

Spectades HxGN EAM Cloud

Offboarding Policy

Defined terms not explicitly defined herein shall be as defined in the Spectades HxGN EAM Cloud Services Agreement.

1. Customer Offboarding Overview

There are two (2) service options available for offboarding: “Standard Offboarding” or “Paid Offboarding.” Unless notice is provided in line with the Paid Offboarding terms below, the Standard Offboarding shall be deemed to be selected by Customer. Hexagon recommends the Paid Offboarding service as the best practice to ensure the smoothest service wind-down and transition.

As used in this policy, the “Offboard Date” is the date at which the Customer Environment is “offboarded” and is no longer available for Customer’s use. The Offboard Date shall be the last day of the Subscription Term or, if the Customer and Spectades mutually agreed to a date, such agreed date. Until the Offboard Date, all regular Cloud Services Fees shall be accrued and due.

Unless otherwise expressly requested and agreed to by Spectades, the Customer Data within the Customer Environment to be exported and provided to Customer through the offboarding services shall include and be limited to the following (collectively, “Customer Offboard Data”):

- For products that support database portability, an export of all production Customer Environment database
- Export of data in an industry-standard format; format provided contingent on the format supported by the specific Spectades Software Products in the Customer Environment being offboarded;
- Creation of data export and backup manifest.

Data in Non-Production Customer Environments shall not be included unless expressly requested by Customer and agreed to by Spectades; offboarding of Non-Production data is subject an additional fee.

2. Offboarding Initiation

In order to initiate the Paid Offboarding process, the Customer’s contract owner, principal business contact and/or the principal technical contact must inform Spectades **in writing** that the Customer Environment is no longer required and should be decommissioned according to the Paid Offboarding procedure. Such offboard request must be submitted at least five (15) business days prior to the applicable Production Customer Environment’s Subscription Term end date.

The Offboarding form (see Section 5 of this document) must be completed by the Customer, specifying the final date of operation, and sent to Spectades’s Account management team for review and, if Paid Offboarding, acceptance. This form must be completed for **each** Customer Environment that the Customer wishes to offboard.

Unless notice is given to Spectades above, Spectades shall perform the Standard Offboarding Service as described below. Notice of when Customer Data is available for download will be sent by Spectades to, unless another is designed in MySpectades, the Authorized User with the highest designation in MySpectades. Spectades shall send a follow up notice to the notices contact in the Agreement.

Lack of response or Customer's failure to follow the Offboarding Policy will not affect Spectades' following of this policy including the deletion of the Customer Data after the thirty (30) day download period. Spectades shall not be liable for any damages due to Customer's failure to follow the Offboarding Policy or respond to Hexagon.

3. Standard Offboarding Service

Fees. The Standard Offboarding service fee is included in the standard Cloud Service Subscription Fees.

Description. The Standard Offboarding service will include and be limited to the following process and features:

- Export of the Customer Offboard Data before service term expiration;
- Transfer of data exports and backups to a secure Cloud location accessible by the Customer. Credentials to the download location will be provided to the to the Customer Offboard point of contact (unless otherwise instructed in writing, shall be the Authorized User who submitted the offboard request) within ten (10) business days after the Offboard Date;
- The Customer Offboard Data will be made available to Customer for thirty (30) day calendar days from the date the credentials to the download location are provided to the Customer ("Download Period"). It is the Customer's responsibility to check the integrity and veracity of the Customer Data prior to the expiration of the Download Period;
- After the Download Period, the Customer Offboard Data will be permanently deleted. After this permanent deletion, the Customer Offboard Data will not be capable of being retrieved; and
- Prompt physical decommissioning of the infrastructure for the Customer. After the physical decommission, it is not possible for the Customer Environment to be recovered.

4. Paid Offboarding Process

Fees. An additional quoted one-time fee shall be incurred for each Customer Environment offboarded under the Paid Offboarding service. Such fee shall constitute and be invoiced as a Cloud Optional Service.

Description. If Customer does not provide the offboarding request in the time period required for Standard Offboarding or if the Customer requires Spectades to maintain the Customer Environment after the last day of the current Subscription Term, the service shall constitute Paid Offboarding and be subject to the additional service fees. The Optional Offboarding service process and features will include and be limited to the following:

- The Standard Offboarding service features and process; **PLUS**
- Retention of the Customer Environment for thirty-one (31) days after the Offboarding Date. Beginning on the Offboard Date, the Customer Environment shall be in "shutdown mode" and shall not be accessible during the thirty-one (31) day retention duration EXCEPT FOR critical circumstances (e.g. access required for legal audit or specific task example configuration references required for Customer's on premises setup).

5. Customer Environment Offboarding Form

CUSTOMER ENVIRONMENT OFFBOARDING FORM			
1. CUSTOMER ACCOUNT REFERENCE INFORMATION			
Customer Name:			
Commercial Contact Person:		Telephone No:	
		Email:	
Technical Contact Person:		Telephone No:	
		Email:	
2. CONTRACT INFORMATION			
Cloud Services Agreement Number:			
Customer Environment Name:			
Data Center Locations:			
Customer Environment Type (NonProduction / Production):			
Standard or Paid Offboarding Service (Paid shall incur an additional one-time fee per Customer Environment):			
3. ADDITIONAL OFFBOARDING REQUIREMENTS (EXTRA-COST ITEMS)			
Additional Comments:			