

NORMET CONNECTIVITY TERMS AND CONDITIONS

These Normet Connectivity Terms and Conditions (the “Terms of Service”) govern the access to and use of the Services offered or made available by Normet Oy (or its Affiliates) (“Normet” or “we”) to the Customer (“Customer” or “you”) and any of its Users.

These Terms of Service is a binding contract between Normet and the Customer . Any terms in the Customer’s general conditions, purchase terms and conditions, purchase order or other document are hereby expressly rejected by Normet. When applicable, these Terms of Service is made a part of and subject to the Agreement. In the event of any conflict between the Terms of Service and an applicable Agreement, the Terms of Service shall govern the Services and Customer’s or its Users' access and use of the Services.

The person accepting these Terms of Service, registering any Customer account, and/or activating any of the Services on behalf of the Customer hereby expressly: (i) acknowledges having read and confirms having understood these Terms of Service; and (ii) represents and warrants to Normet having the right, power, and authority to enter into the Terms of Service and bind the Customer to the Terms of Service. Neither the Customer or any User may access or use the Normet Data Services, if they do not accept and agree to be bound by the Terms of Service.

1. DEFINITIONS

In these Terms of Service the following capitalized terms and expressions have the following meanings, and the singular (where appropriate) includes the plural and vice versa:

- 1.1. “**Affiliate**” of a Party means an entity which is (i) directly or indirectly controlling such Party; (ii) under the same direct or indirect control as such Party; or (iii) directly or indirectly controlled by such Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.
- 1.2. “**Agreement**” means the agreement in which the Parties define and specify the Services supplied or provided by Normet to Customer, including any appendices or exhibits thereto together with these Terms of Service. No terms in Customer’s general conditions, purchase terms and conditions, purchase order or other document shall form part of the Agreement or bind Normet.
- 1.3. “**Confidential Information**” means any information and material in whatever form disclosed to one Party by the other Party and either marked as confidential or which should be understood to be confidential. The structure, user interface, concepts and delivery method of Services and its underlying ideas and concepts are always considered as Normet’s Confidential Information.

- 1.4. “**Customer**” means the legal person, whether a corporate entity or other legal entity or an individual, which is the party to the Agreement or otherwise accessing the Services whether by itself or by its User.
- 1.5. “**Customer Operating Environment**” means Customer’s information technology systems, networks, software, databases and/or environment that is used by Customer in connection with its use of the Services and which may interface with the Supplier’s information technology systems, networks, software, databases and/or environment including interfaces via the Internet.
- 1.6. “**ECM**” means Normet Equipment Data collection device installed in the Equipment.
- 1.7. “**Equipment**” means any Normet underground mining or tunnelling equipment specified in the Agreement and/or ancillary components thereto, which is the object of the Agreement and into which the ECM is installed and which generates, collects or transmits data.
- 1.8. “**Equipment Data**” means all visual, audio, written or other form of information, material or data generated, collected, transmitted, uploaded, processed, analysed or displayed by the Equipment.
- 1.9. “**Error**” means a mistake, problem, defect, malfunction or deficiency, which causes an incorrect or inadequate functioning or non-functioning of a Service or any deviation from the specifications or other requirements set forth under the Agreement.
- 1.10. “**Event of Force Majeure**” means an unforeseen event, which occurs after the signing of the Agreement and which is beyond the reasonable control of the affected Party, to the extent such an event prevents or delays the affected Party from fulfilling its obligations under the Agreement and the affected Party is not the direct or indirect cause of such an event.
- 1.11. “**Intellectual Property Rights**” means patents, petty patents, utility models, design patents, designs (whether or not capable of registration), chip topography rights, database rights and other like protection, copyrights, trademarks, trade names, trade secrets, inventions and/or any other industrial and/or intellectual property rights, and applications, continuations, renewals and reissues thereof.
- 1.12. “**Party**” means Normet or Customer as the context require.
- 1.13. “**Price**” means the price(s), charges and fees payable by Customer to Normet for providing the Services under the Agreement.
- 1.14. “**Services**” mean the Normet Smart Connect Services supplied or performed by Normet to the Customer under the Agreement, which may consist of the Equipment Data collection, the Normet Smartweb Solution or other connectivity solutions to access, transmit and save the Equipment Data and/or the processing, analysis and utilization of the Equipment Data.
- 1.15. “**Scope of Services**” means any descriptions of the Services and the technical, functional and non-functional specifications and requirements thereof as set out in the Agreement or in a document incorporated thereto.

- 1.16. “**User**” means each individual person authorized by the Customer to access and use any of the Services or who is otherwise accessing or using any of the Services on behalf of Customer, whether or not the person has a registered user account for the Services.

2. USE OF SERVICES; CUSTOMER SYSTEM REQUIREMENTS

- 2.1. Use of the Services requires that the Customer’s Equipment is fitted with an ECM and that it is activated correctly. Normet offers such ECMs independently of the Terms of Service and may be offered pre-installed in the Customer’s Equipment (in case of new equipment purchase and subject to availability) or as a retrofit. Any and all warranties and obligations, if any, related to the ECM is be subject to Normet’s standard warranty terms and conditions.
- 2.2. Customer shall notify Normet if the Customer wants to remove Equipment and/or Users from the Services or add Equipment (subject to Section 3.1 above) and/or Users to the Services. Normet may charge additional Price for any such additional Equipment and/or User(s). Unless otherwise agreed with Normet, Customer shall disable the Services from any Equipment, which is sold, leased or assigned to a third party.
- 2.3. Customer shall at its own cost and expense be responsible for having available Customer Operating Environment and that it is compatible with the requirements of the Services as set by Normet from time to time. Normet may provide updates and upgrades to the Services from time to time in its sole discretion, which may require changes to Customer Operating Environment to receive the Services.
- 2.4. Normet shall have the right to prevent Customer’s access to the Services if Normet suspects that Customer is using the Services in breach of the Agreement or in a non-compliant manner or for a purpose which the Services are not intended.
- 2.5. Customer shall maintain the user names and passwords of its Users diligently and that they are not disclosed to any third party. Customer shall be responsible for all use of the Services under the user names and passwords of its Users.
- 2.6. Normet may in its sole discretion take backups of the data or reports, analysis or other materials relating to the Services but shall not have the obligation to take any backups. If Normet has taken backups and recovery is reasonably practical, Normet will at Customer’s request recover and deliver to Customer the data requested by Customer. Normet may charge Customer a reasonable fee and the costs and expenses incurred in such recovery.

3. PRICES AND PAYMENT

- 3.1. Customer shall pay to Normet the agreed Price for the Services. The Price are set forth in the Agreement. If no Price has been agreed for the Services or any part thereof, the applicable Price shall be in accordance with Normet’s price list as applicable from time to time.
- 3.2. Normet shall have the right to adjust Price in any price list applicable to the Services by giving notice thereof to the Customer at least one (1) month prior to the change applies to the Services.

- 3.3. Without prejudice to any other remedy available to Normet, it may suspend the provision of the Services or any part thereof in the event the Customer is in delay in making any payment to Normet or its Affiliates.

4. LICENSE TERMS

- 4.1. Normet grants to the Customer a revocable, non-exclusive, non-assignable and non-transferable limited license to access and use the Services solely for the Customer's business operations and solely by Customer's authorised Users, during the term and in accordance with the terms and conditions of the Agreement and these Terms of Service. The level of access and functionalities of use, and therefore the scope of the license granted herein, for the Customer and its Users may vary based on the version or Scope of the Services.
- 4.2. Customer shall not have the right to sublicense, resell, transfer, assign, distribute, share, maintain, outsource or otherwise commercially exploit the Services without Normet's prior written approval.
- 4.3. Customer shall not disassemble, decompile, customize or reverse engineer or otherwise attempt to derive the source code of any software included in the ECM or the Services or any technical solution, component or system in the Services or the Equipment. If Customer wishes to proceed with any such actions for interoperability purposes, Customer shall contact Normet in advance in order to obtain consent and information needed to the interoperability of the Services with a third-party software or hardware. Normet shall in its sole discretion decide if it gives such consent or information to Customer.
- 4.4. Normet shall have the right to issue new versions, patches and to make any other changes to the software or solutions included in the Services at any time, as long as the main purpose of the Services does not change.
- 4.5. Normet has the right to discontinue providing the Services at any time by giving reasonable notice thereof. In case Normet discontinues the Services for any period for which Customer has already paid the Price, Normet shall return a corresponding proportion of the Price upon Customer's request.

5. INTELLECTUAL PROPERTY RIGHTS; RIGHTS TO USE EQUIPMENT DATA

- 5.1. Any and all Intellectual Property Rights of a Party existing prior to the effective date of this Agreement or developed independently thereafter without any material or information received from the other Party shall vest solely in such Party.
- 5.2. All Intellectual Property Right to the Services and any amendments or changes thereto, including without limitation improvements, modifications or new versions to the same, shall vest solely in Normet and/or its licensors. Except as expressly stated herein, the Terms of Service or the Agreement does not grant Customer any rights to, or in, any Intellectual Property Rights, or any other rights or licences in respect of the Services.
- 5.3. If the Services is deemed to infringe or Normet reasonably suspects it to infringe any Intellectual Property Rights of a third party, Normet may terminate the Agreement

immediately, close the Services or any part thereof and delete User accounts from the Services.

- 5.4. Customer agrees that Normet shall have the right to access, collect, save, storage and copy all Equipment Data and that the Equipment may be connected to Normet's data analytics or information technology systems through which the Equipment Data may be automatically submitted to Normet, its Affiliates and/or its service providers.
- 5.5. Normet and its Affiliates (including any of their transferees and successors) shall have a perpetual, non-exclusive, worldwide, fully-paid up, royalty-free, transferable and sub-licensable right and license to receive, collect, save, storage, copy and use the Equipment Data, combine it with other data and use the Equipment Data and any analysis thereof. Equipment Data is used for the purposes of enabling Normet to provide the Services to the Customer and its Users and may also be used for example in monitoring the Equipment, its usage and performance, improving or managing products or services, warranty and contract compliance, inspecting any cases of misuse, investigating and repairing a technical or similar failure in the products or services, maintenance and diagnostics, sales and marketing, research and development, offering development and other business and operating purposes. Normet shall not share any Equipment Data or other data, which reveals or contains the identity of Customer, User(s), or Customer's Confidential Information with third parties.

6. CONFIDENTIALITY

- 6.1. Subject to Normet's right to use the Equipment Data as set forth in Sections 6.4 and 6.5 and Statistical Data as set forth in Section 10.9, each Party shall hold in confidence and shall not disclose to any third party any Confidential Information and each Party shall not use any Confidential Information for any purposes other than those set out in the Agreement. The confidentiality obligation under this Section 6. (Confidentiality) shall survive the termination, expiration or cancellation of the Agreement for a period of five (5) years thereafter, unless otherwise agreed in writing.
- 6.2. The confidentiality obligation in this Section 7. (Confidentiality) shall not, however, apply to material or information, (a) which is generally available or otherwise public; (b) which the receiving Party has received from a third party without any obligation of confidentiality; (c) which was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; (d) which the receiving Party has independently developed without using material or information received from the other party; or (e) which the receiving Party is required to provide due to applicable law or regulations.
- 6.3. Notwithstanding the above, either Party may communicate the information furnished by the other Party to its employees, advisors, representatives and sub-contractors on need-to-know basis, provided, however, that it ensures that persons shall be bound to confidentiality obligation similar to that set forth herein.

7. LIMITED WARRANTIES AND ERRORS

- 7.1. Normet endeavours to have the Services operating as uninterruptedly and Error-free as possible but does not warrant that the Services will be uninterrupted or Error free. Normet does not make any warranty for the accuracy, reliability, availability or other

qualities of any Equipment Data or any other data, material or service accessed through Services.

- 7.2. Customer acknowledges and accepts that the Services is still in development phase and Normet is supplying the Services to Customer "as-is". The Services may be interrupted or under maintenance or change work more frequently and for longer periods than normally expected.
- 7.3. Normet endeavours to correct without undue delay any material Errors in the Services that are attributable to Normet.

Normet may suspend the delivery of or access to the Services (each a "Service Break"): (i) for the purposes of installation, change or maintenance work, (ii) due to interruption in networks, repair of errors or equipment, security risks, problems in electricity supply, (iii) if required by law or an order by a competent court or by an authority, or (iv) if Normet suspects misuse of the Services or breach of the Agreement. If the suspension is due to a Service Break planned by Normet, Normet shall, where reasonably practical, inform Customer of the suspension in advance. Normet will inform Customer of other suspensions, where reasonably practical, without undue delay.

- 7.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, THE SERVICES IS PROVIDED "AS IS" AND NORMET SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NORMET SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

- 8.1. SUBJECT TO SECTION 9.4 BELOW, THE LIABILITY OF NORMET TOWARDS THE CUSTOMER IN RESPECT OF ANY CLAIMS, COSTS, EXPENSES, LOSSES AND DAMAGES ARISING OUT OF NORMET'S BREACH OF THE TERMS OF SERVICE OR THE AGREEMENT SHALL BE LIMITED TO DIRECT COSTS ONLY AND SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES DURING THE LAST THREE (3) MONTHS PRIOR TO THE CAUSE FOR THE LIABILITY HAS ARISEN.
- 8.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE (WHETHER IN CONTRACT TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PRODUCTION, LOSS OF USE, LOSS OF REPUTATION OR DAMAGE TO GOODWILL AND LOSS OF DATA.
- 8.3. Neither Party shall be liable for the destruction, loss or alteration of the other Party's data or data files, nor for any damages and expenses incurred as a result, including without limitation expenses involved in the reconstitution of data files.

8.4. The limitations of liability shall not apply to damages caused by wilful conduct or gross negligence or death or personal injury or if and to the extent such limitations are not permitted by applicable laws.

9. DATA PRIVACY; PERSONAL DATA

- 9.1. Normet is committed to ensure that it complies with applicable data protection legislation in the processing of any personal data in connection with the Services. For the purposes of the Terms of Services personal data shall mean any information relating to an identified or identifiable natural person or to any other personal data as defined under General Data Protection Regulation (EU) 2016/679 of European Union. Personal data processed in connection with the Services may include personal data of Users, Customer's contact persons and the Equipment operators (jointly "data subjects"), such as their names, contact information and/or location data.
- 9.2. Normet processes the personal data on behalf of Customer. Customer acts as the controller and Normet acts as the processor of personal data in relation to the Services. The Parties agree to comply with the applicable data protection legislation.
- 9.3. As the controller, Customer shall take the necessary measures to ensure that, as regards the Customer, the processing of personal data to be transferred to Normet complies with the data protection legislation, including without limitation ensuring that Customer has acquired necessary consents from the data subjects to process the personal data as well as maintaining necessary records of the data processing.
- 9.4. Normet shall process the personal data only according to the Agreement and the applicable written instructions of Customer and only insofar as it is necessary to supply the Services. Normet will notify Customer without delay if Normet considers that Customer's instructions infringe the data protection legislation and shall in such event have the right to immediately cease to follow such instructions.
- 9.5. Normet may engage sub-processors in processing the personal data. At Customer's written request, Normet shall inform Customer in writing of the sub-processors it uses. Normet shall ensure that the sub-processors are bound by appropriate data protection provisions to satisfy the requirements of the applicable data protection legislation. Normet undertakes to use all reasonable efforts to protect the personal data from any unauthorized disclosure or transfer to any third party. If Normet transfers any personal data for processing in any country outside the European Union or the European Economic Area, Normet shall ensure that such transfer is done in compliance with data protection legislation.
- 9.6. Normet shall carry out the appropriate technical and organizational measures to protect the personal data in accordance with the applicable data protection legislation, considering the available technical options and their costs in relation to the data security risks relating to the processing of the personal data and its nature. Normet will inform Customer without delay of any data security incidents, such as security breaches.
- 9.7. Normet shall, upon request, make available to Customer information necessary to demonstrate compliance with the obligations of the Agreement.

9.8. Normet undertakes not to store the personal data longer than the personal data is needed and provided that such data storage complies with the data protection legislation. Upon termination of the Agreement, Normet undertakes to destroy or make unidentifiable any personal data unless the applicable data protection legislation requires storage of the personal data.

10. TERM AND TERMINATION

10.1. The Agreement shall be in force until further notice unless otherwise agreed in the Agreement. Notwithstanding other termination rights under the Agreement, Normet shall have the right to terminate the Agreement partially or wholly with respect to the Services (including for the avoidance of doubt these Terms of Service) by giving written notice of one (1) month thereof to Customer.

10.2. Upon any termination of the Agreement, partially or wholly, this Section 11.2 and Section 6 (Intellectual Property Rights; Rights to Use Equipment Data), Section 7. (Confidentiality), Section 9. (Limitations of Liability) and Section 12. (Governing law), shall survive. Also, any other provisions which by their nature contemplate effectiveness beyond the termination the Agreement shall survive the termination.

11. GOVERNING LAW; DISPUTE RESOLUTION

11.1. Notwithstanding anything to the contrary in the Agreement, these Terms of Service shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11.2. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules. Unless otherwise agreed by the Parties, the language of the proceedings shall be English.

12. MISCELLANEOUS

12.1. Force majeure: Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder, except for the obligations to make due payments, in the event and to the extent that such delay or non-performance is due to an Event of Force Majeure. The Party affected by an Event of Force Majeure shall give notice of its occurrence and probable duration to the other Party in writing without delay. If an Event of Force Majeure results in delay or non-performance by a Party for a period of thirty (30) days or longer, then either Party shall have the right to terminate the Agreement partially or wholly with immediate effect without any liability towards the other Party.

12.2. No waiver: No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.