

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions and the Order Form executed by Hexagon and the Client identified in the Order ("Order") together form the entire binding agreement ("Contract") between the parties for use of Hexagon Hardware, provision of Professional Services, and licensing of Hexagon Software (collectively, "Product(s)").

- 1. Parties.** Use of the term "Hexagon" refers to Hexagon Mining Inc. or the Hexagon affiliate indicated in the Order. The term "Client" refers to the entity identified in the Order. Both Hexagon and Client may be referenced as a "party" in singular and "parties" in plural. The sole parties to the Contract are Client and the specific affiliate of Hexagon Mining Inc. indicated in the Order. Client expressly agrees that only the Hexagon affiliate indicated in the Order is a party to this Contract and liable hereunder and no other Hexagon affiliates are bound or responsible hereunder. Client agrees that it is solely responsible for its employees' and its affiliates and its affiliates' employees', and its contractors' use of Hardware, Software, and Services and for compliance with all terms and conditions under this Contract. Client will ensure such persons are aware of the responsibilities in this regard.
- 2. Important Notice of Personal Injury.** **ALL HEXAGON 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 OR DEVICE 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 OPERATOR OF THE VEHICLE 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. Documentation.** Hexagon will supply or otherwise make available to Client all applicable operating manuals and safe working procedures (together, "Documentation") for Products. If Client does not receive such Documentation or does not understand any aspects of such Documentation, Client agrees to contact Hexagon and to obtain and review the

Documentation before using any Product(s). Client may copy or reproduce the Documentation to the extent reasonably required for the purpose of using Products during the applicable term. All right, title, and interest in and to such copies shall belong to Hexagon. The Client must ensure that the copies are clearly marked with a notice stipulating that the Documentation belongs to Hexagon and must not be reproduced except in accordance with the terms of this Contract.

- 4. Intellectual Property.** Hexagon or its licensor(s) own and retain all intellectual property rights in the Product(s) and Documentation subject to this Contract, including any modifications or derivatives to the same, whether made by Hexagon, Client, or a third party. This includes intellectual property rights in Software, Hardware, Services, Documentation and industrial and intellectual property rights throughout the world including copyright, patents, trademarks, designs, trade secrets, mask works, know-how, moral rights, confidential information and circuit layouts. It also applies to all concepts, copyrights, developments, discoveries, enhancements, improvements, innovations, inventions, techniques and other proprietary rights related to the Hardware, Software, and Services. These intellectual property rights are protected by numerous local and international laws and treaties. Notwithstanding the foregoing, Client retains all intellectual property rights in its data and corresponding data output from the Product(s) and Services.
- 5. Confidential Information.** "Confidential Information" is defined as trade secrets and other confidential information of either party, including, without limitation, Product specifications, Documentation, technologies, architectures, systems, data, formulas, know-how, processes, designs, photographs, samples, research and development, price lists, customer information, market studies, proposals, negotiations, sales, budgets, and financial information and any other information which, by its nature, would be reasonably considered to be confidential. Except as set forth below, both parties agree to use reasonable care to protect such Confidential Information from unauthorized use and disclosure to any other party.

 - 5.1.** The disclosing party agrees that the receiving party may share such Confidential Information with personnel, officers, directors, and contractors to the extent review of the Confidential Information is reasonably necessary and appropriate in the performance of this Contract. Notwithstanding the foregoing, in no event will Client disclose Hexagon Confidential Information for any purpose to any third party that is a competitor of Hexagon.
 - 5.2.** The obligation of confidence does not apply to Confidential Information that is:
(A) required to be disclosed by applicable law or the rules of any stock exchange on which the recipient's securities are listed, so long as the recipient:

- (i) before disclosing any information, gives a reasonable amount of notice to the disclosing party, fully cooperates with the disclosing party in its efforts to prevent disclosure, and takes all reasonable steps (whether required by the disclosing party or not) to maintain that Confidential Information in confidence; and
 - (ii) discloses the minimum amount of Confidential Information required to satisfy any applicable law or rules;
 - (B) in the public domain otherwise than as a result of a breach of this Contract or another obligation of confidence;
 - (C) independently developed by the receiving party without access to or use of the other party's Confidential Information; or
 - (D) already known by the receiving party independently of its interaction with the other party and free of any obligation of confidence.

- 6. **Orders.** Hexagon will generate the Order identifying the Hardware, Software, and/or Services to be purchased, applicable pricing, requested shipment dates for Hardware, quantity, term, and any other use restrictions. Unless otherwise noted on the Order, all Hardware and Software are purchased on a subscription basis for the time period defined in the Order. Any purchase order that may be issued by Client for Hexagon Hardware, Software, and/or Services will be governed solely by the terms of this Contract.

- 7. **Payment; Taxes.**
 - 7.1. **Invoicing; Fees.** All Hardware, Software, and Services will be invoiced by Hexagon as specified in the Order. Unless otherwise stated in the Order, Hexagon Annual Support/Active Customer Care fees are due and payable annually in advance. Client agrees that fees may increase for any renewal term(s).
 - 7.2. **Payment.** Unless otherwise specified in the Order, all invoices are due upon receipt. An invoice that remains unpaid after thirty (30) days is considered delinquent and will accrue interest at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lower. All fees paid are nonrefundable.
 - 7.3. **Late Payments.** If payment is delinquent, Hexagon reserves the right to suspend or cancel further performance of the Contract at its sole discretion. In the event of more than one late payment, Hexagon reserves the right to require full payment prior to performing or delivering subsequent Products. Late payments related to any required Annual Support/Active Customer Care will be charged a ten percent (10%) reinstatement charge.
 - 7.4. **Invoice Disputes.** Client agrees to notify Hexagon within fifteen (15) days of receipt of any invoice if it disputes such invoice or any portion thereof along with reasonable documentation as to the dispute. All portions of the invoice not in dispute are

- payable as if such invoice was not under dispute. For the disputed portion, the parties will discuss and timely resolve in good faith. If, after discussions, it is determined that any such amount was improperly disputed, Client agrees to pay such disputed amount together with interest accruing as of the date the invoice was originally due at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lower.
- 7.5. Taxes.** Unless otherwise specified in the Order, fees due are exclusive of taxes, duties, and other charges imposed or levied by a governmental entity in connection with the subject matter of this Contract. If applicable, Client is responsible for all costs for customs documentation, duties, taxes (including VAT and GST), and other charges or fees payable in respect of or in connection with the Products supplied by Hexagon under this Contract.
- 8. Software.** The term "Software" applies to all Hexagon pre-installed or loadable on-board application software and office or personal computer-based software, including the media on which Client receives it, if any, as well as any corresponding software updates, patches, and materials and Documentation as may be provided by Hexagon.
- 8.1. License Grant.** Upon payment of applicable fees and subject to the terms of the Contract, Hexagon grants to Client a non-exclusive, non-sublicensable, limited, non-transferable (except as may be permitted in accordance with section 20.7), revocable (in accordance with Section 16.3) license to install and operate the Software, commencing on the date of delivery to Client for the term set forth in the Order and subject to any additional restrictions in this Contract. Client understands that this is a license and is not the sale by Hexagon or the purchase by Client of any other Software rights or for perpetual access to the Software. All rights not specifically granted hereunder are reserved by Hexagon.
- 8.2. License Conditions and Restrictions.**
- (A)** Client agrees to follow industry standards to protect the Software, Documentation, and any other related materials from unauthorized use, misuse, reproduction, distribution or publication.
 - (B)** Use of the Software may require a license key from Hexagon. This license key is a valuable asset and must be protected carefully. If a license key is lost or stolen, Client may be responsible for replacement costs and other fees solely at the discretion of Hexagon.
 - (C)** The various components of the Software are licensed as a single unit. Client may NOT separate the components and install them on different devices.
 - (D)** Installation and use of the Software is subject to the license limitations set forth in the Order, such as number of authorized users or locations. No other copies, use or installation is permitted.

- (E) Unless otherwise set forth in the Order, each license used to operate the Software may not be used concurrently on different computers. Use of the Software is restricted to a single location or on a single personal computer. Creating simultaneous multiple users by any means is prohibited.
 - (F) Client may transfer the Software and related Documentation between related Client sites only with prior written consent from the Hexagon, not to be unreasonably withheld, following payment to Hexagon of applicable transfer fees, which may be invoiced by Hexagon.
 - (G) Client agrees to notify Hexagon of any problems with the Software. In addition, Hexagon welcomes Client's feedback and ideas for enhancements to the Software. In the event Client provides such feedback and ideas, Client unconditionally and irrevocably assigns to Hexagon, its entire right, title and interest in and to any intellectual property rights (including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights) that Client may now or hereafter have in or relating to the Software or Documentation (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 feedback may be used by or on behalf of Hexagon for any purpose but that Hexagon is not required to use any feedback.
- 8.3. Usage Statistics.** As part of Hexagon's continuous and ongoing effort to enhance the utility and accuracy of its Products, Hexagon may collect anonymous usage statistics from its customers. By utilizing the Software under the terms of this Contract, Client consents to allow the collection of anonymous usage statistics. If Client does not consent to such statistics collection, the Client must configure the application accordingly in order to opt out of the collection of statistics.
- 9. Hardware.** The term "Hardware" applies to any equipment, hardware, products or other goods including system software (operating software and/or firmware) pre-installed on the same necessary for switching on and running the Hardware.
- 9.1. Shipments.** Hexagon will use commercially reasonable efforts to maintain the delivery date(s) as per the Order. However, all shipment dates are approximate and not guaranteed. Any partial shipments must be agreed separately in writing and are conditioned upon Client's agreement to pay the corresponding invoice for the completed portion of the Order.
 - 9.2. Risk of Loss.** All shipments are EXW (Incoterms 2010). Risk of loss shall pass to Client upon shipment or upon pick up at Hexagon's offices as applicable ("Delivery"). In the event applicable law does not recognize a security interest in retained title, Client hereby grants and Hexagon retains a security interest in the Hardware until full

- payment has been received by Hexagon. Client grants Hexagon the right to perfect its security interest by filing any registrations, notices, or other filings as may be required in Hexagon's sole discretion.
- 9.3. Transportation.** Client is responsible for insuring Hardware against loss for the full replacement value during transport to Client. Client agrees to prepare and load the products at Hexagon's facilities in accordance with standard industry practice so as to minimize the risk of loss or damage to the Hardware during transit.
- 9.4. Storage.** Hexagon is not, at any time, responsible or accountable for guarding, storing or keeping any Hardware safe from harm and/or environmental conditions at Client's facilities. Such responsibility or accountability shall rely on Client solely.

10. Annual Support/Active Customer Care.

- 10.1. Technical Support.** Unless otherwise stated in the Order, technical support for Hardware and Software is available seven (7) days a week through Hexagon regional offices via email, internet, and telephone provided Client is current with any required payments for Annual Support/Active Customer Care. In many countries, toll-free telephone numbers are provided for support. Technical Support representatives may provide assistance for the installation of enhancements, corrections and updates during Hexagon's normal business hours.
- 10.2. Software Upgrades and Updates.** Hexagon will make available to Client upgrades and updates to Software and Hardware if and as the same become generally available from Hexagon for any term for which any applicable Active Support/Active Customer Care fees have been paid. The technical support specialist will be able to assist with the download and installation process of such upgrades and updates, if required.
- 10.3. Errors; Enhancements and Fixes.** Hexagon will work to resolve any reported Software errors or problems and find a temporary solution within a reasonable period of time. Hexagon will provide any such corrections and enhancements to Client when available for general release.
- 10.4. Excluded Services.** Unless otherwise specified in the Order the following are not included as part of Annual Support/Active Customer Care:
- (A)** professional services such as: user training, Software customization, implementation, or consulting;
 - (B)** Client issues unrelated to Hexagon Software or Hardware such as: Client's host or applications software, Client's hardware or cabling, power or environmental conditions, or human error.

- 11. Professional Services.** The term "Services" refers to those services set forth in an Order to be provided by Hexagon. Services do not include technical support for the software, updates,

upgrades, defect corrections, or Hardware maintenance, which are covered under Annual Support/Active Customer Care.

11.1. Scheduling. Services will be scheduled by Hexagon after Contract execution, receipt of any advance payment (if required by the Order), and review of Hexagon's resource availability. Hexagon and Client will work together to determine when the Services will be scheduled.

(A) Schedule Revisions. Hexagon reserves the right to modify the agreed schedule with reasonable notice to Client. If Client does not accept such modification, the parties agree to promptly discuss and agree on a revised schedule in writing.

(B) Schedule Changes by Client. If Client desires to modify the agreed schedule or any such agreed modified schedule or does not permit Hexagon to begin performance as agreed, Client agrees to reimburse Hexagon for all expenses incurred as a result of such modification or delay, including costs at standard hourly rates for Hexagon personnel that cannot be reasonably reassigned on short notice. Where a period of suspension extends beyond 90 days, Hexagon has the right to terminate the Order without liability upon written notice to Client.

11.2. Client Delays. Client is liable for all costs and losses suffered by Hexagon, including Hexagon personnel costs (at standard hourly rates) as a result of any embargo, piracy, strike, government sanctions, change in applicable laws in Client's jurisdiction or schedule delays caused by Client, such as, but not limited to, failure of Client to provide timely and accurate data, specification, site information, site clearances or credentials (as applicable), incorrect software installation, unavailability of trucks, unauthorized radio frequencies, reasonable safety concerns of Hexagon, Client's failure to comply with the Client Site Requirements outlined below, or any other failure to comply with relevant terms of this Contract. Where the period of such delay extends beyond 90 days, Hexagon has the right to terminate the Order without liability upon written notice to Client.

11.3. Scope Changes. Client shall promptly notify Hexagon if it desires to change the scope of the Services in any manner. Any changes to the scope of Services requested or required (due to Client specific circumstances), including any necessary data correction, will be detailed in a mutually signed addendum to the Order and invoiced at the rates specified in the original Order (if no rates are specified, at Hexagon's current rates).

11.4. On-Site Services. If Client requires risk reduction, hazard recognition, induction, or similar training at Client's facilities, or if Client requires Hexagon personnel to undertake drug and/or alcohol testing prior to entering Client's facilities or before performance of Services, Client may be charged at the standard hourly rate for the time incurred by the Hexagon personnel in completing such activities. If Client requires

the execution of a non-disclosure agreement prior to entering its site, Client agrees that the Confidentiality provisions outlined in this Contract are sufficient and Hexagon personnel will not be required to sign such a document. Any such document, if signed, will have no applicability to the parties or this Contract.

11.5. Client Point of Contact. Client agrees to provide Hexagon with a Client point of contact with decision-making authority and who is sufficiently qualified to evaluate Hexagon's performance of Services and has administrative rights on Client's systems.

11.6. Client Site Requirements.

- (A) Safe and Suitable Working Environment.** For Services performed on Client's site, Client must provide Hexagon personnel with site access, suitable working space, and typical office amenities such as internet access, printers, office supplies, computers, servers, and network access subject to Client's information technologies policies, etc.
- (B) On-Site Transportation.** Client agrees to provide safe and reliable transportation and drivers as necessary to transport Hexagon personnel performing Services to Client location(s).
- (C) Lifting Equipment; Surveyors.** As the Services require, Client agrees to provide appropriate lifting equipment (e.g., crane, elevated work platform (EWP) equipment, etc.) and suitable and authorized equipment operators and riggers. Client agrees to supply a qualified surveyor as required by Hexagon to measure fixed positions for accuracy tests during commissioning.
- (D) Required Technology; Infrastructure; Documentation.** Client understands that no information technology, telemetry, communications, servers, laptops, switches or other equipment or infrastructure is supplied by Hexagon to Client. Client agrees to have the following available at installation and commissioning and for ongoing support, as applicable.

 - (i) IP-Based Network.** Client agrees to provide Hexagon with an IP-based network for communications. Hexagon personnel will arrive with a device capable of operating on such network.
 - (ii) VPN.** Client server(s) must have unimpeded permanent VPN and e-mail access (or other acceptable remote access approved by Hexagon in advance).
 - (iii) E-mail.** An e-mail account is required on the Client server for remote support. SMTP for sending e-mail via a standard port (25). Any necessary relaying should be allowed. IMAP for receiving mail via a standard port (143). The Client will provide the server name, logon name, e-mail address and password.

- (iv) **Administrative Rights.** Hexagon must have local administrator rights on the Client server as reasonably necessary to provide the Services. The Client will need to supply the server name, logon name, and password.
- (v) **Dedicated Server.** Hexagon will set up a dedicated server in coordination with Client's information technology personnel. This server must be dedicated for Hexagon Products only to avoid application and real-time database conflicts.
- (vi) **Inductions and Medicals.** In some cases, Hexagon will provide Client with a limited number of generic inductions and medicals. Client will be charged for any additional inductions and medicals required.
- (vii) **Diagrams and OEM Protocols.** Client is required to make available reasonable technical and wiring diagrams for mobile equipment as well as all original equipment manufacturer (OEM) protocols and use agreements for OEM equipment that Hexagon will interface with.

11.7. Modifications to Client Equipment. In some instances, existing on-site client equipment or machines may need to be modified. Such modifications must be performed by qualified and authorized on-site Client personnel. Hexagon may, in limited circumstances, provide limited guidance as requested by Client, however, any such work is done at Client's sole risk, and Client agrees that Hexagon is not be liable for any damage or loss related to such work.

11.8. Completion. Services under any Order will be deemed completed when Hexagon delivers the final notice of completion to Client for such Services.

12. Data Transfers. Client understands and agrees that certain Products may require the disclosure to and use of certain data by Hexagon regarding Client employees, which data is or may be considered personally identifiable or sensitive information under any jurisdiction's laws, such as employee location and biometric facial data. Client is solely responsible for ensuring that it has the right to 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.

13. Warranty

13.1. Hexagon. Hexagon warrants the following to Client:

- (A) **Right to Contract; Compliance with Laws.** Hexagon warrants that 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 in connection with the sale and provision of Hexagon Products.
- (B) **Product Warranties**

- (i) **Services.** Hexagon warrants that all Services will be performed in a professional manner and with skill, care, and diligence consistent with customary and prudent industry practices for a period of thirty (30) days after the completion of each Service.
- (ii) **Software.** Hexagon warrants that, at the time of initial installation, the Software will substantially conform to published specifications, provided that it is used properly in accordance with the Documentation and is used on the computer hardware and with the operating system for which it was designed.
- (iii) **Hardware.** Hexagon warrants that Hardware (including any system software) will substantially conform to published specifications and will be free from material defects in workmanship and materials, under normal use, in accordance with the Documentation for ninety (90) days from the date of Delivery by Hexagon. The aforementioned warranty does not apply to Hardware repaired or replaced by Hexagon. Such repaired or replaced Hardware will be warranted for the time period as set forth in the Order or if none for a period of thirty (30) days from the date of Hexagon's return shipment back to Client.
- (iv) **Other Warranties.** If applicable law mandates a different warranty than as stated herein, Client agrees that the applied warranty will be limited and disclaimed to the greatest extent permitted by such applicable law.

13.2. Client. Client warrants the following to Hexagon:

- (A) **Right to Contract; Compliance with Laws.** Client warrants that 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 in connection with the purchase, license, receipt, use and disposal of the Products.
 - (i) **Export and Embargo Restrictions.** Client warrants that it will not carry, bring, export, transfer or in any other way convey Hexagon Products to any country or territory where such presence is forbidden by international policies or export laws as set by the United States of America and other countries whose laws are applicable to Hexagon or Client.
 - (ii) **Anti-Bribery/Anti-Corruption.** Client warrants compliance 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. Client warrants that it has and will at all times maintain adequate policies and procedures to ensure such compliance.

- (B) **Health and Safety.** Client warrants that all sites and premises where Hexagon will provide Services will at all times comply with applicable health and safety laws and will be a safe and non-hazardous working environment suitable for the effective provision of Services.
- (C) **Anti-Piracy.** Client warrants that it has clear policies and procedures designed to prevent software piracy in any form, and that it does not allow its employees to use pirated software (i.e. software not legally licensed to the user) in their work for Client. If requested, Client will issue a notice in a form approved by Hexagon to all relevant employees, advising such persons of Client's obligations under this Contract and also advising of the possibility of civil and criminal consequences of a breach due to unauthorized use or copying of the software.
- (D) **Time-Sharing Bureaus.** Client warrants 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 (excepting permitted assignees), or use the Products on a service bureau or time sharing arrangement without the prior written consent of Hexagon.
- (E) **Software.**
- (i) Client warrants it will not modify, translate, reverse engineer, decompile, disassemble, make any attempt to discover the source code of the Software or the underlying ideas, algorithms, structure or organization form of the Software, or create derivative works based on the Software or its related materials or Documentation.
 - (ii) Client warrants it will not attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any Software protection mechanisms for and/or in the Software, including, without limitation, any such mechanism used to restrict or control the functionality of the Software
 - (iii) Client warrants that it will promptly notify Hexagon if Client becomes aware of any infringement of Hexagon's intellectual property rights in the Software or any breach of security or unauthorized use of the Software.
 - (iv) Client warrants it will not remove, delete, alter or obscure any trademarks, copyright, proprietary notices, labels, or marks from the Software or Documentation, or from any third-party software incorporated into Hexagon's Software.
- (F) **Hardware.** Client warrants it will not modify, reverse engineer, reverse assemble, reverse compile, decompile, disassemble, or otherwise manipulate the whole or any part of the Hardware or directly or indirectly allow or cause a third party to do so.

13.3. Warranty Disclaimers.

- (A)** Except as expressly provided for in Section 13.1, the Hardware, Software, Services, and related Documentation are provided "AS IS". The warranties set forth in Section 13.1 are the sole and exclusive warranties given by Hexagon with respect to the Hardware, Software, Services, and related Documentation and any other component of the Products and are in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise, including, without limitation, warranties of merchantability, title, satisfactory quality, non-infringement, course of dealing or performance, usage in trade, and fitness for a particular purpose or intended use (whether or not such use or purpose has been disclosed to Hexagon) concerning the performance, capacity, capability, and quality of the Hardware, Software, and Services.
- (B)** Hexagon does not warrant that Client's use of Products will be error free or free from interruption or failure. Client hereby acknowledges that Products may become unavailable or interrupted due to any number of factors, including but not limited to periodic system maintenance, acts of God, technical failure, user error, hardware/Hardware failure, telecommunications infrastructure problems, viruses, denial of service attacks, increased or fluctuating demand, actions or omissions by third parties, or other causes.
- (C)** Client's warranty will be immediately voided as a result of Product defects or malfunctions caused by acts or omissions in violation of this Contract; maintenance, repair, alterations, or modifications made without written authorization of Hexagon; improper storage, installation, handling, or use, including any use of the Products with any software or hardware not provided by Hexagon; or failure to use Products in accordance with the Documentation or other technical specifications or system requirements.
- (D)** Warranties do not extend to consumables, such as, but not limited to, cables, reflectors, antennas, bulbs, fuses, batteries, or to normal wear and tear or deterioration.
- (E)** Warranties do not extend to any third party products.
- (F)** Hexagon does not warrant any financial or other results which may be expected by Client in regards to use of any Products.

13.4. Remedies

- (A)** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY PRODUCT (HARDWARE, SOFTWARE, OR SERVICES) WARRANTY IS REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THE

AFFECTED PRODUCT(S) EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

- (B)** Client must notify Hexagon within thirty (30) days of Client's discovery of any Product warranty defect. Hexagon reserves the right to inspect Products to confirm warranty applicability. If such Product qualifies as a warranty defect, Hexagon in its sole discretion and as Client's sole and exclusive remedy will repair or replace the Product or issue a refund for the Product for the portion of the Product found by Hexagon to be defective. Failure by Client to give Hexagon notice of the defect within the applicable time period will be an unconditional and absolute waiver of Client's claim for such defect. Client agrees to return such Product(s) to Hexagon's designated premises at the Client's expense. The Client will, at its own expense, arrange for any required dismantling and reassembly of any other equipment to the extent necessary to remedy the defect.

14. Limitation of Liability

- 14.1.** 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, or punitive damages of any kind, or costs of procurement of substitute products or services, or for the loss of revenue or profits (both direct and indirect), loss of business, loss of information or data, or other information or financial loss arising out of or related to this Contract, even if the party had been advised of the possibility of such damages.
- 14.2.** Under no circumstance shall Hexagon's liability to Client exceed the aggregate amounts paid by Client for the particular Product in question in the twelve (12) months preceding the event giving rise to the damage.
- 14.3.** 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; any personal injury, including death to the extent caused by the Products; failure to comply with the law; either party's indemnification obligations under this Contract; or in the case of Client, losses or expenses to due cancellation or delay, violation of Hexagon's intellectual property rights, breach of warranty, or failure to pay fees when due.
- 14.4.** The aforementioned limitations of liability shall apply even if any remedy provided herein shall fail of its essential purpose. In the event that applicable law does not allow the complete exclusion or limitation of liability of claims and damages as set forth herein, liability and damages are then limited to the greatest extent permitted by applicable law.

- 14.5.** Client 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. Hexagon shall 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.
- 14.6.** Hexagon will not be liable in any manner whatsoever for suspending or cancelling shipments or performance hereunder in the event any Product is subject to a credible allegation of infringement in Hexagon's reasonable judgement.
- 14.7.** Hexagon shall 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.

15. Indemnification

- 15.1.** 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) incurred as a result of any third-party claims, allegations, lawsuits, actions or demands to the extent arising from or relating to a claim that a Hexagon Product violates any United States patent or copyright in existence as of the date of shipment provided: (i) Client maintains a valid warranty claim for such Product; and (ii) such Product is used in accordance with the Documentation.
- 15.2.** Client will defend, indemnify, and hold Hexagon harmless from and against any liabilities, settlements, penalties, costs, damages, fees, fines, losses, judgments, liabilities, and expenses (including reasonable attorneys' fees and costs) incurred as a result of any third-party claims, allegations, lawsuits, actions and demands arising from or relating to: (a) a violation of any applicable laws or noncompliance with applicable regulations by Client or its affiliates or their respective employees or contractors; (b) access to or use of the Hardware, Software, Services, or Documentation by Clients or its affiliates in the conduct of their respective business (including improper or unlawful use of Hexagon's Hardware, Software, Services or Documentation); (c) the gross negligence, or willful or wanton misconduct of Client or its affiliates or any personal injury, property damage or death as the result of any act or omission on the part of Client or its affiliates or their respective employees or contractors; (d) any misuse or unauthorized disclosure of any Hexagon Confidential Information; (e) any claims for intellectual property 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; and (f) any disclosure of Client data to or use of Client data by Hexagon as contemplated by this Contract.

15.3. 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 must provide the indemnifying party with reasonable cooperation and assistance as requested. Both parties agree not to institute or defend proceedings in connection with any claim under this Contract without first obtaining the other party's written consent.

16. Term and Termination

16.1. Term. The term of this Contract shall begin on the date of signed Order and continue until there has been no Order in place for at least twelve (12) months.

16.2. Term Renewals.

- (A)** Hardware and Software subscription renewals will be executed by mutual written agreement and will extend the term of the Order automatically without other modification.
- (B)** Annual Support/Active Customer Care will automatically renew for additional one-year periods at the price quoted by Hexagon in advance unless either party gives written notice of its intention to terminate no later than sixty (60) days prior to the expiration of the current annual support period.

16.3. Termination.

- (A) By Hexagon.** Hexagon may terminate this Contract or any Order in writing with immediate effect: (i) if Client breaches any material term of the Contract or Order provided, however, that if such breach is curable to Hexagon's reasonable satisfaction, Client is afforded a ten (10) day right to cure after written notice to Client by Hexagon of such breach; (ii) in the event of any dishonest, illegal, or other material action detrimental to the interests of Hexagon; (iii) in the event of liquidation, dissolution or discontinuance of business by Client or the filing of any petition by or against Client under any federal or state or other applicable bankruptcy or insolvency laws.
- (B) By Client.** Client may terminate this Contract or any Order in writing with immediate effect in the event Hexagon breaches any material term of the Contract or Order, provided, however, that Hexagon is afforded a thirty (30) day right to cure after written notice to Hexagon by Client of such breach. Orders for Products are non-cancellable and non-returnable unless otherwise stated in the Order. To the extent Hexagon otherwise permits a cancellation or return in its discretion, Client agrees that such Hardware and Software will be returned to Hexagon in new condition and Client agrees to pay Hexagon for any for any and all costs and expenses already incurred or that Hexagon is

unable to avoid after reasonable effort in reliance on Client and this Contract and any Services must be paid in full.

16.4. Effect of Termination or Natural Expiration. Upon the termination or natural expiration of this Contract, Client agrees to immediately cease using all Software and Hardware, including such Documentation, Confidential Information and any related materials (e.g., media, hardware keys, license keys, license files, etc.) and all copies thereof and to within five (5) business days at Client's cost return same to Hexagon, or alternatively and upon Hexagon's written consent, to destroy same at Client's cost in accordance with the NIST Guidelines for Media Sanitization, Special Publication 800-88, Rev. 1 at a level of "purge" or higher. All returned item to Hexagon 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.

17. 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 State of Arizona, United States of America, without regard to its conflicts of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Contract.

18. Dispute Resolution. In the event of any dispute between the parties arising out of this Contract, the parties agree as follows:

18.1. 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.

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

(A) Litigation. 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 in accordance with Clause 15, Applicable Law. The prevailing party is entitled to collect from the other party its reasonable attorneys' fees and costs associated with the proceedings.

(B) Arbitration. For any Client located outside the United States, the parties agree to initiate arbitration procedures in a court of competent jurisdiction in

accordance with Clause 15, Applicable Law. Each party shall bear its own costs in such arbitration proceedings with the exception of the fees and expenses of the arbitrators, which shall be shared equally between the parties. All aspects of the arbitration shall 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.

19. Force Majeure. Excepting payment obligations, neither party will be liable for any delay or failure to perform its obligations pursuant to 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, but are not limited to, Acts of God, lightning strikes, earthquakes, floods, storms, fires, natural disasters, acts of war, terrorism, riots, civil commotion, strikes, import or export controls or other governmental restrictions, internet failure, interstellar invasions, zombie apocalypses, postal or transportation delays, and changes in applicable law ("Force Majeure").

19.1. 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.

19.2. 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.

19.3. 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.

20. Additional Terms.

20.1. 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) 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.

20.2. Order of Precedence. In the event of any inconsistency or ambiguity between the Order and these General Terms and Conditions, the following shall be the order of precedence: (i) the Order; and then (ii) the General Terms and Conditions.

20.3. Amendments and Modifications. Any amendments, modifications, or other changes to this Contract, including changes under any Order and changes to any scope of Services, must be in writing and signed by both parties in order to be valid and binding.

- 20.4. 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.
- 20.5. 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.
- 20.6. 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 and their respective successors and permitted assigns. Notwithstanding the foregoing, Hexagon Mining Inc. is an intended third-party beneficiary of this Contract will full rights to enforce any or all of the terms of this Contract.
- 20.7. Assignment/Sub-Contracting.** Neither party shall 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, Hexagon may assign its rights and obligations under the Contract to any affiliate or parent company. Written notice of such assignment shall be provided in a timely manner.
- 20.8. Insurance.** Both parties will maintain in effect at all times the appropriate insurance coverage consistent with industry standards from a reputable insurer, including as applicable, workers' compensation, travel, comprehensive general, professional and commercial liability coverage.
- 20.9. 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.
- 20.10. 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 consent, directly or indirectly employ, solicit, engage, or retain the services of Hexagon personnel. In the event 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 also seek injunctive or other equitable relief. This provision shall not restrict the right of Client to solicit or recruit generally in the media.
- 20.11. Survival.** All provisions that are intended by their nature to survive performance of this Contract shall 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 intellectual property rights and Confidential Information remain permanently binding.
- 20.12. 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 (“cc”) to legal.mp@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 United States Postal Services at a post office in the United States 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).
- 20.13. 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.
- 20.14. 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.