

## Effective: March 1, 2024

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 (respectively “Software License(s)” and “Software”); and/or subscriptions to signal services (respectively, “Signal Service Subscription(s)” and “Signal Service(s)”) 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. The terms and conditions contained in this Agreement 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 this Agreement 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 Licenses, and/or Signal Service Subscriptions covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

### 1. ORDERING:

1.1. Purchaser may submit a purchase order (“Purchase Order(s)”) by email or through NovAtel’s e-commerce system, (“E-Commerce System”). All Purchase Orders placed by Purchaser are subject to NovAtel’s written acceptance.

1.2. To be valid, all purchase orders shall contain the Purchaser’s purchase order number, prices, quantities, complete descriptions of the Products, Accessories, Software, and/or Signal Services to be purchased, including model numbers and any options (where applicable), “ship to” and “bill to” addresses, and any specific shipping instructions (“PO Transaction Details”). With respect to Products and Accessories, PO Transaction Details shall include, and purchase orders shall specify, the shipping destination’s street address (“Delivery Point”). With respect to Signal Services, PO Transaction Details shall include, and purchase orders shall specify, the requested part number, enablement date relating to same and the product serial number for which the Signal Services shall be utilized and the country of end use (where applicable).

1.3. **E-Commerce System.** NovAtel shall use commercially reasonable efforts to ensure that the E-Commerce System is available except for planned downtime. NovAtel shall provide 24

hours’ prior notice via email of any planned downtime greater than two hours. Where NovAtel accepts a purchase order made through its E-Commerce System, it shall provide Purchaser with a “transaction successful receipt” or similar electronic acknowledgement, access credentials, a serial number for the Product and/or authorization code with access instructions for the Signal Services, telephone support between 08:00 MST and 17:00 MST, facilitation of credit card payments for B2B purchases, and invoices daily through NovAtel’s standard accounts receivable procedures.

1.4. **NovAtel’s Right to Accept or Reject Purchase Orders.** NovAtel may, in its sole discretion, accept or reject any purchase order. NovAtel may accept any purchase order by confirming the order (whether by written confirmation, invoice, or otherwise) or by delivering the Products, Accessories, Software, and/or Signal Services, whichever occurs first. No purchase order is binding on NovAtel unless accepted by NovAtel as provided in this Agreement. Upon acceptance, Purchase Orders may not be cancelled without NovAtel’s prior written consent. An accepted Purchase Order as confirmed by NovAtel’s order verification report is hereinafter referred to as a “Confirmed Purchase Order.”

1.5. **Cancellation of Purchase Orders.** NovAtel may, without liability or penalty, cancel any Confirmed Purchase Order, in whole or in part: if NovAtel discontinues its sale of Products, Accessories, Software Licenses, and/or Signal Service Subscriptions or reduces or allocates its inventory of Products, Accessories, Software Licenses, and/or Signal Service Subscriptions; if NovAtel determines that Purchaser is in violation of its obligations under this Agreement; or pursuant to NovAtel’s rights under Section 3.2.

### 2. PRICES:

2.1. **Prices.** Purchaser shall purchase the Products, Accessories, Software Licenses, and/or Signal Service Subscriptions from NovAtel at the prices provided in NovAtel’s quotation (“Prices”) which are firm fixed price. Except as otherwise indicated in the quotation, Prices are valid for 30 days only. NovAtel reserves the right to modify its prices at any time.

2.2. **Shipping Charges, Insurance, and Taxes.** Either NovAtel or Purchaser shall pay for shipping charges and insurance costs in accordance with the commercial terms selected by the Parties under Section 4.2. Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Purchaser under this Agreement, including without limitation customs, federal, state, local, or provincial sales and use taxes. Purchaser is responsible for all charges, costs, and taxes, including without limitation warehousing, reloading, transportation, off-loading, moving and insurance costs;

provided, that, Purchaser is not responsible for any taxes imposed on, or regarding NovAtel's income, revenues, gross receipts, personnel or real or personal property, or other assets.

**2.3. Prices for Subscription Services.** Prices for Software Licenses or Signal Service Subscriptions ("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. Renewals of Subscription Services shall be subject to NovAtel's then current pricing, and pursuant to any new Confirmed Purchase Order.

### 3. PAYMENT

**3.1. Payment Terms.** Payment terms for the Products, Accessories, Software Licenses, or Signal Service Subscriptions are pre-payment unless otherwise agreed in writing. If payment terms are extended by NovAtel, invoices are due net 30 calendar days from the invoice date. Purchaser shall remit payments in US dollars by:

3.1(a) Wire transfer in accordance with NovAtel's wire instructions; or

3.1(b) Credit card through the E-Commerce System; or

3.1(c) For US customers only, check made payable to NovAtel Inc. and mailed to: PO Box 200378, Pittsburgh, PA 15251-0378; or

3.1(d) For Canadian customers only, check made payable to NovAtel Inc. and mailed to: Hexagon Calgary Campus, 10921 14 Street NE, Calgary, Alberta, T3K 2L5 Canada.

**3.2. Unsatisfactory Credit Status.** Each issuance of a purchase order to NovAtel constitutes Purchaser's representation and warranty that Purchaser can pay for the Products, Accessories, Software Licenses, and/or Signal Service Subscriptions identified in the purchase order in accordance with this Agreement. Purchaser shall furnish NovAtel with a credit application and any such statements accurately and fairly evidencing Purchaser's financial condition as NovAtel may, from time to time, reasonably request. Purchaser shall notify NovAtel immediately of any and all events that have had or may have a material adverse effect on Purchaser's business or financial condition, including any change in management, control or ownership, or breach of any loan covenants, or other material obligations of Purchaser to its lenders. If, at any time, NovAtel determines in its sole discretion that Purchaser's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to NovAtel's other rights under this Agreement, at law, or in equity, NovAtel may, without liability or penalty: modify the payment terms specified in Section 3.1 for outstanding and future purchases, including requiring Purchaser to pay cash in advance or cash on delivery; reject any purchase order received from Purchaser; cancel any previously accepted purchase orders; delay any further delivery of Products, Accessories, Software, and/or Signal Services to Purchaser; stop delivery and cause the return to NovAtel of any Products or Accessories in transit and/or terminate Signal Services; terminate this Agreement on notice; and/or accelerate the due date of all amounts owing by Purchaser to NovAtel. No actions taken by NovAtel under this Section (nor any failure of NovAtel to act under this Section) constitute a waiver by NovAtel

of any of its rights to enforce Purchaser's obligations under this Agreement.

**3.3. Invoice Disputes.** Purchaser shall notify NovAtel in writing of any dispute with any invoice (along with substantiating documentation within 30 days from the date of the invoice. Purchaser will be deemed to have accepted all invoices for which NovAtel does not receive timely notice of disputes.

**3.4. Late Payments.** Purchaser shall pay interest on all late payments, calculated daily and compounded monthly, at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Purchaser agrees to reimburse NovAtel for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

**3.5. Security Interest.** To secure Purchaser's prompt and complete payment of any indebtedness, Purchaser hereby grants NovAtel a first-priority security interest in all Products and/or Accessories purchased under this Agreement, wherever located, as well as all proceeds of the foregoing, until the same are paid in full. NovAtel may file a financing statement for the security interest and Purchaser shall execute, and authorizes NovAtel to execute, on Purchaser's behalf, any statements or other documentation necessary to perfect NovAtel's security interest. NovAtel is entitled to all applicable rights and remedies of a secured party under applicable law.

### 4. SHIPMENT AND DELIVERY

**4.1. Shipment.** Purchaser may include specific shipping instructions with its purchase order along with details of the preferred carrier and account number and details of custom broker/freight forwarder including name and contact number. In the absence of specific shipping instructions, or as may be required by Applicable Export Laws (as hereinafter defined), NovAtel may select a carrier, insure the Products and/or Accessories in transit, and charge Purchaser accordingly. NovAtel shall not be responsible for any claims to the insurer. NovAtel may, in its sole discretion, without liability or penalty, make partial shipments of Products and Accessories to Purchaser. Each shipment constitutes a separate sale, and Purchaser shall pay for the units shipped, whether the shipment is in whole or partial fulfillment of a purchase order. In all cases and notwithstanding anything to the contrary, Purchaser shall be the Importer of record and solely responsible for customs clearance or entry into the country of import, including, management of customs/import brokers.

**4.2. Delivery.** Unless expressly agreed to by the Parties, NovAtel shall deliver the Products, and Accessories to the Delivery Point, using NovAtel's or manufacturer's standard methods for packaging and shipping. All Prices are FCA (INCOTERMS 2020) NovAtel's facility in Calgary, Alberta, Canada.

**4.3. Late Delivery.** Any time or date quoted for delivery is an estimate only; provided, however, that NovAtel shall use commercially reasonable efforts to deliver all Products, Accessories, Software, and/or Signal Services on or before the delivery date on the order verification. NovAtel shall not be liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver, or delay in delivery.

Notwithstanding the foregoing, Purchaser may not reschedule delivery dates without NovAtel's prior written consent.

**4.4. Inspection.** Purchaser shall inspect the Products and Accessories upon receipt. Purchaser will be deemed to have accepted the Products and Accessories unless it notifies NovAtel in writing of any nonconforming Products or Accessories at the time of delivery and furnishes written evidence or other documentation as required by NovAtel. NovAtel shall, in its sole discretion, either (a) replace the nonconforming Products or Accessories with conforming Products or Accessories, or (b) refund the price and actual reasonable shipping expenses paid by Purchaser for the nonconforming Products and Accessories. Purchaser shall ship, at NovAtel's expense and sole discretion, all nonconforming Products and Accessories to NovAtel's facility at Calgary, Alberta, Canada. The remedies set out herein are Purchaser's sole and exclusive remedy for the delivery of nonconforming Products or Accessories, subject to Purchaser's rights under Section 6 for Products and Accessories for which Purchaser has accepted delivery.

**4.5. Limited Right of Return.** Except as provided under Sections 4.4 and 6, all sales of Products, Accessories, Software Licenses, and/or Signal Service Subscriptions to Purchaser under this Agreement are made on a one-way basis and Purchaser has no right to return Products, Accessories, Software Licenses, and/or Signal Service Subscriptions purchased. Further, authorization codes for Software upgrades are also non-transferable except when associated with the return, repair, or replacement of a Product or Accessory.

**4.6. Title and Risk of Loss.** Title and risk of loss to Products and Accessories shipped under any purchase order passes to Purchaser when made available to the carrier at NovAtel's facility in Calgary, Alberta, Canada.

**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.

6.1. 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.

6.2. 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.**

6.3. 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.

6.4. 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 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 may include, without limitation, the export laws of Canada, the United States of America, the United Kingdom, the European Union, and the export laws of the jurisdiction in which the Products, Accessories, Software, and Signal Services are utilized. Applicable Export Laws are subject to change and the onus is upon Purchaser to ensure that it familiarises itself with Applicable Export Laws which specify restricted countries, denial/debarment lists, and prohibited uses. Purchaser hereby warrants to NovAtel that the Purchaser will not utilize, divert, export, re-export, or transfer (in-country), directly or indirectly, any Products, Accessories, Software, or Signal Services to or in a restricted destination, to any entity or person listed on any denial/debarment list, or for any prohibited use, as designated by Applicable Export Laws, or assist any third party in doing so. NovAtel will not enable Signal Services for use, or dispatch any Products, Accessories, or NovAtel personnel to the Purchaser, for use, diversion, export, re-export or transfer (in-country) of Products, Accessories, Signal Services, or any portion thereof to or in a restricted country, by any entity or person on any denial/debarment list, or for any prohibited use, as designated by Applicable Export Laws. In addition, and without limiting the foregoing, Purchaser acknowledges and agrees that NovAtel is excused from performance and may suspend support or terminate any purchase order, deliveries, or this Agreement with immediate effect and without liability if NovAtel determines that an export, re-export, or transfer (in-country) of a Product, Accessory, or Signal Service would implicate NovAtel in any activity prohibited hereunder, or any unlawful activity, or that it has inadvertently supported such activities with or without

being informed that the export, re-export, or transfer (in-country) was in support of such activities.

**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:** For the avoidance of doubt and notwithstanding anything to the contrary, Software is licensed and not sold under any circumstance. Any Software delivered with the Products shall at all times remain the property of NovAtel or any respective third-party (if applicable). 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. NovAtel Software that is not accompanied by an end user license agreement 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 SERVICE SUBSCRIPTIONS:** Signal Services are as correction signal subscriptions which are available as TerraStar Signal Services or Oceanix Signal Services (as further defined in Sections 10.1 and 10.2 below respectively).

##### **10.1. TerraStar Signal Services:**

10.1(a) 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: (i) the agricultural market; (ii) all other markets where Products are utilized on land; (iii) UAV market where Products are airborne and utilized over or above land only; (iv) all other markets where Products are airborne and are utilized over or above land and over or above territorial waters adjacent to land; or (v) 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(b) TerraStar Signal Service Subscriptions purchased for use in connection with the markets sectors identified in Sections 10.1(a)(i) and 10.1(a)(ii) are for use of TerraStar Signal Services on land only. TerraStar Signal Service Subscriptions purchased for use of TerraStar Signal Services in connection with the markets sector identified in



Section 10.1(a)(iii) are for use of TerraStar Signal Services over or above land only. TerraStar Signal Service Subscriptions purchased for use in connection with the markets sectors identified in Sections 10.1(a)(iv) and 10.1(a)(v) are for global use of TerraStar Signal Services.

10.1(c) Where TerraStar Signal Service Subscriptions are purchased for use in connection with the markets sectors identified in Sections 10.1(a)(i) and 10.1(a)(ii) above, then TerraStar Signal Services shall be: and geo-gated and shall not be available where the position determined on the receiver hardware is computed as being offshore.

10.1(d) Where TerraStar Signal Service Subscriptions are purchased for use in connection with the market sectors identified in Section 10.1(a)(iii), then TerraStar Signal Services shall be for use over or above land only.

10.1(e) 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 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 being applied.

10.1(f) Where the TerraStar Signal Services are used in connection with the market sector identified in Sections 10.1(a)(iii) and 10.1(a)(iv), 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: Oceanix Nearshore Signal Service; and 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 Service Subscriptions 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 Service Subscriptions 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 Service Subscriptions 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. 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:

10.4(a) where the Signal Services are utilized outside of the market sector subscribed to;

10.4(b) 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;

10.4(c) where the Signal Services are used in connection with the design, production, operation or storage of chemical, biological or nuclear weapons of any kind;

10.4(d) where the Signal Services are used by any third-party which has not subscribed to their use;

10.4(e) 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);

10.4(f) where the Signal Services are copied, sold, transferred, re-broadcast, sub-licensed, rented or leased to third parties by Purchaser; or

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

10.5. Where de-activation or termination is applicable under Section 10.4, 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 10.4.

**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, 7, 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 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. 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 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.

**14. 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.

**15. 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.

**16. 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 by email to [legal.ap@hexagon.com](mailto:legal.ap@hexagon.com). Unless otherwise agreed, 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 are 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 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.