

## HEXAGON MINING SPECIAL TERMS AND CONDITIONS

### APPENDIX D – MAINTENANCE / SUBSCRIPTION

1. **Introduction.** This **Appendix D** 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 Maintenance or Subscription of Hexagon’s Software and/or Hardware as agreed upon by the parties in the applicable Order.

#### 2. **Definitions.**

2.1. **Maintenance.** (“**Maintenance**”) means the provision of continuous technical support to Client on a yearly basis in regards to the Software Licenses and/or Hardware items owned Client. Maintenance may be provided by Hexagon remotely and/or on Client’s site and may comprise the correction of Software bugs and errors, Software updates and upgrades, Hardware repairs and/or replacement of Hardware parts as stated in the Order. Maintenance may automatically renew at the end of each term on a multi-year basis or may be mutually renewed pursuant to a renewal notice sent by Hexagon to Client prior to the expiration of the relevant Maintenance term, according to the provisions set out in Sections 6.1 and 6.2 herewith. Maintenance **does not include** any other Services rendered by Hexagon to which **Appendix C – “Services”** may apply.

2.2. **Subscription / Lease.** (“**Subscription**”) means the provision by Hexagon to Client of time-limited access to Hexagon’s Software and/or Hardware owned by Hexagon. Subscription periods may be agreed by the parties on each the Order. Subscriptions may comprise the correction of Software bugs and errors, Software updates and upgrades, Hardware repairs and/or replacement of Hardware parts as stated in the Order. Subscription may automatically renew at the end of each term on a multi-year basis or may be mutually renewed pursuant to a renewal notice sent by Hexagon to Client prior to the expiration of the relevant Subscription term, according to the provisions set out in Sections 6.1 and 6.2 herewith. Unless otherwise stated in the Order, Subscription **does not include** any other Services rendered by Hexagon to which **Appendix C – “Services”** may apply. In some countries or regions, Subscription may also be referred to as “Temporary Licensing”, “Lease” or “Rental”, as the case may be.

#### 3. **General Scope of Maintenance / Subscription**

3.1. **Software Maintenance / Subscription.** Hexagon’s Software Maintenance / Subscription specifications are as described in the Schedules 1 through 2 of this Appendix D. Software Maintenance / Subscription may include but not be limited to remote or on-site support, updates, upgrades, enhancements, and bug and error fixes.

3.2. **Hardware Maintenance / Subscription.** Hexagon offers a number of different levels of Hardware Maintenance / Subscription, as described in the Schedules 1 through 2 of this Appendix D. Hardware Maintenance / Subscription may include, but not be limited to equipment repairs, replacement of defective parts, components, accessories or even the entire defective Hardware unit.

**4. Hexagon's Obligations.** Pursuant to both Software and Hardware Maintenance / Subscription, as it may be applicable, Hexagon will:

- (A) provide the Maintenance / Subscription by Hexagon's Customer Care platform, e-mail, telephone, by remote communication or by physical attendance depending on the type of problem encountered and the means Hexagon reasonably considers to be appropriate;
- (B) where Hexagon has remote access to Client's site, take appropriate action and maintain appropriate protocols to satisfy its obligations regarding the protection of Client, Client's systems and clients, including, without limitation, to ensure that: (i) none of Client's security requirements are breached through remote access or control of any server or other hardware or software, (ii) no unauthorised attempt is made to access or use, in any way Client's systems, (iii) access to Client's systems is restricted to Hexagon's employees who have a need for such access, and (iv) any access by Hexagon to Client's systems is only with the clear identification and recording of the individual gaining access;
- (C) provide Maintenance / Subscription at Hexagon's premises or at Client's site, as the case may be according to the provisions set forth in the respective Order.
- (D) provide appropriately experienced personnel (the "**Personnel**") to provide the Maintenance / Subscription in accordance with the standards of reliability and skill appropriate to such services within its industry.
- (E) Whilst Personnel is on Client's premises, exercise best efforts to ensure that Personnel will comply with all applicable laws, rules, regulations, policies and Client Safety, Health Environmental and Quality measures, which have been notified to them of in writing by Client.

**5. Client's Obligations.** Pursuant to both Software and/ or Hardware Maintenance / Subscription, as it may be applicable, Client will:

- (A) not request, permit or authorise anyone other than Hexagon to provide any Maintenance / Subscription work in respect of the Software and/or Hardware without Hexagon's prior written consent.
- (B) pay to Hexagon the relevant Maintenance / Subscription fees as set out in the Order;
- (C) acknowledge and agree that Hexagon's performance of the Maintenance / Subscription is dependent upon the timely and effective performance of Client's Obligations and timely decisions and approvals by Client;
- (D) be responsible for the installation of any Software releases or major upgrades in accordance with Hexagon's instructions, unless otherwise stated in the Order. If not stated in the Order and if Client requires Hexagon to provide any installation services, then Hexagon may do so at the hourly/daily labour rate specified in the Order;
- (E) comply with all instructions given by Hexagon regarding the operating conditions for the relevant Software and Hardware, including in relation to Client's operating systems, network and hardware requirements;
- (F) set up and maintain a connectivity environment specified by Hexagon, so that Hexagon can provide Maintenance / Subscription remotely, as applicable;
- (G) in so far Maintenance / Subscription is to take place at Client's site or any other third party's



premises or facilities:

- (i) 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, with reasonable advance notice, a list of Personal Protection Equipment ("PPE") approved under Client's safety policy or local regulatory provisions;
- (ii) provide safe and reliable transportation and drivers as necessary to transport Hexagon personnel performing Maintenance / Subscription work to, from and within Client location(s), unless otherwise stated in the Order;
- (iii) Where Hardware Maintenance/Subscription is performed at Hexagon's premises, arrange and bear all costs for the defective Hardware unit to be shipped to Hexagon's premises and picked up once it's been repaired or replaced by Hexagon. Where Hardware Maintenance takes place at Client's site, Client may be required to maintain a strategic stock of spare Hardware units or parts in order to meet the agreed SLA, prior to engaging Hardware Maintenance or shipping the defective Hardware unit or parts to Hexagon's premises for repair or replacement;
- (iv) as Maintenance / Subscription requires, 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;
- (v) provide information technology, telemetry, communications, servers, laptops, switches, or other equipment or infrastructure for ongoing Maintenance / Subscription, as applicable, unless otherwise stated in the Order;
- (vi) provide an IP-based network for communications (Personnel will arrive with a device capable of operating on such network);
- (vii) provided an unimpeded permanent VPN for Client servers and email access (or other acceptable remote access approved by Hexagon in advance);
- (viii) provided an email account on the Client's server for remote Maintenance / Subscription plus remote access as required;
- (ix) provide local administrator rights on Client's server to Hexagon as reasonably necessary to provide Maintenance / Subscription (if managed by Client, Client must supply the server name, logon name, and password);
- (x) provide a dedicated server or Virtual Machine ("VM") for Hexagon Software and/or Hardware only to avoid application and real-time database conflicts (Hexagon will set up a dedicated server in coordination with Client's information technology personnel);
- (xi) provide 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;
- (xii) during on-site installation or support Services, provide a dedicated, lockable office space including air conditioning, internet and network access (including access to the communications network), bench space for testing and repairs (needs to have

power and at least 1m x 1m) and lockable storage for spare parts and tools;

- (xiii) provide an on-site strategic stock of Hardware units as spare parts for the one which may require repair or replacement according to the number and specifications described in the relevant Order;

## 6. **Term, Renewal, Termination, Scope Reduction, Effects of Termination.**

6.1. **Term and Completion.** The Maintenance / Subscription term will be defined by the relevant Order and shall be no less than twelve (12) months. Each Maintenance / Subscription term of twelve (12) months shall be referred to hereinafter as simply ("**Period**"). The relevant Order shall also define the commencement and expiration dates of Maintenance / Subscription term accordingly. The Maintenance / Subscription term shall be effective as of the commencement date set out thereof and shall continue for the duration of the Order term (unless terminated upon material breach by either party or as otherwise provided herein this Appendix D or the Contract). Maintenance / Subscription under any Order will be deemed completed upon expiration of its respective Term, pursuant to the fulfillment of the parties respective obligations and to their compliance with the technical specifications set out in the Order and in Hexagon Mining's General and Special Terms and Conditions.

6.2. **Renewal.** Maintenance / Subscription must be renewed annually unless the parties have entered a Multi-year Order where renewal periods and fees are previously defined. In the event Client allows Maintenance / Subscription to lapse through non-payment of the annual fees, Hexagon has no obligations under this Contract. Client may renew Maintenance / Subscription after any such lapse solely upon payment of a reinstatement fee equal to ten percent (10%) of the then-current Maintenance / Subscription fee. Once a year, Software and Hardware will be reviewed, and transfers may be required. The transfer fee may be waived during the renewal review.

### 6.3. **Termination.**

6.3.1. **For Cause:** Either party may immediately terminate the Maintenance / Subscription 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:

(A) **Breach by Hexagon.** If Maintenance / Subscription is not provided or remedied according to the specifications established in applicable the Schedules to this Appendix D, Client may have the right to terminate this Contract or the relevant Order, notwithstanding the provisions set forth in Section 6.3.1 of this Appendix D and 14.4 of the Hexagon General Terms and Conditions.

(B) **Breach by Client.** If Maintenance / Subscription is breached by Client pursuant to Sections 5 and/or to the applicable Schedules to this Appendix D, Hexagon shall have the right to terminate this Contract or the relevant Order, notwithstanding the provisions set forth in Section 6.3.1. of this Appendix D and 14.4 of the Hexagon General Terms and Conditions.

(C) **Breach by Either Party.** Notwithstanding the provisions set forth in Sections 6.3.1 of this Appendix D and 14.4 of the Hexagon General Terms and Conditions, Hexagon or Client may immediately terminate this Contract (or the relevant Maintenance / Subscription 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.

#### **6.4. Scope Reduction.**

6.4.1. In the event the Client reduces a portion of the Software licenses and/or Hardware units under Maintenance / Subscription during the term of the relevant Maintenance / Subscription Order, Client shall notify Hexagon in writing no later than ninety (90) days prior to the date the intended reductions become effective. Notwithstanding the foregoing, section 14.2 of the Hexagon General Terms and Conditions shall apply in relation to the reduced portion of the Software licenses and/or Hardware units.

6.4.2. If, at a later date, Client chooses to reactivate the terminated or reduced Software license(s) and/or Hardware unit(s) back onto the active Maintenance / Subscription Order, Client shall be entitled to do so by paying the corresponding Maintenance / Subscription fee that would have been due if such Software license(s) and Hardware unit(s) had not been terminated or reduced (“Back-maintenance”), at current pricing as of the end date of last Maintenance / Subscription Period paid.

**7. New Software License and Hardware Unit Acquisitions.** Acquisition of additional Software licenses and/or Hardware units during the Maintenance / Subscription term shall be subject to Hexagon’s standard list price effective on the date of such acquisition.

**8. Hexagon’s Hardware and Software under Maintenance / Subscription.** The use of Hexagon’s Hardware and Software and related materials under the Maintenance / Subscription Contract / Order is further governed by the applicable [Hexagon Mining General and Special Terms and Conditions](#) and its respective applicable Appendices A, B and D. In the event of conflict between any Maintenance / Subscription Order and the Hexagon Mining General and Special Terms and Conditions, this Hexagon Mining General and Special Terms and Conditions shall take precedence.

#### **9. Warranty; Disclaimers; Remedies; Performance Guarantee; Client Insurance**

9.1. **Warranty.** All Software and Hardware under an Maintenance or Subscription Contract / Order are subject to the terms and conditions of this Appendix D and its respective Schedules. Warranty of such Software and Hardware will be guaranteed by Hexagon to Client pursuant to the applicable SLA set out in the Schedules herewith.

9.1.1. **Technical Support.** Unless otherwise stated in the Order, Software technical support is available through Hexagon regional offices via Customer Portal, email, internet, and telephone, according to the applicable Technical Specifications and **provided that Client is current with required payments for Maintenance / Subscription.** In many countries, toll-free telephone numbers are provided for support. Technical support will be provided to Client during regular business hours (unless otherwise agreed by the parties in the relevant Order) in order to assist downloads and installation of enhancements, corrections, upgrades, and updates.

9.1.2. **Errors; Enhancements and Fixes.** Hexagon will work to resolve reported repeatable Software problems and find a temporary solution within a reasonable time. Hexagon will provide such corrections and enhancements to Client when available for general release.

9.1.3. **Hardware Repair and Replacement.** With the exception of freight which will be at





Client's expense, all parts used by Client or Hexagon in the repair of a breakdown that are covered by warranty will be overhauled or supplied by Hexagon at no further cost to Client. Where Client uses its own spare parts, Hexagon will replace said parts at no further cost. This excludes fair wear and tear, abuse, neglect, misuse, theft, flood, fire or water damage.

## 9.2. Warranty Disclaimers.

- (A) Maintenance / Subscription will be provided by Hexagon according to the specifications and SLA defined by the Schedules pertaining to this Appendix D. The warranty set forth in Section 9.1 of this Appendix D is the sole and exclusive warranty given by Hexagon for the Maintenance / Subscription 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 (i) Software or Hardware defects caused by acts or omissions in violation of this Contract; (ii) maintenance, repair, alterations, or modifications made without written authorization of Hexagon; (iii) improper installation, configuration, implementation, consulting or training not provided by Hexagon; (iv) Client's failure to comply with the SLA, as and to the extent that the delay or failure is solely attributable Client (or any third parties engaged by Client) to comply with Client's obligations under this Contract / Order;
- (C) Client's warranty does not include (i) any Hardware items presenting malfunction caused by accident, and / or electrical discharge, and / or shock and / or misuse. For the purpose of this Appendix D, malfunctions resulting from "misuse" of the Hardware are those arising from the inappropriate or inadequate use of such Hardware; (ii) any computers, desktops and servers used by the Software and/or Hardware, even if they were supplied by Hexagon; (iii) any and all equipment that has been altered by Client or disassembled without Hexagon's prior formal authorization, or that is maintained directly by Client or by third parties, unless expressly authorized by Hexagon Mining; (iv) installation kits (set of cables and other items required when installing Hardware or communication network); and (v) electromechanical installations.
- (D) The following is specifically excluded from scope and warranty provided under the Maintenance / Subscription package:
- i. any correction or advice in relation to features which have been added to or combined with the Software or the Hardware by the Client or any third party without the prior written approval of Hexagon;
  - ii. any hardware failures, power failures, network failures, inaccurate or incomplete data caused by Client's operator erroneous action or inaction;
  - iii. any rectification of errors caused by the Client not using the Software or the Hardware in accordance with Hexagon's Documentation and training;
  - iv. any onsite support unless otherwise stated in the Order;
  - v. any unauthorised insertion of information into the Software database by any means other than the standard data entry options within the Software;
  - vi. delays in accessing machines, etc.; or
  - vii. any advice, assistance or instruction on the use of the Software over the Client's own computer network including any advice in relation to network security features, firewalls or routers.

## 9.3. Remedies.



- (A) Hexagon's sole and exclusive remedy for breach of its the Maintenance / Subscription obligations 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 Maintenance / Subscription warranty defect. Hexagon may review the Maintenance / Subscription reports and documents handed to Client as well as the respective minutes of meetings taken in regards to the scope of Maintenance / Subscription provided to confirm warranty applicability. If such error qualifies as a warranty defect, Hexagon in its sole discretion, and as Client's sole and exclusive remedy, will proceed with the corresponding support, repairs or replacements of the defective Software and/or Hardware, or provide the relevant information to enable Client to solve the corresponding issues or, if Hexagon is unable or unwilling to provide the remedy or the corresponding information, Hexagon will issue a refund for the portion of the Software and/or Hardware 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.

9.4. **Performance Guarantee.** Hexagon does not and will not guarantee any financial results which may be expected by Client in regard to the Software and/or Hardware provided in accordance with this Contract / Order. Hexagon's guarantee, subject to the warranty terms stated here in, is solely limited to the adequate performance of the Software and Hardware based on its technical specifications and according to the terms and conditions established herein.

9.5. **Client Insurance.** Client must effect and maintain from a reputable insurance company insurance of the Hexagon subscribed Hardware, for full replacement value, at all times during the Term, and, if requested by Hexagon, must provide Hexagon with a copy of the policy and evidence of currency.

10. **Exclusions from Scope** (applicable to all levels of Maintenance / Subscription unless expressly stated otherwise).

10.1. Maintenance / Subscription does **NOT** include:

- a) 1st Level Support (this is provided by Client as defined in Schedule 1 below as Level Zero Support);
- b) repair or replacement of consumable items (such as antennas & sensors), or hardware damaged from improper use or normal wear and tear;
- c) repairs and overhauls necessitated as a result of accident, neglect, misuse, theft, flood, fire or water damage. This includes rock (broken antennas, sensors, etc) and deliberate damage (e.g. operators punching screens);
- d) Installation Services;
- e) installation of Software, Hardware, Releases or Major Upgrades (including patches and bug fixes);
- f) maintenance or support for any third-party hardware or third-party software;
- g) problems arising from faulty hardware or incorrectly configured third-party hardware, software and applications;



- h) maintenance or support for any faults with the Software and/or Hardware caused by Client, its network or any other third party;
- i) issues arising from third-party interference with Hexagon system databases;
- j) advice relating to any third-party interfaces with the Software and/or Hardware;
- k) new systems installations;
- l) the supply of accessories or new options for the Software and/or Hardware (unless expressly stated otherwise);
- m) relocation or installation of modules from machine to machine;
- n) systems commissioning;
- o) major rewiring & refurbishment of machines;
- p) customizations, modifications & enhancement requests of the Software and/or Hardware;
- q) the routine calibration of sensors;
- r) vehicle modifications, machine installations, or the provision of any lifting equipment;
- s) any other advice or assistance not specific to the Software and/or Hardware (such as PC or Network configuration or other technology advice);
- t) education or training about a release, major upgrade, how to use the System or any other aspect of the Support Services; or
- u) any business analysis, business related advice and other consulting services;
- v) idle man-hours due to the delay in accessing machines, etc.;
- w) risk reduction, hazard recognition, induction, or similar training at Client's facilities; or
- x) drug and/or alcohol testing of Hexagon personnel prior to entering Client's facilities or performing.

10.2. If Client requires any of the above out-of-scope services or goods, Client may request that Hexagon provides them. If Hexagon agrees to do so, then the daily/hourly rate specified in the relevant Order, if not specified elsewhere in a different Agreement between the Parties, will apply to the provision of those services or supply of those goods, as the case may be.

**11. Client Delays.** Client is liable for all costs and losses suffered by Hexagon as a result of Client's negligence, default or non-compliance with the Hexagon Mining General and Special Terms and Conditions and the relevant Maintenance / Subscription Contract or Order, including, but not limited to 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 Software or Hardware installation, unavailability of trucks, unauthorized radio frequencies, non-compliance with safety rules. Client's failure to comply with the Hexagon Mining General and Special Terms and





Conditions and the relevant Maintenance / Subscription Contract. If a delay caused by Client extends beyond ninety (90) days, Hexagon may terminate the Order pursuant to Section 6.3.1 (B) of this Appendix D.

12. **Scope Changes.** Notwithstanding the provisions set out in Section 6.4 of this Appendix D, Client will promptly notify Hexagon if it wants to change the scope of the Maintenance / Subscription. 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). Reductions of Software Licenses or Hardware units under Maintenance / Subscription shall not be deemed "Scope Changes" for the purpose of this section or the Contract / Order and shall be subject to the provisions set out in Section 6.4 of this Appendix D.
13. **Payment; Taxes.**
- 13.1. **Invoicing; Fees.** Maintenance / Subscription fees will be invoiced as specified in the Order. Unless otherwise stated in the Order, Maintenance / Subscription fees are due and payable annually and in advance.
- 13.2. **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.
- 13.3. **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 Maintenance / Subscription at its sole discretion, without prejudice of the provisions set out in Clause 6 of this Appendix D.
- 13.4. **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 13.3.
- 13.5. **Taxes.** Unless otherwise specified in the Order, Maintenance / Subscription 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, ICMS, VAT, PST, IVA, GST or similar), and other charges or fees payable relating to the Maintenance / Subscription. Should any additional government or regulatory duties or charges become payable directly or indirectly as a result of the performance of this Contract / Order, such amounts shall be payable directly by the Client or as a Reimbursable Expense due to Hexagon.
- 13.6. **Escalation.** Unless otherwise specified in the Order, Maintenance / Subscription fees are the ones defined thereof for each Period and are not subject to escalation throughout the Term of the Contract / Order.
14. **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 Maintenance and who has administrative rights on Client's systems.



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15. **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 Hexagon or Client personnel, as applicable according to the relevant Order. Where performed by Client, 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.
16. **Health and Safety; Inductions and Medicals.** Client warrants that all sites and premises where Hexagon will provide Maintenance / Subscription 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 the scope of work. 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 / Order has been executed.
17. **Client Site Requirements.** Schedules 1 through 2 shall provide Client Site Requirements for each Software and/or Hardware under Maintenance / Subscription.

**SCHEDULE 1**

**SERVICE LEVELS**

**(Applicable to MineOperate, MineProtect and MinePlan Products only)**

**1. LEVELS OF SUPPORT**

Client is obliged to perform Client Level Support as outlined in this below. Unless otherwise stated in the Order, Onsite Support may be provided as an additional service and quoted separately.

Client is responsible for (i) performing Level Zero support by itself; or (ii) hiring Hexagon to provide Level Zero support; or (iii) hiring a Hexagon certified third-party contractor to perform Level Zero support.

<b>Client Responsibility</b>	Tier 0: Onsite Software:	Onsite including users, internal IT support, etc.
		Includes self-diagnosis and knowledge base investigation
		Server, network, and PC management
		*Hexagon onsite services offered for some products in some regions additional costs
	Tier 0: Onsite Hardware	Onsite including hardware technicians, network engineers, maintenance teams
		Includes self-diagnosis and knowledge base investigation
		Spares Management
		Server, outdoor network management
<b>Hexagon Responsibility</b>	Tier 1: Support	Initial contact between Hexagon and customer
		Most support cases resolved at this stage
	Tier 2: Support	Addition support from within the regional
		Often used when specific / unique product knowledge is required
	Tier 3:	Customer Account Manager engaged to coordinate as required
		Subject Matter Experts engaged.
	Tier 4 – Current Functionality	Product development for code changes based on current functionality
		Customer Account Manager engaged to coordinate as required
	Tier 4 – New Features	Product management responsible for assessing product enhancements and new features
		Customer Account Manager engaged to coordinate as required

Where a fault or breakdown occurs in the System, Client undertakes to try to rectify the problem before contacting Hexagon. Client is responsible for providing Client Level Support during the Maintenance / Subscription term as described below:

## 1.1. Appointment of a Single Site Representative.

The Site Representative will confirm and perform basic investigation of all site reported issues. Where a fault or breakdown occurs, Client must try to rectify the problem (before contacting Hexagon). However, if Client is unable to rectify the problem, then Client may contact Hexagon for phone support and (remote) support. Client must follow all instructions provided by Hexagon, verbally and in any documentation or other support material provided by Hexagon in relation to the Products.

## 1.2. Client Level Support Scope.

Client Level Support includes:

- i. investigating all on-board machine issues which may include full module replacement, or wiring harness problem diagnosis;
- ii. checking all on-board machine products for external wiring and input functionality (i.e. confirm operation of OEM systems, power supply & cabling, antenna cabling continuity and whether the antennas are present);
- iii. repair all external wiring issues;
- iv. diagnosing and resolving OEM issues;
- v. replacing modules and screens with spares and return faulty item to Hexagon's regional repair center for repair;
- vi. replacing antennas;
- vii. replacing cabling;
- viii. replacing sensors;
- ix. telemetry checks, including repeater relocating;
- x. cleaning of solar panels (where applicable);
- xi. verification of server availability, including OS & SQL service;
- xii. confirmation of client PC OS and configuration;
- xiii. general system health.

The exact checks required will differ between machines and Products, however reference to drawings supplied by Hexagon will show the wiring and inputs that need checking.

## 1.3. Technical Requirements.

Client must log all faults or breakdowns in Hexagon's Customer Community which Client can access remotely. The Service Levels only apply to faults or breakdowns that are recorded in via the Customer Community.

## 2. SERVICE LEVELS

### 2.1. Levels of Criticality

	General & MineProtect	Operate	MinePlan
<b>Critical</b>	The system is unable to be used for normal business activities.	<ul style="list-style-type: none"> <li>• Bad GPS lasting more than 15 minutes on multiple High Precision equipment</li> <li>• Unable to start or non-responsive solution on multiple computers</li> <li>• No data replicated from all fleet equipment for more than 15 minutes</li> <li>• Primary application Server failure</li> <li>• OEM interfaces not working (e.g. VIMS, PLM) across the fleet</li> </ul>	<ul style="list-style-type: none"> <li>• Software does not open upon initiation</li> <li>• Software opens then closes(crashes) upon initiation</li> <li>• Certain tools shut down during application or unable to start (entire system does not work)</li> <li>• Applications fails upon execution run (causes system crash)</li> </ul>
<b>High</b>	System suffers from a problem causing a major module, function or feature to fail or malfunction. Problem does not limit the usefulness of the entire system or a critical piece of machinery	<ul style="list-style-type: none"> <li>• Unable to load or view a report or multiple reporting faults</li> <li>• System redundancy or backup failure where applicable</li> <li>• Unable to operate individual software clients</li> <li>• Hardware fault on equipment Panel</li> </ul>	<ul style="list-style-type: none"> <li>▪ Inputs are not being saved/written in the application dialog</li> <li>▪ Some/ An application fails upon execution run – entire system may not be affected.</li> <li>▪ Specific user interface not functioning correctly.</li> </ul>
<b>Medium</b>	System suffers from a problem causing a minor module, function or feature to fail or malfunction. Problem only limits the usefulness of a minor part of the system. Minor bugs and errors;	<ul style="list-style-type: none"> <li>• Solution running slow at site. Intermittent application issues</li> <li>• Minor fault on individual equipment not effecting operational use of system</li> <li>• Intermittent poor network coverage</li> <li>• OEM interfaces not working (e.g. VIMS, PLM) on specific vehicles</li> <li>• Reporting faults effecting single report</li> <li>• Third party integration issues</li> </ul>	<ul style="list-style-type: none"> <li>• Solution running slow at site. Intermittent application issues</li> <li>• Minor fault on individual computer not effecting operational use of systems or many users (eg. Administrator issues/update necessary)</li> <li>• Intermittent poor network coverage</li> <li>• Third party integration issues</li> </ul>



<b>Low</b>	The software/hardware suffers from a problem causing only minor inconvenience or irritation and which does not materially inhibit the usefulness of the system.	<ul style="list-style-type: none"> <li>• Information requests and questions</li> <li>• Minor agreed issues</li> </ul>	<ul style="list-style-type: none"> <li>• Requests enhancements</li> <li>• Information requests (how-to's)</li> <li>• Minor issues on software usage – possible workaround</li> </ul>
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## 2.2. Standard SLA

Type	Response	Resolution	Closure
<b>Critical</b>	Acknowledge request within 3 hours from receipt of request logging. Updates provided as agreed. Where the issue remains unresolved Hexagon will develop and publish an agreed action plan.	Start work immediately and continue work until a fix or suitable work-around is provided with best endeavours.	Fix via hotfix release, hardware rectification or suitable work-around provided.
<b>High</b>	Acknowledge request within 3 business hours. Assessed and advice provided.	A fix or work around supplied and permanent fix will be provided as part of a new software release. If required and in consultation with Customer, a hotfix release may be provided.	Fix via Software release or Hotfix as available.
<b>Medium</b>	Acknowledge request within 24 hours. Assessed and advice provided.	Consider for release as part of maintenance program.	Next appropriate maintenance release or not approved for maintenance release.
<b>Low</b>	Acknowledge request by the end of the next business day. Assessed and advice provided.	Consider for release as part of maintenance program.	Next appropriate maintenance release or not approved for maintenance release.



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