

HEXAGON MINING SPECIAL TERMS AND CONDITIONS

APPENDIX C – PROFESSIONAL SERVICES

1. **Introduction.** This **Appendix C** constitutes an integral and inseparable part of the Contract along with the Hexagon Mining General Terms and Conditions and the Hexagon Quote or Order Form generated by Hexagon and executed by Hexagon and the Client (“**Order**”) for the provision of Hexagon’s Professional Services as agreed upon by the parties in the applicable Order.
2. **Professional Services Definition.** Professional Services (“**Services**”) means those services set forth in an Order to be provided by Hexagon or its third-party representatives, resellers, or agents. Services may be provided by Hexagon remotely and/or on Client’s site and may comprise the installation, configuration, customization and/or implementation of Hexagon’s Products, as well as, consulting and training of Client’s professionals. Services **do not include** Software and/or Hardware Maintenance, which is/are covered under **Appendix D – “Special Terms and Conditions – Maintenance / Subscription”**.
3. **Scheduling.** Services will be performed by Hexagon after Contract / Order execution, according to the schedule defined thereof or set out in the Order. Hexagon may modify the agreed schedule with reasonable prior notice to Client. If Client does not accept such modification, the parties agree to promptly discuss and agree on a revised schedule in writing. If Client wants to modify an agreed schedule or does not permit Hexagon to begin performance as agreed, Client agrees to reimburse Hexagon for all expenses incurred for 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 ninety (90) days, Hexagon has the right to terminate the Order / Contract without liability upon written notice to Client.
4. **Client Delays.** Client is liable for all costs and losses suffered by Hexagon, including Hexagon personnel costs (at standard hourly rates) for any piracy, strike, or schedule delays caused by Client, including without limitation failure to provide timely and accurate data, specifications, site information, site clearances or credentials, or incorrect Product installation, unavailability of trucks, unauthorized radio frequencies, reasonable safety concerns of Hexagon, Client’s failure to comply with the Client site requirements (Section 8), or any other failure to comply with relevant terms of this Contract. If a delay extends beyond ninety (90) days, Hexagon may terminate the Order / Contract without liability upon written notice to Client.
5. **Scope Changes.** Client will promptly notify Hexagon if it wants to change the scope of the Services. Any such changes requested or required (due to Client specific circumstances), including 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).
6. **On-Site Services.** If Client requires (A) risk reduction, hazard recognition, induction, or similar training at Client’s facilities, or (B) drug and/or alcohol testing of Hexagon personnel prior to entering Client’s facilities or performing Services, Client may be charged at standard hourly rates for such activities by Hexagon personnel. Client agrees the confidentiality provisions herein are sufficient and Hexagon personnel will not be required to sign a non-disclosure agreement prior to entering its site. Any such document, where applicable or required, must be executed by the parties prior to the provision of the Services.



Hexagon Mining Inc.
40 E Congress Street, Suite 300
Tucson, AZ
87501, USA
T: +1 (520) 795-3891
F: +1 (520) 325-2568
www.hexagonmining.com

7. **Client Point of Contact.** Client agrees to provide Hexagon with a point of contact with decision-making authority and who is sufficiently qualified to evaluate Hexagon's performance of Services and who has administrative rights on Client's systems.
8. **Client Site Requirements.** For Services performed on Client's site, Client agrees:
- (A) To provide Hexagon personnel with site access, suitable working space, and typical office amenities (e.g., internet access, printers, office supplies, computers, servers, network access subject to Client's information technology policies, etc.) and site specific personal protection equipment ("PPE") (or with reasonable advance notice, a list of PPE approved under Client's safety policy or local regulatory provisions);
 - (B) To provide safe and reliable transportation and drivers as necessary to transport Hexagon personnel performing Services to, from and within Client location(s), unless otherwise stated in the Order;
 - (C) As the Services require, to provide (i) appropriate lifting equipment (e.g., crane, elevated work platform equipment, etc.) and suitable and authorized equipment operators and riggers, and (ii) a qualified surveyor as required by Hexagon to measure fixed positions for accuracy tests during commissioning; and
 - (D) That, unless otherwise stated in the Order, no information technology, telemetry, communications, servers, laptops, switches, or other equipment or infrastructure is supplied by Hexagon, and so Client must provide the following at installation, commissioning, and for ongoing support, as applicable and as stated in Hexagon's Technical Specifications, including, but not limited to:
 - (i) An IP-based network for communications (Hexagon personnel will arrive with a device capable of operating on such network);
 - (ii) Unimpeded permanent VPN for Client servers and email access (or other acceptable remote access approved by Hexagon in advance);
 - (iii) Local administrator rights on Client's server to Hexagon as reasonably necessary to provide the Services (if managed by Client, Client must supply the server name, logon name, and password);
 - (iv) Where applicable, a dedicated server for Hexagon Products only to avoid application and real-time database conflicts (Hexagon will set up a dedicated server in coordination with Client's information technology personnel); and
 - (v) Reasonable technical and wiring diagrams for mobile equipment and all original equipment manufacturer ("OEM") protocols and use agreements for OEM equipment that Hexagon will interface with.
9. **Modifications to Client Equipment.** In some instances, 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, such modifications are at Client's sole risk and Client agrees Hexagon is not to be liable for any damage or loss related to such modifications.

10. Completion. Services under any Order will be deemed completed when Hexagon delivers the final notice of completion to Client for such Services, pursuant that they comply with the technical specifications set out in the Order.

11. Health and Safety; Inductions and Medicals. 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. The costs of Hexagon's personnel to undergo a number of generic inductions and medical trainings as required by the Order shall be borne by Hexagon, except where otherwise expressly agreed by the parties. Client will be charged for any additional inductions and medicals required after the Contract has been executed.

12. Warranty; Warranty Disclaimers; Remedies; Performance Guarantee

12.1. Services Warranty. All Services will be performed in a professional manner and with skill, care, and diligence consistent with customary and prudent industry practices and are warranted for a period of thirty (30) days after the completion of each Service.

12.2. Warranty Disclaimers.

(A) The Services will be provided by Hexagon according to the scope/statement of work / technical specifications set out in the Order. The warranty set forth in Section 12.1 of this Appendix A is the sole and exclusive warranty given by Hexagon for the Services and are in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise, including fitness for a particular purpose or intended use (whether or not such use or purpose has been disclosed to Hexagon).

(B) Client's warranty will be immediately voided as a result of Services defects caused by acts or omissions in violation of this Contract; repair, alterations, or modifications made to the system (Hardware or Software) without written authorization of Hexagon; improper installation, configuration, implementation, consulting or training not provided by Hexagon.

12.3. Remedies.

(A) The sole and exclusive remedy for breach of the Services warranty is reperformance 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 Services warranty defect. Hexagon may review the Services reports and documents handed to Client as well as the respective minutes of meetings taken in regards to the Services provided to confirm warranty applicability. If such Service error qualifies as a warranty defect, Hexagon in its sole discretion, and as Client's sole and exclusive remedy, will reperform the Services or provide the relevant information to enable Client to solve the corresponding issues or, if Hexagon is unable or unwilling to reperform the Services or provide the corresponding information, Hexagon will issue a refund for the portion of the Services found by Hexagon to be defective. Failure by Client to give Hexagon notice of the defect within the applicable period set out in this Section 12.3 (B) will be an unconditional and absolute waiver of Client's claim for such defect.

12.4. Performance Guarantee. Hexagon does not and will not guarantee any financial results which may be expected by Client in regard to the Services provided in accordance with the



Contract / Order. Hexagon's guarantee, subject to the warranty terms stated here in, is solely limited to the adequate performance of the Services based on its technical specifications and according to the terms and conditions established herein.

13. Software and Hardware Maintenance (Refer to Appendix D "Special Terms and Conditions – Maintenance / Subscription" for details).

14. Payment; Taxes.

14.1. **Invoicing; Fees.** Services fees will be invoiced as specified in the Order. Unless otherwise stated in the Order, Services fees are due and payable monthly, based on the completion percentages or milestones achieved and stated in the relevant progress reports submitted by Hexagon to Client and approved by Client.

14.2. **Payment.** Unless otherwise specified in the Order, all invoices are due within thirty (30) days of the date of the invoice. All fees are non-refundable and due in the currency indicated in the Order.

14.3. **Late Payments.** After thirty (30) days an unpaid invoice is delinquent and will accrue 1.5% interest per month or the highest rate permitted by applicable law, whichever is lower. If payment is delinquent, Hexagon may suspend or cancel the relevant Services at its sole discretion. If more than one late payment occurs, Hexagon may require full payment prior to the provision of Services.

14.4. **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 undisputed fees are payable as if such invoice was not under dispute. For disputed fees, the parties will discuss and timely resolve in good faith. If, after discussions, it is determined by both parties 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 in accordance with Section 14.3.

14.5. **Taxes.** Unless otherwise specified in the Order, fees due are exclusive of taxes, duties, and other charges imposed or levied by governmental entities. If applicable, Client is responsible for all costs for customs documentation, duties, taxes (including ISSQN, VAT, PST, IVA and GST), and other charges or fees payable relating to the Services. Should any additional government or regulatory duties or charges become payable directly or indirectly as a result of the performance of this Contract, such amounts shall be payable directly by the Client or as a Reimbursable Expense due to Hexagon.

15. Term and Termination.

15.1. **Term.** The term of this Contract will begin on the date of the signed Order and continue until the earlier of its expiration or the completion of the Services.

15.2. **Termination for Cause.** Either party may immediately terminate the Contract / Order if the other party breaches any terms contained herein provided the breaching party is afforded a thirty (30) day right to attempt to cure such breach after written notice to the breaching party by the non-breaching party of such breach. Should termination occur due to breach, the parties shall proceed as follows:



HEXAGON

Hexagon Mining Inc.
40 E Congress Street, Suite 300
Tucson, AZ
87501, USA
T: +1 (520) 795-3891
F: +1 (520) 325-2568
www.hexagonmining.com

- (A) **Breach by Hexagon.** If the Services are not provided according to the schedule or specifications established in the Contract / Order, Client shall have the right to terminate this Contract or the relevant Order, notwithstanding the provisions set out in Sections 12.3 (A), (B), 15.2 of this Appendix C and 14.4 of the Hexagon General Terms and Conditions.
- (B) **Breach by Client.** If this Contract / Order is breached by Client pursuant, but not limited to Sections 4, 8, 11 and 14.3 of this Appendix C, Hexagon shall have the right to terminate this Contract or the relevant Order, notwithstanding the provisions set out in Sections 15.2 of this Appendix C and 14.4 of the Hexagon General Terms and Conditions.
- (C) **Breach by Either Party.** Notwithstanding the provisions set out in Section 14.4 of the Hexagon General Terms and Conditions, Hexagon or Client may immediately terminate this Contract (or any Order) in the event of any dishonest, illegal, or other material action detrimental to the interests of Hexagon or Client, as the case may be, or in the event of liquidation, dissolution or discontinuance of business by Client or Hexagon, or the filing of any petition by or against Client or Hexagon under any federal or state or other applicable bankruptcy or insolvency laws.