

## Effective: August 27, 2021

These terms and conditions of sale ("Terms") are the only terms which govern the sale of product(s) ("Products"), associated parts and components ("Accessories"), license(s) to software ("Software"); and/or license(s) to signal services ("Signal Services") from NovAtel Inc. ("NovAtel") to the Purchaser identified in NovAtel's quotation, order verification, or invoice ("Purchaser").

The accompanying quotation, order verification, or invoice and these Terms (collectively, "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any terms and conditions contained in a purchase order or other document issued by Purchaser that may be in addition to or conflict with these Terms regardless of whether or when Purchaser has submitted its purchase order or such terms. Fulfilment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and conditions and does not serve to modify or amend these Terms.

Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of Products, Accessories, Software and/or Signal Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

1. **ORDERING:** With the exception of orders for Signal Services specified in Section 10.3 (which are required to be submitted manually), Purchaser may submit a purchase order ("Purchase Order(s)") manually in writing or through NovAtel's e-commerce system, web UI/Business to Business store facilitated by NovAtel's salesforce application, or its machine to machine interface, (collectively "E-Commerce System"). All Purchase Orders placed by Purchaser are subject to NovAtel's written acceptance. NovAtel's order verification report which accepts a Purchase Order is hereinafter referred to as a Confirmed Purchase Order. NovAtel shall provide access to its E-Commerce System on the following basis:

1.1. NovAtel shall use reasonable efforts to make the E-Commerce System available for use twenty-four (24) hours per day (00:00 hours MST to 23:35 hours MST), although NovAtel makes no representations as to its ability to maintain continuous uptime of the E-Commerce System;

1.2. NovAtel shall use reasonable efforts to provide the Purchaser twenty-four (24) hours' notice via email of any scheduled downtime of the E-Commerce System;

1.3. In accordance with security mechanisms, NovAtel shall place a twenty-four (24) hour transaction limit on the value of

cumulative transactions which will be unique to Purchaser and which shall be agreed at the registration process to utilize the E-Commerce System.

Where NovAtel accepts a Purchase Order made through its E-Commerce System, it shall provide an order confirmation email and shall: (a) provide access credentials (username and password) to Purchaser; (b) provide a Product serial number and/or authorization code for access to the Signal Services for Purchaser's use; (c) assist the Purchaser via telephone support during the hours of 08:00 hours – 17:00 hours MST; (d) facilitate payment via: (i) credit card payments for B2B purchases (NovAtel reserves the right to put limits on credit card transactions in addition to any limits the credit card provider may impose) or (ii) invoices on a daily basis relating to authorization codes and Signal Services subscriptions using the traditional NovAtel accounts receivable process; and (e) provide access to the Signal Services together with access instructions.

2. **PRICES:** All prices provided in any quotation are firm fixed price. Where Products and Accessories are being supplied, shipping terms are FCA (INCOTERMS 2020) NovAtel's facility in Calgary, Alberta, Canada. All prices include standard commercial packing for domestic shipment. All transportation, insurance, custom packing costs and expenses, and all federal, provincial and local excise, duties, sales, and other similar taxes are the sole responsibility of the Purchaser. Pricing for Software or Signal Services ("Subscription Services") shall become effective on the commencement date of the Subscription Services and shall remain effective during the term specified in a Confirmed Purchase Order. Pricing for any renewal of Subscription Services shall be subject to NovAtel's then current pricing, and pursuant to any new Confirmed Purchase Order.

3. **PAYMENT TERMS:** Payment terms for the Products, Accessories, Software or Signal Services are pre-payment unless otherwise agreed in writing. If payment terms are extended by NovAtel, invoices are due net thirty (30) calendar days from the invoice date. Purchaser shall remit payments in United States Dollars ("USD") to: 10921 – 14 Street N.E., Calgary, Alberta, T3K 2L5, Canada. Interest shall be charged on any overdue amount at the rate of 18% per annum (1.5% per month), or the maximum amount permitted by law, from the date upon which any overdue amount became payable. NovAtel shall retain a security interest in any Products and/or Accessories sold to the Purchaser until the purchase price for the Products and/or Accessories has been fully paid by the Purchaser. Upon request, the Purchaser shall take all steps necessary to perfect NovAtel's security interest in the Products and/or Accessories. Title to and in the Products and/or Accessories shall pass to the Purchaser upon receipt by NovAtel of full payment of the purchase price for the Products and/or Accessories. Payment for the Products, Accessories, Software or Signal Services may also be made by credit card via NovAtel's E-Commerce System as described in Section 1 above.

NovAtel reserves the right to set or vary credit limits from time to time and withhold all further delivery of Products, Accessories, Software or Signal Services if Purchaser exceeds such credit limit.

4. **DELIVERY AND RISK:** Purchaser shall supply shipping instructions with each Purchase Order which it issues to NovAtel which shall include: (a) "ship to" and "bill to" addresses; (b) NovAtel quotation number; (c) details of the preferred carrier and account number; and (d) details of custom broker/freight forwarder including name and contact number. In the absence of specific instructions, or as may be required by Applicable Export Laws, NovAtel may select a carrier and insure the Products, Accessories or Software in transit and shall charge Purchaser accordingly. All delivery dates are estimates only. NovAtel's only obligation with respect to delivery dates shall be to use reasonable efforts to meet same. NovAtel shall not be responsible for any failure to perform any Confirmed Purchase Order due to unforeseen circumstances or causes beyond its ability to reasonably control. Risk of loss, damage or destruction of the Products, Accessories or Software shall pass to Purchaser upon delivery of same to the carrier.

5. **INTELLECTUAL PROPERTY, COPYRIGHT AND CONFIDENTIALITY:** Copyright in any Software, specifications, manual, training documents, sales documentation, drawing, technical description and other documents that may be supplied by NovAtel under or in connection with a Confirmed Purchase Order and any and all intellectual property rights, title and interest in the design of any part of the Products and/or any part of the Accessories, whether such design be registered or not, shall vest in NovAtel absolutely. Any data, patent, copyright, proprietary right or confidentiality, know how, trademark or process with respect to the Signal Services, is the confidential proprietary information of NovAtel and all intellectual property rights, title and interest in same shall remain solely with NovAtel and its third-party vendors (as the case may be). The Purchaser shall keep confidential any information expressed or confirmed by NovAtel in writing to be confidential ("Confidential Information"). Purchaser shall not disclose the Confidential Information to any third-party without NovAtel's prior written consent or use the Confidential Information other than for the operation and maintenance of any Products and/or Accessories. Purchaser shall not reverse engineer, decompile nor disassemble the Products, Accessories, licensed Software or any portion thereof, nor otherwise attempt to create or derive any NovAtel or third-party intellectual property. "NovAtel" and the "NovAtel" logo are registered trademarks of NovAtel Inc.

6. **LIMITED WARRANTY:** As used herein, the term "Warranty Period" means: (a) for Products and Software – twelve (12) months from the date of shipment, (b) for Accessories – ninety (90) calendar days from the date of shipment; and (c) for Signal Services – no warranty term for Signal Services (see below). NovAtel warrants that, during the Warranty Period, it shall repair or replace, at its sole option and at its facility, any Product, Accessory or Software which does not materially conform to NovAtel's specifications or that is significantly defective in materials or workmanship ("Defective Product"), free of charge. If Software is determined to be a Defective Product during the Warranty Period, NovAtel shall provide the Purchaser, at NovAtel's sole discretion and expense, with an unqualified software patch that resolves the issue or a fix that is included in the next general software release for the affected Software. This limited warranty does not cover

the cost of any software re-verification, certification, or implementation. The unqualified software patch will be provided AS IS under special software license terms provided with the software patch.

To obtain performance of this limited warranty, Purchaser may initiate the return process at <https://www.novatel.com/support/repair> and Purchaser must return the Product to NovAtel shipping prepaid. Note that there are no user serviceable parts in the GNSS receiver and no maintenance is required. When the status code indicates that a unit is faulty, replace with another unit and return the faulty unit to NovAtel.

This limited warranty does not apply where the Product, Accessory or Software has been: (a) subjected to abuse, misuse, neglect, negligence, accident, damage during shipping, improper testing, improper installation, improper storage, improper handling, improper maintenance, abnormal physical stress, abnormal environmental conditions, abnormal use, any other condition outside of NovAtel's specifications, or failure to follow NovAtel's instructions; (b) modified, reconstructed, repaired or altered by persons other than NovAtel or as authorized by NovAtel; (c) used with any third-party product, hardware or product that has not been previously approved in writing by NovAtel; or (d) returned with the original identification markings removed or altered. Further, any Product, Accessory or Software designated by NovAtel as a beta site test sample, experimental, developmental, research, prototype, preproduction, sample, incomplete, or out of specification product are provided AS IS and specifically excluded from this limited warranty. Further excluded from this limited warranty are Products, Accessories and Software manufactured or created by a third party ("Third Party Materials"). NovAtel will assign, to the extent permissible, to Purchaser any warranty coverage for Third Party Materials, but NovAtel does not independently warrant any such Third Party Materials and the third party's warranty term may not coincide with the Warranty Period. UNDER NO CIRCUMSTANCES DOES NOVATEL WARRANT THAT ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE.

Signal Services are provided "AS IS", without warranty of any kind, express or implied, and availability and/or accuracy of the Signal Services are not guaranteed. Signal Services are provided at the sole risk of the Purchaser. All published data relating to the coverage of the Signal Services is approximated. Reception and/or accuracy of the Signal Services is dependent on, but not limited to: (a) the Purchaser's receiver and location; (b) interference to transmission of Signal Services from atmospheric or other sources; (c) obstruction of access to, or reflection of Signal Services due to the proximity of structures at the work location; (d) interruption to or non-performance of any of the GNSS constellations; and/or (e) Purchaser using any Signal Services in conjunction with any free to air signal such as IALA marine radio beacons.

EXCEPT TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND, IT SETS FORTH NOVATEL'S SOLE OBLIGATION AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. IN NO EVENT SHALL NOVATEL BE LIABLE FOR SPECIAL, INDIRECT,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE. NO ATTEMPT TO MODIFY OR AMEND THIS LIMITED WARRANTY SHALL BE EFFECTIVE UNLESS AGREED TO IN WRITING BY AN OFFICER OF NOVATEL.

**7. COMPLIANCE WITH LAWS AND EXPORT CONTROL REGULATIONS:**

Purchaser shall comply with all applicable laws, regulations, and ordinances. Purchaser shall maintain in effect all the licenses, authorizations, consents, and permits that it needs to carry out its obligations. Purchaser acknowledges that provision of Products, Accessories, Software and Signal Services hereunder are subject to applicable export laws, rules and regulations ("Applicable Export Laws"), and as such the Products, Accessories, Software and Signal Services may be restricted or prohibited with respect to the Purchaser, or the country or nature of end-use. Purchaser understands and accepts that such Applicable Export Laws shall include, but shall not be limited to, those of Canada, the United States of America (USA), the United Kingdom (UK) and the European Union (EU) and the laws of the jurisdiction in which the Products, Accessories, Software and Signal Services are utilized. Purchaser understands and accepts that NovAtel shall not enable Signal Services for use, or dispatch any Products, Accessories, Software and NovAtel personnel to the Purchaser for use, diversion, export, re-export or import of Products, Accessories, Software and Signal Services or any portion thereof: (a) to or in a restricted country; (b) by any entity or person on any denial/debarment list; or (c) for any prohibited use, as designated by Applicable Export Laws. Applicable Export Laws are subject to change and the onus is upon the Purchaser to ensure that it familiarises itself with Applicable Export Laws which specify: (a) restricted countries; (b) denial/debarment lists; and (c) prohibited uses. The Purchaser hereby gives warranty to NovAtel that the Purchaser shall not utilise, divert, export, re-export or import, and shall not permit any third-party to utilise, divert, export, re-export or import, any Products, Accessories, Software and Signal Services: (a) to or in a restricted destination; (b) to any entity or person listed on any denial/debarment list; or (c) for any prohibited use, as designated by Applicable Export Laws.

**8. PROTOTYPE PRODUCTS, ACCESSORIES, SOFTWARE AND SIGNAL SERVICES:**

Prototype Products, Accessories, Software, and Signal Services may be provided by NovAtel from time to time ("Prototypes"). Such Prototypes are for use only in product testing/evaluation by qualified Purchaser representatives in an appropriate test environment. PROTOTYPES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD NOVATEL HARMLESS FROM ANY AND ALL CLAIMS RELATED TO PROTOTYPES.

**9. SOFTWARE LICENSE:**

Any Software delivered with the Products shall at all times remain the property of NovAtel or any respective third-party (if applicable). Waypoint Software is licensed in accordance with the terms of the End User License Agreement provided with the Software. Any third-party Software is licensed in accordance with the license provided with the third-party Software. All other NovAtel Software is provided under a limited, non-exclusive, revocable, non-transferrable license to copy and use the Software, in object code form only, strictly for the Purchaser's internal purposes in connection with the use of NovAtel's Products. No other use is

licensed. Purchaser agrees not to modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software.

**10. SIGNAL SERVICES LICENSE:** Signal Services are defined as correction signal subscriptions which are available in two solutions: (a) TerraStar Signal Services; or (b) Oceanix Signal Services (as further defined in Sections 10.1 and 10.2 below respectively).

**10.1. TerraStar Signal Services:** The TerraStar Signal Services are not intended for primary navigation purposes and shall not be used in or on any offshore application or used in or on any offshore dynamic positioning application. The TerraStar Signal Services are supplied wholly for use within the following market sectors: (a) the agricultural market; (b) all other markets where Products are utilized on land; (c) UAV market where Products are airborne and utilized over or above land only; (d) all other markets where Products are airborne and are utilized over or above land and over or above territorial waters adjacent to land; or (e) the government and military market. Except as otherwise expressly agreed in writing by NovAtel, TerraStar Signal Services shall not be used in conjunction with any receiver hardware incorporated within any autonomous road motor vehicle.

**10.1.1.** TerraStar Signal Services purchased for use in connection with the markets sectors identified in Sections 10.1(a) and 10.1(b) are for use on land only. TerraStar Signal Services purchased for use in connection with the markets sector identified in Section 10.1(c) are for use over or above land only. TerraStar Signal Services purchased for use in connection with the markets sectors identified in Sections 10.1(d) and 10.1(e) are for global use.

**10.1.2.** Where TerraStar Signal Services are purchased for use in connection with the markets sectors identified in Sections 10.1(a) and 10.1(b) above, then TerraStar Signal Services shall be: (a) geo-gated and shall not be available where the position determined on the receiver hardware is computed as being offshore; and (b) speed-gated and shall not be available where the speed measured by the receiver hardware exceeds 36ms-1.

**10.1.3.** Where TerraStar Signal Services are purchased for use in connection with the market sectors identified in Section 10.1(c), then TerraStar Signal Services shall be for use over or above land only.

**10.1.4.** NovAtel shall have no liability to Purchaser or to any third-party in connection with the de-activation of the TerraStar Signal Services as a result of the concepts of geo-gating or speed-gating being applicable. Purchaser shall be responsible for and shall save, indemnify, defend and hold harmless NovAtel and its affiliates on demand, from and against any and all claims, losses, damages, costs (including legal costs) expenses and liabilities which NovAtel may suffer in connection with the de-activation of the TerraStar Signal Services as a result of the concepts of geo-gating or speed-gating being applied.

**10.1.5.** Where the TerraStar Signal Services are used in connection with the market sector identified in Sections 10.2(c) and 10.2(d), same shall be used in accordance with the provisions of any relevant international laws, regulations, local laws, by-laws, Civil Aviation Conventions and other pertinent conventions ("Laws") which are applicable to the use of airspace

and which determines the rules with respect to air traffic control or any other air traffic services which relate to such airspace. The onus is upon Purchaser to fully familiarize itself with the aforementioned Laws. NovAtel shall have no liability to Purchaser or to any third-party in connection with the use of the TerraStar Signal Services with airborne applications and Purchaser shall be responsible for and shall save, indemnify, defend and hold harmless NovAtel and its affiliates on demand, from and against any and all claims, losses, damages, costs (including legal costs) expenses and liabilities which NovAtel may suffer in connection with the use of the TerraStar Signal Services with airborne applications.

**10.2. Oceanix Signal Services:** The Oceanix Signal Services are not intended for primary navigation purposes and shall not be used in or on any oil and gas application or used in or on any oil and gas dynamic positioning application. The Oceanix Signal Services comprise of the: (a) Oceanix Nearshore Signal Service; and (b) the Oceanix Offshore Signal Service. The Oceanix Signal Services are supplied wholly for use within the following markets: (a) navigation related to near shore survey; (b) use in inland waterways and offshore dredging; (c) uses connected with wind farms; (d) for use by cable lay vessels; (e) pilotage for tug boats; (f) coastal patrolling purposes; (g) search and rescue purposes; (h) use by science and research vessels; (i) government operations; (j) hydrography/bathymetry surveys; (k) military operations; (l) commercial shipping; or (m) passenger vessels. Where Oceanix Nearshore Signal Services are purchased for use in connection with any of the market sectors identified in Section 10.2, then Oceanix Nearshore Signal Services shall be geo-gated and shall not be available where the position determined on the receiver hardware is computed as exceeding sixty (60) kilometres offshore.

**10.3. Signal Services with Indefinite Term:** From time to time, NovAtel may offer, and Purchaser may purchase, Signal Services with terms that are perpetual, that continue for the life of the Product, or that are otherwise indefinite. Without limiting Section 6 hereof, such Signal Services are sold on an AS AVAILABLE basis. Purchaser acknowledges and agrees that NovAtel may terminate such Signal Services at any time for any reason. Purchaser further acknowledges that NovAtel makes no representation that such Signal Services will be available for any minimum length of time.

**10.4. Manual Purchase Orders:** In the event that the Purchaser wishes to purchase those Signal Services identified in Section 10.1(d) (Airborne TerraStar Signal Services); Section 10.1(e) (Government and Military TerraStar Signal Services); or Section 10.2(b) of the second sentence (Oceanix Offshore Signal Services), then Purchaser shall be required to submit a manual Purchase Order for review by NovAtel prior to acceptance. The purchase of the aforementioned Signal Services cannot be facilitated via any NovAtel e-commerce system.

**10.5. Deactivation/Termination of Signal Services:** NovAtel shall be entitled to de-activate and/or terminate the Signal Services with immediate notice in the following circumstances:

10.5.1. where the Signal Services are utilized outside of the market sector subscribed to;

10.5.2. where the Signal Services are supplied in circumstances which are contrary to applicable laws controlling export, imports, and re-sale in terms of restricted countries, restricted individuals or entities and/or restrictions on end use;

10.5.3. where the Signal Services are used in connection with the design, production, operation or storage of chemical, biological or nuclear weapons of any kind;

10.5.4. where the Signal Services are used by any third-party which has not subscribed to their use;

10.5.5. where the Signal Services are used in or on any offshore application or are used in or on any offshore dynamic positioning application (TerraStar Signal Services only);

10.5.6. where the Signal Services are copied, sold, transferred, re-broadcast, sub-licensed, rented or leased to third parties by Purchaser; or

10.5.7. where the Signal Services are used by Purchaser and/or any third-party in any connection with the oil and gas industry.

Where de-activation or termination is applicable under Section 10.5, NovAtel shall have no liability to Purchaser or to any third-party and Purchaser shall be responsible for and shall save, indemnify, defend and hold harmless NovAtel and its affiliates on demand, from and against any and all claims, losses, damages costs (including legal costs) expenses and liabilities which NovAtel may suffer in connection with the de-activation and/or termination of the Signal Services under any of the circumstances listed in Section 10.5.

**11. EXCLUSION OF LIABILITY:** NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL NOVATEL NOR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT EVEN IF NOVATEL HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. NOVATEL'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT THAT NOVATEL HAS BEEN PAID BY PURCHASER UNDER THIS AGREEMENT AT THE TIME THE CLAIM IS MADE. ALL EXCLUSIONS AND INDEMNITIES GIVEN UNDER SECTIONS 6, 8, 10 AND 11 SHALL APPLY IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING THE NEGLIGENCE OR BREACH OF DUTY (WHETHER STATUTORY OR OTHERWISE) OF THE INDEMNIFIED PARTY OR ANY OTHER ENTITY OR PARTY, AND SHALL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT, UNDER CONTRACT OR OTHERWISE AT LAW. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY THE PURCHASER MORE THAN ONE (1) CALENDAR YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

**12. DATA PROTECTION AND PRIVACY:** Personal information provided by the Purchaser will be used by NovAtel in accordance with NovAtel's Privacy Policy which may be found at: <https://www.novatel.com/about-us/privacy-policy/> or provided on request from NovAtel. Personal information may also be supplied to third parties, including debt collection agencies, for the purpose of enabling NovAtel to collect debts owed by Purchaser.

13. **U.S. GOVERNMENT PROCUREMENT:** NovAtel is a Canadian corporation and is an actively registered U.S. government contractor in the System for Award Management (SAM) under DUNS# 240662007 and NCAGE Code# 38757. NovAtel certifies that: (a) all NovAtel Products, Software, Signal Services and Accessories offered under this Agreement as "Commercial Items" as defined under FAR §2.101 has been developed at private expense; and (b) NovAtel Products are manufactured in Canada and NovAtel's work under any resulting award/contract will be performed in Canada using employees recruited in Canada. Notwithstanding the foregoing, for the avoidance of doubt, the preceding certification does not apply to subcontractor or any third-party products.

14. **TERMINATION:** In addition to any remedies that may be provided in this Agreement, NovAtel may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted under the laws of the Province of Alberta, Canada. This Agreement shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. In the event of a dispute arising out of or relating to this Agreement, the parties agree that they will submit to the exclusive jurisdiction of the courts of Calgary, Alberta, Canada.

16. **AMENDMENTS.** THIS AGREEMENT MAY NOT BE AMENDED OR MODIFIED UNLESS SO DONE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NOVATEL. Any representations, promises and verbal agreements related to the Products, Accessories, Software or Signal Services including but not limited to features, future enhancements, functionality, or services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement.

17. **MISCELLANEOUS.** All notices to NovAtel under this Agreement must be in writing and addressed to NovAtel Inc., 10921 – 14 Street N.E., Calgary, Alberta, T3K 2L5 Canada, with a copy to legal.ap@hexagon.com. Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized

overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) and effective upon receipt. Subject to the limitations and other provisions of this Agreement, Sections 5, 7, and 11, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, shall survive such expiration or termination. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect or invalidate or render unenforceable any other provision and the Parties shall negotiate in good faith to modify this Agreement in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Purchaser may not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of NovAtel. Any purported assignment, transfer, delegation or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation or subcontract shall relieve Purchaser of any of its obligations hereunder. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Any delay or failure of NovAtel to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond NovAtel's control, without NovAtel's fault or negligence and that by its nature could not have been foreseen by NovAtel or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, supply shortages, and shortage of adequate power or transportation facilities). The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.