

TERMS AND CONDITIONS FOR MINESTAR SOFTWARE SUBSCRIPTION(S) AND ADDITIONAL SERVICES

1. Definitions and Order of Precedence

- 1.1. Any capitalised terms have the meaning given in these terms and conditions ("**Terms**") or in the quote provided by Dealer to Customer for the MineStar Software ("**Quote**").
 - 1.2. The Customer may offer to purchase the Software Subscription(s) included in a Quote by issuing a purchase order to the Dealer for an amount equal to the Subscription Fee for the Initial Term.
 - 1.3. The Dealer may, in its discretion, accept or reject the Customer's offer to purchase the Software Subscriptions.
 - 1.4. If the Dealer accepts the Customer's offer to purchase, a binding contract ("**Agreement**") will be formed, comprising the following documents in order of precedence:
 - (a) the Quote, including any Updated Quotes issued in accordance with clause 6.3 and 6.4;
 - (b) these Terms including the SEUA referenced in clause 2.4;
 - (c) any schedules to the Quote and/or Updated Quote; and
 - (d) the relevant purchase order issued by Customer to Dealer for the Subscriptions detailed in the Quote and/or Updated Quote.
 - 1.5. Any terms included with any Customer purchase order do not apply and are expressly rejected by Dealer. The Agreement is the sole and exclusive agreement governing Customer's access to and receipt of Software Subscriptions, Bronze support, and Additional Services.
-

2. MineStar Product Subscriptions

- 2.1. The Customer subscribes to the Software for the registered assets ("**Assets**") located at the mine sites ("**Sites**") detailed in the Quote and/or Updated Quote for the term specified in clause 2.2 below ("**Subscription**").
- 2.2. The initial term of the Subscription is for the period from the Start Date until the End Date ("**Initial Term**"), as extended by any renewal in accordance with clause 2.3 below ("**Term**").
- 2.3. At the end of the Initial Term, the Subscription will automatically renew for a further 12 months and will subsequently renew thereafter on the day after each anniversary of the End Date unless terminated in accordance with clause 4.1.
- 2.4. The Software is licensed by Caterpillar Inc. ("**Caterpillar**"). Customer expressly agrees to the terms and conditions of the Software End User Agreement and Acceptable Use Policy available at <https://www.caterpillar.com/en/legal-notices/minestar-software-end-user-agreement.html> ("**SEUA**") as updated from time to time. Customer understands and agrees that by issuing a purchase order in accordance with clause 1.2, Customer is expressly entering into the agreement with Caterpillar as set forth in the SEUA.
- 2.5. Notwithstanding anything to the contrary in the Agreement, Caterpillar is expressly made and intended to be made a third-party beneficiary of the Agreement with respect to the Software and Subscription with full rights and abilities to enforce the same in its entirety. The Customer hereby consents to the Dealer providing the Agreement in its entirety to Caterpillar.
- 2.6. Subject to clause 2.7 below, the Agreement together with the SEUA, constitutes the entire agreement governing the purchase and license of the Software and supersedes all prior representations, agreements, and other understandings, oral or written, between and with respect thereto.

- 2.7. If the Customer (or an affiliate of the Customer for the Customer's benefit) and Caterpillar have entered into a Supplementary Agreement in relation to the Software and that Supplementary Agreement is specified in the Quote, that Supplementary Agreement will take precedence over the SEUA to the extent of any inconsistency.
 - 2.8. By signing the Agreement, issuing a purchase order which references the Quote, or by accessing or using the Software, the Customer, and the Customer's end-user, consents to be bound by the terms and conditions of the Agreement including the SEUA.
 - 2.9. To the extent permitted by law, Dealer is not liable for any loss or damage incurred or suffered by Customer arising from or in connection with the Software, Bronze Support services or Additional services being delayed, terminated, interrupted or operating in a way reasonably unanticipated due to events beyond the reasonable control of the Dealer.
 - 2.10. To the extent permitted by law, the Dealer's liability arising out of or in connection with the Software, Subscription, Bronze Support and Additional Services under the Agreement including for negligence is limited to the warranties contained in the SEUA.
-

3. Critical Components

- 3.1. The Customer acknowledges that the Dealer has provided the Customer with a customer requirements document setting out the critical components to be provided by the Customer that are necessary to operate the Software.
 - 3.2. The Customer must provide the critical components on or before the installation of the Software and maintain the critical components during the Term.
-

4. Changes to MineStar Subscriptions

- 4.1. If the Customer wishes to terminate a Subscription(s) in whole or in part, the Customer must provide Dealer with written notice of intent to terminate in whole or in part (only specific to MineStar Software), not less than thirty (30) days prior to the end of the current Term.
 - 4.2. Any additional Subscription(s) ordered by Customer under clause 6.4 will:
 - (a) be subject to the terms of the Agreement without the requirement for any further changes to this Agreement; and
 - (b) subject to Dealer's receipt of a valid purchase order, commence from the date specified in the Updated Quote.
-

5. Bronze Support and Additional Services

- 5.1. During the Term, Caterpillar/Dealer will provide the Bronze Support services specified in Annexure – MineStar Support Agreement, subject to the terms of that annexure.
- 5.2. The Dealer and Customer may agree to provision of additional support services including support, maintenance, training, installation, customisation, implementation, or other services that do not form part of the Bronze Support in 5.1 above (**Additional Services**) by either:
 - a) executing a scope of work for such Additional Services; or
 - b) by the Customer issuing a Purchase Order for such Additional Services, which may be accepted or rejected by the Dealer in writing.

- 5.3. Such Additional Services will be provided on a time and materials basis at the Dealer's published rates unless other rates are expressly agreed in writing between Dealer and Customer in the relevant scope of work.
- 5.4. Such Additional Services will be expressly subject to the Dealer's terms and conditions for the sale of goods and services (excluding rental) available at <https://www.westrac.com.au/terms> unless the Dealer and Customer have entered into separate terms governing the supply of Additional Services which are referenced in the relevant scope of work or purchase order.

6. Fees and Charges

- 6.1. The Subscription Fees are in AUD and indicative only. Subject to clause 6.2, the Subscription Fees are payable by Customer to Dealer quarterly in advance of the following dates (**Quarterly Dates**):
- i) 1 January;
 - ii) 1 April;
 - iii) 1 July; and
 - iv) 1 October.
- 6.2. The first quarterly invoice for the Initial Term will be pro-rated and payable prior to the Start Date. Any Subscription Fee in Schedule 1 specified as being "OTO" is one time only and is only payable once per Asset or Site.
- 6.3. Before each Quarterly Date, the Dealer will issue an updated quote recalculating the Subscription Fees (**Updated Quote**) based on the lowest AUD/USD Reserve Bank of Australia foreign exchange conversion factor within the six (6) months preceding the date of the Updated Quote as well as any pricing adjustments in accordance with clause 7.
- 6.4. Dealer may add Subscription Fees for additional Software or Assets requested by the Customer to the Updated Quote or may quote the Subscription Fees for the additional Software or Assets in a separate Updated Quote.
- 6.5. The Customer must issue a purchase order to Dealer in the amount of the Updated Quote not less than 21 days prior to the relevant Quarterly Date, following which the Dealer will issue Customer with an invoice in the amount of the Updated Quote. The invoice is payable by Customer to Dealer prior to the relevant Quarterly Date.
- 6.6. In the case of Subscription Fees payable for the Technician Toolbox Software licensed under the Agreement ("**Technician Toolbox**"), the Dealer may review the actual number of Subscriptions activated by the Customer on a quarterly basis. Where the actual number of subscriptions activated by the Customer in the previous quarter exceeds the number of Subscriptions set out in the Updated Quote, the Dealer may, without limitation, issue an additional invoice to the Customer.
- 6.7. The Customer shall pay the Dealer amounts for Additional Services (including any hardware) in accordance with the terms referenced in clause 5.4.
- 6.8. Where the Customer adds Subscriptions or Assets in accordance with clause 4.2 between Quarterly Dates, the Dealer will invoice the Customer for the additional Subscription(s) from the relevant Start Date for those additional Subscriptions specified in the relevant Updated Quote, until the first Quarterly Date to occur following that Start Date.

7. Subscription Fee Adjustment

- 7.1. If Caterpillar increases its Subscription pricing for the Software, the Dealer will apply a price increase to the Subscription Fees in accordance with the percentage movement in the Caterpillar Subscription price from the date of that increase.

7.2. Dealer may issue a further invoice to the Customer for any increase in the Subscription Fee where the quarterly fees for the relevant Subscription have already been invoiced to the Customer prior to the increase in Subscription Fees taking effect.

8. Termination

8.1. The Subscription(s) the subject of the Agreement are terminable by Dealer immediately in whole or in part if:

- i) the Customer is or becomes Insolvent; or
- ii) the Customer no longer has a valid license for the use of the Software; or
- iii) the Customer materially breaches the Agreement and does not rectify the breach within fourteen (14) days of being notified of it.

8.2. On termination or expiration, Customer shall not be entitled to a refund of any Subscription Fees.

ANNEXURE: MINESTAR SUPPORT AGREEMENT

[Click here](https://www.caterpillar.com/en/legal-notices/minestar-software-end-user-agreement.html) to view Software End User Agreement and Acceptable Use Policy
<https://www.caterpillar.com/en/legal-notices/minestar-software-end-user-agreement.html>

LAST UPDATED: MAY 1, 2022

MineStar Support Agreement

Basic Support Services included with Software Subscription – (“Bronze Support”)

Provided Customer is in compliance with the Version Requirement, as defined in 6.iii, and current with all Subscription Fees payable for the Software subscription, Caterpillar (either itself or through a Dealer) will provide Customer with the following basic support and maintenance services for the Software, excluding Health Equipment Insights, Technician Toolbox, VIMS Converter and MineStar Command for hauling.

Health Equipment Insights, Technician Toolbox, and VIMS Converter are supported by the Cat Digital Support team which can be contacted at CatDigitalSupport@cat.com or for China CatDigitalSupportCN@cat.com. MineStar Command for hauling is supported by an alternative MineStar Command for hauling Bronze Subscriptions.

1. The following terms have the following meanings in this MineStar Support Agreement:

- i. **“Hardware”** means the Caterpillar hardware for use in connection with the MineStar Software including both on-board and office hardware.
- ii. **“Incident”** means a replicable issue that effects the Software operational functionality or the hardware (including firmware) on which such Software is delivered to the extent that it does not materially perform in accordance with the Software Documentation.
- iii. **“Non-System Defect”** means an Incident that has been determined not to be caused by a defect in the Software or the Hardware on which such Software is delivered.
- iv. **“Optional Features”** means additional Software add-ons available for license at an additional cost that may be purchased by Customer if and as available that are not required to operate the base Software. Optional Features may require the purchase of additional Hardware.
- v. **“Registered Assets”** means the hardware, devices, machines or equipment (and if applicable, their telematics systems) owned, leased or otherwise controlled by you may be enrolled in your name under a Subscription (such registered hardware, devices, machines or equipment, and if applicable, their telematics systems, in accordance with the policies and procedures made available by Caterpillar during the term.
- vi. **“Site”** means Software may only be used or installed for the number of users, seats, or Registered Assets as set forth in the Subscription Purchase Agreement and at the Customer location(s) for which the Software is licensed.
- vii. **“Software”** means access to or use of any software and any related mobile applications, software downloads, support services, implementation services, and APIs, together with all content and data to the extent made available through any of the foregoing.
- viii. **“Software Documentation”** means Caterpillar’s published user documentation for the Software located in or accompanying the Software (or at such other location as designated by Caterpillar from time to time).
- ix. **“Subscription”** means a term-based right to access and use the Software.
- x. **“Subscription Fee”** means the annual subscription fees due from the Customer for all MineStar Software at the Site to maintain the access and use right of the MineStar Software to operate the MineStar system on the Site.
- xi. **“System Defect”** means an Incident that has been determined to be caused by a defect in the Software or the Hardware on which such Software is delivered.
- xii. **“Updates”** means subsequent, bug fixes, repairs or releases to the Software as provided or made available by Caterpillar to all its Software licensees entitled to receive maintenance services, under a Subscription or otherwise, at no additional license fees or labor fees, which is generally denoted by any change to the numbers to the right of the second decimal (E.g., 2.2.x). Updates do not include Upgrades.
- xiii. **“Upgrades”** means a subsequent release of the Software with enhancements, added functionality or new features. Software Upgrades may be provided or made available by Caterpillar to all its

Software licensees as a benefit under the Subscription, at no additional license fees. Caterpillar will provide labor for installation and deployment for an additional fee. Upgrades are generally denoted by any change to the numbers immediately to the left or right of the decimal (E.g. x.2 or 2.x). Upgrades do not include new autonomy products or Software that are materially different from the Software licensed in the Subscription.

2. The Bronze Support which consists of the following and is included in the price of the Software Subscription:

- i. Access to a help desk 24X7X365
- ii. Restore operational functionality for System Defects
- iii. Incident management for P1 through P4 Incidents
- iv. Up to (ten) 10 hours per month of technical support per Site for Non-System Defects (“**Complimentary Hours**”), or for Sites with an optional onsite full-time field product support engineer there will be no additional charge for Non-System Defect support (“**On-site Non-System Defect Support**”)
- v. Software Updates and Upgrades, along with advanced notice of upcoming Software Updates and Upgrades.
- vi. Notice of upcoming hardware obsolescence issues six (6) months in advance where commercially feasible
- vii. Annual product development roadmap updates upon request, if available
- viii. Annual Software user and operator online assessments for Customer to evaluate its users and operators, if available.
- ix. Safety incident technical reporting for Command operations.
- x. Only if Software consists of MineStar Driver Safety System (“DSS”), 24X7X365 Monitoring Services (as defined below) through Caterpillar’s Fleet Monitoring Center as set forth below.

Complimentary Hours do not roll over from month-to-month. Unused Complimentary Hours in any month expire at the end of the calendar month.

3. Support process.

- i. Customer will have access to the help desk for inquiries and Incidents, which may be reached via Caterpillar’s then-current web-based customer support tools. This is currently available via the Technology Solution Center (“**TSC**”) available at Customertsc.cat.com or by contacting International number - +1-309-266-4034 (North America– 1-800-480-9830 or 1-309-266-4033, Australia – 1-800-028-364, Peru - +51-31-2122-7702).
- ii. Customer must report any Incident promptly to Caterpillar in order to obtain the contemplated Software support services.
- iii. Caterpillar will provide suitably qualified technical resources to answer questions, determine whether an Incident is a System Defect and validate the Incident impact priority upon receipt of the Incident from Customer. Any nonconformance that is not replicable by Caterpillar will not be further investigated or addressed by Caterpillar assuming operational functionality has been substantially restored.
- iv. Caterpillar will address Incidents according to the validated Incident impact priority level (P1 – P4) as set forth below.
- v. For Customers without the optional On-site Non-System Defect Support, Caterpillar will notify the Customer and suspend work on Non-System Defects once an Incident has been determined to be a Non-System Defect to allow Customer to determine if they want to contact their Dealer for Non-System Defect support or use any available Complimentary Hours.
- vi. Caterpillar will provide personnel to analyze, triage and restore operational functionality for System Defects with a goal of resolving such System Defects within the service level targets set forth below.
- vii. Caterpillar will provide remote technical support to the Customer with personnel possessing requisite technical engineering skills and knowledge of the Software.
- viii. Caterpillar may assign Caterpillar or Dealer personnel, which may include, if applicable, an onsite full-time field product support engineer, to address the issue onsite based on the nature of the Incident.
- ix. Caterpillar will provide System Defect progress/status updates as reasonably requested by Customer.
- x. In the event Caterpillar is unable to implement a permanent corrective action (“**PCA**”), Caterpillar may implement an interim corrective action (“**ICA**”) to restore operational functionality while working to create a PCA that may be implemented in the future Updates or Upgrades.

- xii. Caterpillar will report and track System Defects requiring longer term PCA development within the continuous product improvement process (“CPI”).
 - xiii. Caterpillar will report basic service level metrics monthly to the Customer if and as reasonably requested by Customer.
4. Caterpillar will supply Updates, Upgrades, and Software release notes to the Customer (or notification to the Customer of an appropriate download location) once the Software Update or Upgrade is generally released or made available. Optional Features and new autonomy products that are materially different from the Software licensed in the Subscription are only available at an additional cost and may be subject to additional terms. Any installation or implementation of any Upgrade is outside of Software support and must be the subject of a separate services engagement between the Customer and either the Dealer or Caterpillar.
5. Customer Obligations. Caterpillar’s obligations under this MineStar Support Agreement are dependent in full on Customer’s compliance with the below. Caterpillar has no obligations under this MineStar Support Agreement in the event Customer does not meet the below obligations.
 - i. Customer must affirmatively communicate any Software Incidents promptly to Caterpillar.
 - ii. Customer must provide all relevant available information and assist Caterpillar in identifying the Incident.
 - iii. Customer must allow Caterpillar or Dealer personnel onsite to address an Incident or deliver an Update or Upgrade at a time mutually agreed and work collaboratively with Caterpillar (and/or any Dealer) to schedule the same.
 - iv. Customer must provide all personnel, materials and space for any System Defect or other Incident resolution as reasonably required by Caterpillar.
 - v. Customer must participate in any RCA and provide any available personnel and resources reasonably required by Caterpillar.
 - vi. Customer must utilize Software that is compliant with the Version Requirement. Otherwise the additional Non-Current Version Fee as set forth in Section 6.iv. below will apply.
 - vii. Customer must respond to Caterpillar’s requests to update any Software to meet the Version Requirement and complete such updates within sixty (60) days of receiving such notification.
 - viii. Customer must provide a primary point of contact by name per Site for all support and maintenance services for Software and follow reasonable instructions given by Caterpillar (directly or indirectly through a Dealer authorized to provide such instructions).
 - ix. Customer must provide any remote access to the Software as reasonably requested by Caterpillar (itself or through any Dealer) for Caterpillar to provide Software services. Such remote access will be via Customer’s nominated tools and will require a public internet connection. Customer is responsible for ensuring Caterpillar (or the Dealer) has access to such tools.
 - x. For any Software that allows for autonomous or semi-autonomous capability, Customer must (i) separately engage with FTP Solutions to obtain their communication network stability monitoring system software (“**FTP Software**”) for use by the Customer, Caterpillar and the Dealer, or (ii) allow Caterpillar (itself or through a Dealer) to install the FTP Software for use by Caterpillar and the Dealer. If Customer selects option (ii) above, the Customer hereby acknowledges and agrees that they will not be a beneficiary of the FTP Software, including the communication network troubleshooting features, and Caterpillar will not and cannot provide information based on the FTP Software to the Customer on how to resolve communication network failures.
 - xi. Design, install and maintain the communication and IT infrastructure to efficiently run the system
 - xii. Pay for Caterpillar or Dealer labor to install an Upgrade if the Customer requests installation.
6. Limitations and Exclusions.

- i. Software support does not include support or assistance for Non-System Defects in excess of the Complimentary Hours. Caterpillar may invoice Customer for Caterpillar's time and materials expended in determining the Incident was the result of a Non-System Defect for any hours in excess of the Complimentary Hours. Once an Incident is determined to be a Non-System Defect, Customer may elect to contact their Dealer for additional support service options or, upon request, Caterpillar will continue to provide services to Customer at Caterpillar's then-current hourly rate to be invoiced and charged to Customer on a time and materials basis for any full hours in excess of the Complimentary Hours. Notwithstanding the foregoing, for any P1 or P2 severity level Non-System Defect where Caterpillar cannot contact the Customer, Caterpillar may in its sole discretion continue to provide services to Customer at Caterpillar's then-current hourly rate to be invoiced and charged to Customer on a time and materials basis for any hours in excess of the Complimentary Hours. For the sake of clarity, this Section 6.i. does not apply for a Customer with the optional On-site Non-System Defect Support.
- ii. Any Software support requests for Non-System Defects in excess of the Complimentary Hours are not covered under the Software Subscription Fees. Complimentary Hours to not rollover or accumulate. All subsequent additional hours for Non-System Defects will be charged at Caterpillar's then-current hourly rate on a time and materials basis. For the sake of clarity, this Section 6.ii. does not apply for a Customer with the optional On-site Non-System Defect Support.
- iii. Customer is obligated to maintain the MineStar Software at the then-current release version or at least within two prior versions (i.e., n-2) ("**Version Requirement**"). Caterpillar will provide Software support and maintenance only if one of the following requirements is met: (i) Customer meets the Version Requirement; (ii) Customer has issued a purchase order for new Software or hardware to become compliant with the Version Requirement and Caterpillar has not been able to provide said Software or hardware; (iii) less than sixty (60) days have passed since the release of the current version of the Software and the current version release caused the Customer to be non-compliant with the Version Requirement; or (iv) Customer pays the Non-Current Version Fee, as defined in Section 6.iv. below and Caterpillar has the capability of providing the Software support. The service level targets outlined in Section 8 below do not apply to any support where Customer does not meet the Version Requirement.
- iv. In the event Customer must pay the Non – Current Version Fee to maintain the right to use the MineStar Software and receive MineStar Software support, Caterpillar (or the Dealer at Caterpillar's direction) will charge Customer an additional fee equal to the then-current Subscription Fee (the "**Non-Current Version Fee**"). For the sake of clarity, the Customer will pay an additional one hundred percent (100%) for the Non-Current Version Fee if they are non-compliant with the Version Requirement. Following Notice to Customer and a thirty (30) day opportunity to cure, Caterpillar may suspend Customer's access to or use for the Software for Customer's failure to pay the Non-Current Version Fee.
- v. Software support under this MineStar Support Agreement also does not apply to, and Caterpillar has no obligation under this MineStar Support Agreement for:
 - a. An Incident, that despite reasonable efforts by Caterpillar Support personnel cannot be reproduced, replicated or otherwise identified.
 - b. Any Software in Customer's user acceptance testing ("UAT"), simulation testing, or similar testing environments ("**Test Environments**"). The Customer is responsible for building and maintaining their Test Environment. Caterpillar will provide support for the Test Environment for an additional fee on a as needed basis.
 - c. Repairs or service for any Hardware or Registered Assets used in connection with the Software. Caterpillar's then-current standard warranty policy will apply if applicable.
 - d. Support for Customer's technical infrastructure including but not limited to servers and wireless communication networks or any third-party software/services or any third-party systems or other hardware, software or systems not provided by Caterpillar.
 - e. Incidents resulting from errors or failures in Registered Assets.
 - f. Incidents resulting from communications network hardware, software, or system changes or resulting from Customer's failure to maintain the system requirements as set forth in the Software Documentation.
 - g. Oracle to SQL server changes, server and client operating system changes and upgrades.
 - h. Database migrations, changes or upgrades.
 - i. Implementation or installation services for Software or any Upgrade.
 - j. Customer operating system changes or upgrades, including without limitation encryption, back up, disaster recovery, or firewall configuration changes.
 - k. Travel to the Site or any other location to support Non-System Defects.

- vi. In the event Customer requests any services that are otherwise excluded as set forth above and Caterpillar agrees to provide such service, Caterpillar will issue a quote, including travel, to provide such services at Caterpillar's then-current rates. In the event Customer does not issue a written purchase order within seven (7) days, Caterpillar has no obligation to provide the same.
 - vii. Caterpillar has no obligation to deliver any Updates, Upgrades, or Optional Features that may be subject to a new Software End User Agreement as contemplated by the Agreement unless and until Customer has executed such new end user license agreement.
 - viii. Caterpillar has no obligation to provide any permanent or temporary co-located staff or personnel at any Site. Any such services must be the subject of a separate written agreement.
7. DSS Monitoring Services. Only if the Software purchased is DSS, the following services ("Monitoring Services") are included with Bronze Level support:
- i. Caterpillar will maintain an off-site monitoring center staffed on a 24x7x365 basis staffed by safety advisors who review event files sent from DSS. A minimum of two (2) advisors will be on duty at any one time. The advisors will synthesize and interpret event data and provide communications to the Site where a verified fatigue event has potentially occurred. Without limiting the foregoing, the advisors will:
 - a. Sub classify the event
 - b. Target two (2) minute turnaround time for verified fatigue events that activate site contact according to the Site's fatigue intervention plan as made available to Caterpillar in writing. CONDITIONS MAY OCCUR WHICH IMPACT THE TWO (2) MINUTE RESPONSE TIME. These conditions include, but are not limited to the below:
 - 1. GPS not functioning on DSS Hardware
 - 2. Live monitoring has not been initiated
 - 3. Caterpillar server updates
 - 4. Client software updates
 - 5. Identified Software updates
 - 6. Caterpillar on site emergency
 - 7. Registered Assets not marked as "monitored" within DSS
 - 8. Registered Assets not allocated to the appropriate site within DSS
 - 9. DSS Hardware network connectivity
 - ii. The following Caterpillar reporting services are included:
 - a. Configure automated daily event summary reports according to the Customer Requirements Document ("**CRD**") provided in writing to Caterpillar;
 - b. Configure automated weekly reports per site according to the CRD;
 - c. Reporting DSS Hardware diagnostics including cameras not detected, camera misalignments, GPS not detected, and infrared emitters not active; and
 - d. Limited video data extraction services as described in Section 1.12 of the Software End User Agreement.

8. System Defect Priority Classifications.

The following tables define 1) the severity level of a System Defect and 2) the System Defect priority classifications and the associated service level targets for the support included with the Software.

Incident Impact Definition

Impact defines the affect on business operations at the time the incident is identified

IMPACT	DESCRIPTION	EXPLANATION	Examples (not inclusive)
Site Production Down	Site production or other critical system(s) are DOWN	<ul style="list-style-type: none"> Operations have been halted or severely disrupted The network has incurred a substantial loss of service All or a substantial portion of MineStar is at a significant risk of loss or corruption A temporary workaround may be available 	<ul style="list-style-type: none"> Cat MineStar stopped sending and receiving communications and then would not restart When updating survey, system failed to snap to new survey provided Inability to communicate with a machine (loss of heartbeat)
Site Production Severely Impaired	Site production or other critical system(s) are severely impaired .	<ul style="list-style-type: none"> Operations can continue in a restricted fashion, although long-term productivity may be adversely affected A major milestone or contractual obligation is at risk. A temporary workaround may be available 	<ul style="list-style-type: none"> Operational reports not running as expected, impacting production Recurring System Fault stopping machine Unable to create dynamic plan Incorrect or missing assignments Production recording fails to record cycles
Site Production Moderately Impaired	Site production or other critical system(s) are operational but moderately impaired .	<ul style="list-style-type: none"> Impairment or loss of one or more expected functions, but critical operations can continue A temporary workaround is available 	<ul style="list-style-type: none"> Operational reports not running as expected Trucks occasionally fail to get an automatic assignment Site Monitor no longer refreshed the location of the truck icon and its permissions but Autonomy Status Page showed the correct information Dump plan editor changing viewpoints when adding dump points. Loose connectors creating loss of heartbeat Production recording recording incomplete cycles
Site Production Can Continue Without Interruption	Minor system(s) issue but production can continue without interruption .	<ul style="list-style-type: none"> Service requests and general usage questions System enhancement requests Administrative support or customer care requests 	<ul style="list-style-type: none"> Display sporadically flickers. Request to understand how to send a new configuration to a machine. User needs assistance cleaning or organizing files on the Fleet server.

Incident Prioritization Matrix with Service Level Targets

IMPACT (defines the effect on business operations)	PRIORITY	METHOD	SERVICE HOURS	INITIAL RESPONSE*	RESTORE*	RESOLVE (not NPI / CPI)*
Site production or other critical system(s) are DOWN .	P1	Phone	24/7/365	15 minutes	4 hours	14 days
Site production or other critical system(s) are operational but Severely Impaired .	P2	Phone	24/7/365	30 minutes	12 hours	30 days
Site production or other critical system(s) are operational but Moderately Impaired .	P3	Phone or TSC Case	24/5 excluding holidays	24 hours	5 days	45 days
Minor system(s) issue but Production can Continue without Interruption .	P4	Phone or TSC Case	8/5 excluding holidays	48 hours	10 days	60 days

* Targets are estimates only and actual response times may vary as a result of specific circumstances. This document does not create any legal obligations on behalf of Caterpillar or its dealers or rights for any end user.

Service Level Agreement (SLA)	Description & Calculation
CAT - Incident Response Time	CAT - Response Time Achieved - Time from which CAT or CAT Dealer receives Incident ticket and begins actively working on the case. The purpose of this metric is to track the level of service provided to our customers by evaluating the percentage of Incidents that meet the Response Time defined by our service level targets. Incident Response Time is calculated in hours by identifying the duration between incident notification and first response. Calculation is as follows: INCIDENT FIRST RESPONSE Date/Time minus Ticket Creation Date/Time.
CAT - Incident Restoration of Services Time	CAT - Incident Restore - Time taken for CAT or CAT Dealer to investigate and provide an ICA, and move case to pending RCA. Time is calculated in hours by identifying the duration between ticket creation and incident restoration and excludes any time a case's substatus is open with customer, awaiting 3rd party response, awaiting access to machine and awaiting change. Calculation is as follows: (INCIDENT RESTORED Date/Time minus Ticket Creation Date/Time) minus Accumulated Duration: Customer minus Accumulated Duration: 3rd Party minus Accumulated Duration: Access to Machine minus Accumulated Duration: Awaiting Change.
CAT - Resolve (Not NPI, CPI, CER)	CAT - Resolved Time Achieved (non CPI/NPI/CER) - Time taken from Defect being eliminated by CAT or CAT Dealer provided solution (e.g. installation of a patch, configuration, or containment) and Problem Resolved. The purpose of this metric is to track the level of service provided to our customers by evaluating the percentage of Incidents that meet the Resolution Time. Resolve Time is calculated in hours by identifying the duration between ticket creation and case resolution and excludes any time a case's substatus is open with customer, awaiting 3rd party response, awaiting access to machine, awaiting change, or the status is pending customer validation or pending change. Calculation is as follows: (INCIDENT RESOLVED Date/Time minus Ticket Creation Date/Time) minus Accumulated Duration: Customer minus Accumulated Duration: 3rd Party minus Accumulated Duration: Access to Machine minus Accumulated Duration: Awaiting Change minus Accumulated Duration: Pending Customer Validation minus Accumulated Duration: Pending Change.