (E) Termination, suspension or expiry of this Contract shall not affect any rights accrued by a Party prior to the termination, suspension or expiry.
 - (F) The relevant terms of the Contract pertaining to liability, export, and protection of data and intellectual property rights remain permanently binding on the parties to the Contract.



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15. Refunds.

- 15.1. **Software.** Software license fees under a Purchase or a Subscription Contract are not refundable, whether the Contract is terminated for cause or convenience.
- 15.2. **Hardware.** Hardware fees under a Purchase or a Subscription Contract or Order are not refundable, unless Hexagon is unable to repair or replace the defective Hardware, pursuant to the provisions set out in Sections 5.2 (A), (B) and 8.3 of Appendix B.
- 15.3. **Services.** Services fees are not refundable, unless Hexagon is unable to remedy the defective Services, pursuant to the provisions set out in Sections 12.3 (A), (B) and 15.2 of Appendix C.
- 15.4. **Maintenance / Subscriptions.** No refunds will be provided for Maintenance / Subscription fees already paid by Client for the relevant Maintenance / Subscription Period.

16. Additional Terms.

- 16.1. **Integration.** No additional or conflicting terms from any other source, such as Client's purchase order forms or other documents, correspondence, or pre-printed terms and conditions that may be exchanged between the parties (except these General Terms and Conditions and its applicable Appendices) apply to this Contract. This Contract supersedes and cancels all previous agreements, communications, and negotiations, among the parties, written and oral, with respect to its subject matter.
- 16.2. **Amendments and Modifications.** Any amendments, modifications, or other changes to this Contract, including changes under any Order and changes to any scope of Products, must be in writing and agreed by both parties to be valid and binding.
- 16.3. **Severability.** If any provision of the Contract is determined to be invalid or unenforceable, such determination will not render the entire Contract unenforceable or invalid, but rather the Contract will be read and construed, solely with respect to the affected jurisdiction, as if the invalid or unenforceable provision is not contained therein or to the extent possible to conform to the original intent of the parties, and the rights and obligations of the parties will be construed and enforced accordingly.
- 16.4. **Waiver.** No right of either party will be waived except by notice in writing signed by each party. Any failure by either party to enforce any clause of this Contract, or any forbearance, delay or indulgence granted by one of the parties will not be construed as a continuing waiver of that party's rights under the Contract.
- 16.5. **Third-Party Beneficiaries.** Unless specifically designated in the Order, the parties do not confer any rights or remedies upon any person other than the parties to this Contract / Order and their respective successors and permitted assigns. Notwithstanding the foregoing, Hexagon Mining Inc. is an intended third-party beneficiary of this Contract with full rights to enforce any or all of the terms of this Contract. There are no other third-party beneficiaries to this Contract.
- 16.6. **Assignment/Sub-Contracting.** Neither party will assign or subcontract any obligations or rights under the Contract without the prior written consent of the other party, such consent not to be unreasonably withheld. Any assignment or subcontracting in violation of this provision is void. Notwithstanding anything to the contrary, either party may assign its rights and obligations



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under the Contract to any affiliate or parent company. Written notice of such assignment will be provided in a timely manner.

- 16.7. **Insurance.** Both parties will maintain in effect at all times the appropriate insurance coverage consistent with the type of supply or provisions set out in this Contract, as well as with industry standards from a reputable insurer, including as applicable, workers' compensation, travel, comprehensive general, professional and commercial liability coverage. Upon request, Client will provide Hexagon with proof of such insurance that names Hexagon as a loss payee.
- 16.8. **Language.** In the event this Contract or any portion hereof is translated or otherwise available in any other language, the English language version shall control in all respects, except where the local applicable law states otherwise.
- 16.9. **Non-Solicitation.** During the term of this Contract and for a period of one year thereafter, Client agrees that it will not, without Hexagon's prior written consent, directly or indirectly employ, solicit, engage, or retain the services of Hexagon personnel. If Client breaches this provision, Client is liable to Hexagon for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Hexagon may seek injunctive or other equitable relief. This provision will not restrict the right of Client to solicit or recruit generally in the media.
- 16.10. **Survival.** All provisions that are intended by their nature to survive performance of this Contract will survive such performance and/or the expiration or termination of this Contract. The parties specifically agree that the relevant terms of the Contract pertaining to liability, indemnification, warranties, export, and protection of IP rights and CI remain permanently binding.
- 16.11. **Notices.** Notices under the Contract may be delivered by hand, by mail to the addresses of the parties specified in the Order, or by email to their representatives, and in the case of Hexagon with a required carbon copy to legal.min@hexagonmining.com. Notice will be deemed provided, in the case of hand delivery, upon delivery, and in the case of mail, within three (3) days of deposit with the local postal services by registered or certified mail, postage prepaid, and return receipt requested, and in the case of email, when the recipient acknowledges having received that email (with a "read receipt" constituting acknowledgment of an email for purposes of this section).
- 16.12. **Headings.** Section headings and sub-headings are for convenience only and do not define, limit, or describe the scope or intent of any provision in this Contract.
- 16.13. **Relationship of the Parties.** Each Party shall at all times be an independent contractor of the other Party, and nothing in this Contract shall be construed as constituting a partnership, team, joint venture, representative, agency, or employer and employee relationship between the Parties or between any Party and any of the other Party's respective employees or subcontractors. Neither Party shall at any time hold itself or themselves out to be the employee of the other Party, nor shall they be entitled to any of the benefits provided by the other Party to its established or unestablished officers and staff.
- 16.14. **Publicity.** Hexagon may identify Client as a customer of Hexagon's in Hexagon's marketing materials and on its customer lists.
- 16.15. **Usage Statistics and Client Data.** To enhance the Products, Hexagon may collect anonymous usage statistics and data pertaining to the use of the Products from its customers. By using the Products, Client consents to allow the collection of anonymous usage statistics



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and data. If Client does not consent to such data collection, Client must not access or use the Products.

- 16.16 **Privacy and Data Protection.** Each Party warrants to the other Party that it has complied with the applicable Data Protection Privacy Act in obtaining any Personal Information disclosed by it pursuant to this Contract.
- 16.17. **Data Retrieval Upon Termination.** Client will provide written notice to Hexagon within thirty (30) days of the termination or expiration date of any electronic data Client requests from Hexagon relating to the Products. After the 30-day deadline, Hexagon reserves the right to permanently delete any and all Client-associated data. Any data delivered to Client after the 30-day deadline will be provided only on a for fee basis.
- 16.18. **Compliance with Anti-Corruption Laws.** Hexagon and Client agree that they will at all times comply with all Legal requirements relating to anti-bribery, anti-corruption and anti-money laundering (and must not do anything, or omit to do anything, to cause the other party to be in breach of any such Legal requirements). In additions to the foregoing, Hexagon: (a) warrants that neither it, nor any of its affiliates, subsidiaries, representatives, officers, agents, employees or contractors, has been convicted of any offence, and has not been the subject of any investigation or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, under any applicable laws, rules and regulation relating to anti-bribery, anti-corruption and anti-money laundering; and (b) shall give Client notice immediately upon becoming aware of any breach (or suspected breach) of this section.
- 16.19. **Export Restrictions.** The Products may be subject to United States (“U.S.”) regulations, orders or other restrictions as well as to the regulations, orders and restrictions applicable to the country where the relevant Hexagon entity is located regarding export of software, hardware, services, technical data or derivatives thereof. Notwithstanding anything else in this Contract to the contrary, Client shall not directly or indirectly export (or re-export) Hexagon’s Products or any derivatives thereof, or permit transshipment of same, (i) in violation of this Contract, or (ii) into (or to a national or resident of) Afghanistan, Cuba, Iran, North Korea, Sudan, Syria, Venezuela or any other country subject to U.S. economic sanctions or other trade controls; or (iii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals and Blocked Persons, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers or the U.S. Commerce Department’s Table of Deny Orders, Denied Persons List, Unverified Parties List, Entities List, or the U.S. State Department’s list of Debarred Parties, or (iv) to any country or destination for which the U.S. government or U.S. governmental agency requires an export license or other approval for export without first having obtained such license or other approval. In the case of item (iv), Hexagon will provide an export control number for Hexagon Products upon request. Client recognizes and agrees that items (i)-(iv) may change from time to time, and Client will ensure cooperation with current laws.
- 16.20. **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed one and the same instrument. A copy of this Contract executed by any party and transmitted by facsimile or, to the extent permitted by applicable law, executed by electronic signatures, will be binding upon the parties as an original, executed and delivered in person.
- 16.21. **Order of Precedence.** In the event of any inconsistency or discrepancy, the following order of precedence will prevail: (i) Hexagon’s Proposal / Quotation; (ii) these General Terms and Conditions; (iii) the Special Conditions (Appendices) and (iv) the Purchase Order(s) issued by Client.



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16.22. **Formation of Contract.** These terms and conditions (along with any Proposal or Quotation) apply to the Contract entered into with the Client whether as an offer, or as an acceptance of an offer), and shall prevail, in the event of any conflict between them and Client provided terms. Any terms and conditions proposed, published or sent by the Client to Hexagon or otherwise referred to in any document or material provided by the Client to Hexagon (including any terms and conditions published on any website or contained in any online ordering process, whether or not acknowledged by Hexagon) do not form part of (and are expressly excluded from) this Contract. If the Client provides, refers to, submits or otherwise uses terms and conditions other than those included herein (including as part of the submission of a purchase order) such terms and conditions will not form part of or become incorporated into this Contract.