



Service Terms

Version 1, last updated 1 December 2020.

INTRODUCTION

These Service Terms apply with respect to all services provided by Seequent other than those included in the Product Terms by virtue of being implicit in the delivery of a Product. Without limitation, these Service Terms apply to:

- a. consultancy services;
- b. training services (including the provisions of Section B);
- c. project assistance;
- d. implementation services; and
- e. data consolidation, cleansing and cataloguing services.

For the avoidance of doubt, these Service Terms do not apply to:

- a. support or maintenance services provided by Seequent in relation to Products; or
- b. hosting services provided with respect to Products such as Central or VOXI,

both of which are dealt with under the Product Terms.

These Service Terms must be read in conjunction with any applicable Quote or Confirmation and Statement(s) of Work and any policies provided by Seequent to the Customer. These Service Terms, together with any applicable Quote or Confirmation and Statement(s) of Work accepted by the Customer in accordance with their terms, form a binding contract between Seequent and the Customer (the **Contract**).

SECTION A: GENERAL TERMS

1. Definitions:

Background Intellectual Property: Intellectual Property that existed prior to the date of the Contract and Intellectual Property that was developed independently of the Contract.

Business Day: a day (not being a Saturday or Sunday) on which banks are open for general banking business in the country or state (if applicable) where Seequent is domiciled.

Confirmation: any confirmation presented or emailed to a Customer or a Customer's representative as a result of the use of an e-commerce platform or other online process to purchase Services which sets out the Services to be purchased, the applicable Fees and any other relevant terms.

Customer: the entity contracting with Seequent for the provision of Services as identified in a Quote or Confirmation.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, provided by the Customer to Seequent in connection with the Services.

Deliverables: those items identified as such in a Statement of Work or otherwise to be provided by Seequent to the Customer in the course of delivering Services (including any materials, course manuals, e-learning products, question banks, knowledge banks, course notes and other items supporting the Services, whether written or developed by a Seequent Group Entity or its third party suppliers).

Fees: the charges payable by the Customer for the performance and delivery of the Services and Deliverables, as specified in the Quote or Confirmation and Statement of Work.

Intellectual Property: includes patents, utility models, inventions, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and the right to have information kept confidential, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Product: a product developed or distributed by a Seequent or a Seequent Group Entity.

Product Terms: the standard Seequent Product Terms available on the Seequent website.

Quote: a quote, letter, proposal or other document created by Seequent setting out the Services to be provided by Seequent and the agreed price for such Services.

Seequent: the Seequent Group Entity named on the Quote or Confirmation.

Seequent Group: Seequent, any parent company or companies of Seequent, any subsidiaries of Seequent and any subsidiaries of any parent company of Seequent.

Seequent Group Entity: an entity that is part of the Seequent Group.

Service Terms: means these standard service terms.

Services: the work to be undertaken by Seequent for the Customer as described in a Quote or Confirmation and one or more Statements of Work.

Statement of Work: a letter, proposal, or other document provided to the Customer by Seequent in conjunction with or as a supplement to a Quote or Confirmation which provides more specific detail with respect to the Services and Deliverables to be provided by Seequent under the Quote or Confirmation, and the Fees payable and timeframe for completion of the same, together with any other terms specific to the engagement with the Customer.

2. The Services

- 2.1 Seequent will provide the Services and Deliverables to the Customer in accordance with the Contract. Seequent will have no obligation to deliver the Services or the Deliverables until the Quote or Confirmation and Statement of Work have been accepted by the Customer in accordance with their terms, or it has otherwise reached agreement in writing with the Customer.
- 2.2 A Quote will, unless otherwise stated, remain capable of acceptance by the Customer for the period set out in the Quote. If no timeframe is set out in the Quote, the Quote will, unless withdrawn by Seequent, remain capable of acceptance by the Customer for a period of 30 days from the date of the Quote. A Quote may be accepted and the parties may enter into a Contract notwithstanding that the relevant Statement or Statements of Work are to be agreed at a future date.
- 2.3 In entering into a Contract, the Customer authorises Seequent to proceed with all relevant preparations for providing the relevant Services and Deliverables, including but not limited to purchase of materials, and booking travel, accommodation or venues (if required).
- 2.4 Seequent shall provide the Services exercising reasonable skill and care and using suitably skilled, experienced and qualified staff.
- 2.5 Seequent will use reasonable endeavours to ensure that any information or advice provided to the Customer as a result of the delivery of Services is complete and accurate. However, Seequent gives no guarantees, undertakings or warranties in relation to the completeness or accuracy of the information or advice provided, and does not accept any legal liability or responsibility for the completeness or the accuracy of such information or advice or for any loss or damage suffered by the Customer arising directly or indirectly in connection with reliance on or use of such information or advice.

3. Customer's obligations

- 3.1 The Customer will deliver all information and data reasonably requested or required by Seequent for the delivery of the Services in a timely manner and ensure that its staff, contractors and other suppliers cooperate fully with Seequent in the performance of the Contract and do not cause delay in the delivery of the Services.
- 3.2 Seequent shall not be responsible or liable for, or considered to be in breach of its obligations under a Contract by virtue of, any failure or delay in performance of the Services arising from or attributable to the Customer's unreasonable delay or failure to cooperate with Seequent's reasonable instructions or requests. If the Customer fails to cooperate in a timely manner with Seequent's reasonable instructions or requests regarding performance of the Services, Seequent may take reasonable actions to remediate or mitigate the effects of the Customer's non-cooperation or delay, including (without limitation) rescheduling the delivery of any Services, or restricting or denying eligibility to participate in any programme, event or engagement that forms part of the Services.

- 3.3 The Customer will ensure the health and safety of any Seequent employees or contractors delivering Services on the Customer's premises.
- 3.4 The Customer may not, either during the provision of the Services or thereafter for a period of one year, directly or indirectly offer employment or assignments to any of the Seequent Group's employees or contractors or solicit or procure their employment by any other company, organisation or individual with which the Customer is connected.

4. Fees and Expenses

- 4.1 The Fees and any estimates of Fees are based on Seequent's understanding of the Customer's requirements for the Services as communicated by the Customer prior to the preparation of any Quote, Confirmation or Statement of Work and, where appropriate the assumption that any information or datasets provided by the Customer will be complete and error-free. Seequent reserves the right to increase the Fees where necessary to include charges for:
 - a. additional time or work required as a result of any delays caused by an act or omission of the Customer or a failure by the Customer to provide full and accurate information;
 - b. additional time or work (including investigative work) required as a result of any error, omission or uncertainty in any datasets provided by the Customer;
 - c. additional time or work for planning or other meetings requested by the Customer in addition to those allowed for in a Statement of Work; and
 - d. any services or materials requested in writing by the Customer that Seequent agrees in writing to provide and that are in addition to anything specified in a Statement of Work, which shall then become part of the Services and Deliverables and will be subject to the terms of the Contract.
- 4.2 Unless otherwise specified in a Quote, Confirmation or a Statement of Work and subject to clause 4.3, Seequent may charge the Customer for expenses incurred by Seequent in the provision of the Services including:
 - a. travel, accommodation, and subsistence; and
 - b. all goods, services and sub-contracted items referred to in the Statement of Work as being necessary and charged for separately from the Fees.
- 4.3 The Customer shall reimburse all reasonable expenses properly and necessarily incurred by Seequent in the course of providing the Services, subject to production of receipts or other appropriate evidence of payment.

5. Payment and Tax

- 5.1 The Customer will pay all invoices when due, in full without deduction or setoff of any kind and in the agreed currency. Unless otherwise specified on an invoice or otherwise agreed in writing, all invoices are immediately due and payable on the date of issue of the relevant invoice.
- 5.2 The Customer is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Seequent's net income) that are imposed or become due in connection with a Contract. In the event that the Customer becomes liable to deduct or withhold an amount by way of tax or otherwise from payment of the fees due, or if Seequent is required to collect any sales, use or other taxes from the Customer, the Customer will pay such additional amount as will be necessary to ensure that the amount of the fees received by Seequent equals the amount that would otherwise have been received in the absence of such deduction, withholding tax or duty.
- 5.3 Seequent will issue invoices in accordance with the terms stated in the Statement of Work, Quote or Confirmation. If no invoice dates are agreed in the Quote, Confirmation or Statement of Work, Seequent will invoice for Services prior to delivery of the relevant Services.
- 5.4 If the delivery of Services is delayed by any act or omission of the Customer or upon the Customer's request, Seequent reserves the right to submit interim invoices for Services already delivered.
- 5.5 Seequent may charge interest on overdue amounts. If the Customer fails to pay any Fees on time, Seequent reserves the right, in addition to taking any other action at law or equity, to charge interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery. Interest will be calculated from the due date to the date of payment (both

inclusive).

- 5.6 Where these Service Terms are governed by the laws of Brazil, Seequent may charge a fine and interest on overdue amounts. If the Customer fails to pay any Fees on time, Seequent reserves the right, in addition to taking any other action at law or equity, to charge a fine of 2% plus interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is highest, and to charge all expenses of recovery. Interest will be calculated from the due date to the date of payment (both inclusive).

6. Intellectual Property

- 6.1 Unless otherwise agreed in writing, Background Intellectual Property (including any modification, enhancement or derivative work of such Intellectual Property) remains the property of the current owner, regardless of its use in the Services.
- 6.2 In relation to the Deliverables:
- a. unless otherwise agreed by the parties in writing, Seequent and its licensors (where applicable) shall retain ownership of all Intellectual Property subsisting in the Deliverables, excluding any Customer Materials;
 - b. Seequent grants the Customer, or shall procure for the Customer, a worldwide, non-exclusive, non-transferable, royalty-free licence to use the Deliverables for the sole purpose of receiving and using the Services; and
 - c. the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2b without the express written approval of Seequent.
- 6.3 In relation to the Customer Materials, the Customer:
- a. and its licensors (where applicable) shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
 - b. grants to, or shall procure for, the Seequent Group a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Customer Materials for the purpose of providing the Services and Deliverables to the Customer.
- 6.4 For the avoidance of doubt, nothing in these Service Terms grants any right in any software (including the right to use, copy or modify) owned or used by the Seequent Group in the provision of the Services.
- 6.5 To the extent not owned by Seequent, the Customer grants the Seequent Group a royalty-free, irrevocable and perpetual licence to use any know how, techniques, ideas, methodologies, and similar Intellectual Property used by Seequent in the provision of the Services.

7. Sub-contractors

- 7.1 Seequent shall be entitled, in its absolute discretion, to appoint sub-contractors to provide all or part of the Services.
- 7.2 If the Customer nominates sub-contractors to work with Seequent in the provision of the Services, the Customer shall be responsible for such nominated sub-contractors. Seequent reserves the right to withdraw co-operation from any nominated sub-contractors if the performance or actions of such persons or organisations prevents Seequent fulfilling its obligations under the Contract.

8. Confidentiality

- 8.1 Both during and after the provision of the Services, both parties shall keep confidential any information of the other party that it obtained in connection with the provision or receipt of the Services and that is clearly designated as 'confidential' or that is by its nature confidential. Neither party shall use such information except in connection with the Services nor disclose it to any third party without the prior written consent of the other party.
- 8.2 The provisions of this clause 8 shall not apply to any information disclosed to a party (**Receiving Party**) that:
- a. is in, or comes into, the public domain (except as a result of a breach of the Contract);
 - b. was already in the possession of the Receiving Party at the time of its receipt from the other party;

- c. is received by the Receiving Party from a third party who was not under a legal obligation of confidentiality with respect to it; or
 - d. is required by law to be disclosed by the Receiving Party.
- 8.3 Except to the extent that a party has ongoing rights to use any confidential information received from the other party, upon request from the other party following the expiry or termination of the Contract, the party in receipt of the confidential information will promptly return or destroy all such information in its possession or control (except for electronic backup data which would be unreasonably impracticable for a party to delete).

9. Data Protection and Privacy

- 9.1 Any personal information received by Seequent will be dealt within accordance with the terms of Seequent Privacy Policy available on the Seequent website.

10. Term and termination

- 10.1 The Contract will commence on the date the Customer accepts the Quote or receives the Confirmation and shall continue in full force and effect until the Services have been completed, subject to earlier termination pursuant to clauses 10.2 and 10.3 and 14.
- 10.2 Either party may terminate the Contract immediately by notice in writing to the other party if the other party:
- a. is in irremediable breach of its material obligations or, in the case of a remediable breach, such breach has not been remedied within 14 days of receipt by the breaching party of a notice from the other party specifying the breach and requiring its remedy; or
 - b. enters into voluntary or compulsory liquidation, or compounds with or convenes a meeting of its creditors, or has a receiver or manager or an administrator appointed over any part of its assets, or ceases for any reason to carry on business, or takes or suffers any analogous action which is likely to result in an inability to pay its debts.
- 10.3 Seequent may terminate the Contract at any time if the Customer attempts to materially alter the scope or definition of the Services without Seequent's prior written agreement.
- 10.4 On termination or cancellation of a Contract other than by the Customer in accordance with clause 10.2, the Customer shall pay for all Services delivered and all expenses incurred or accrued by Seequent as at the date of termination or cancellation irrespective of any payment provisions specified in the Contract.
- 10.5 On termination and subject to clause 8.3, each party shall immediately return to the other party all property of the other party in its custody, possession or control.
- 10.6 Any provisions of the Contract which by their nature survive termination or expiry and (to the extent not already included) clauses 4, 5, 6, 8, 10, 12, 14, and 15 shall survive expiry or termination of the Contract howsoever caused and shall remain thereafter in full force and effect after termination or expiry.

11. Warranties

- 11.1 Any condition, representation or warranty that might otherwise be implied or incorporated within these Service Terms by reason of statute or common law or otherwise is, to the extent permitted by law, hereby expressly excluded.

12. Liability

- 12.1 In the event of damage to tangible physical property arising as a direct result of the negligence of Seequent employees or sub-contractors while providing the Services, Seequent's liability shall be limited to a maximum of USD\$10,000 per claim or series of related claims.
- 12.2 Nothing in these Service Terms shall exclude or limit either party's liability for death or personal injury, or fraud or wilful misconduct, or any liability that cannot be excluded by law.
- 12.3 Subject to clauses 12.1, 12.2, and 12.4, Seequent's total liability arising under or as a result of the provision of the Services whether in contract, tort, breach of statutory duty or otherwise is limited to the fees actually paid by the Customer to Seequent for such Services.

12.4 Seequent will not be liable for any indirect or consequential loss, loss of business, profit, revenue, data or goodwill, nor for lost or wasted management time or employee time of the Customer.

13. Waiver

13.1 No delay, neglect or forbearance by either party in enforcing any provision of the Statement of Work or these Service Terms shall be deemed to be a waiver or in any way prejudice any rights of that party.

14. Force Majeure

14.1 Seequent shall not be responsible or liable for, nor considered to be in breach of its obligations under a Contract, for any failure or delay in performance of the Services arising from or attributable to any force majeure, which shall include (but not be limited to) events that are unpredictable, unforeseeable, or irresistible, such as any severe weather, earthquake, fire, epidemic, pandemic, acts of terrorism, biological warfare, outbreak of military or civil hostilities, explosions, strikes, sabotage, governmental interference or decree, interruption of service due to telecom carriers, internet service provider issues, power supply issues, or other technology issues.

15. Independent Contractors

15.1 The parties shall be independent contractors in their performance under the Contract, and nothing contained herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

16. Notices

16.1 Any notice required to be given under a Contract shall be in writing and shall be delivered by hand or sent by post to the other party at its address set out in the Quote or Confirmation, or such other address as may have been notified by that party for such purposes, or sent by email to the CEO or COO of the other party. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours in the jurisdiction where the notice is received, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received when transmitted provided that no automatic notification of failed delivery is received.

17. Assignment

17.1 The Customer may not assign, subcontract or transfer any right or obligations under the Contract without the prior written approval of Seequent.

18. Disputes Resolution

18.1 Before taking any court action, a party must use their best efforts to resolve any dispute under, or in connection with, the Contract through good faith negotiations.

18.2 If the parties are unable to resolve a dispute through good faith negotiations, either party may refer the dispute to mediation. Unless otherwise agreed between the parties, the mediator shall be nominated by:

- a. the President (or equivalent) of the law society (or equivalent) in the jurisdiction or state (as appropriate) where Seequent is domiciled (or their nominee), or
- b. where these Service Terms are governed by the laws of Brazil, nominated by the President (or their nominee) of CAMARB - Câmara de Mediação e Arbitragem Empresarial.

To initiate mediation, a party must serve notice in writing to the other party requesting a mediation (**mediation notice**). The mediation will start not later than 10 days after the date of the mediation notice. Unless otherwise agreed in writing, the mediation shall take place in the city or town of Seequent's registered address.

18.3 Where these Service Terms are governed by the law of Colorado, if the parties are unable to resolve the dispute through mediation, the dispute shall then be resolved through arbitration. Arbitration shall be held in Denver, Colorado (the **Arbitration Location**). Each party submits and irrevocably waives any objection to in personam jurisdiction in the Arbitration Location and the forum and convenience of the state and federal courts thereof. Except in cases in which Seequent has the right, but not the obligation, to seek injunctive relief, any controversy, claim, or dispute arising under or related to the Contract shall be finally resolved by arbitration in accordance with the then-effective rules of the American Arbitration Association

(AAA); provided, however, that there is no requirement that the arbitration proceed through or under the auspices of the AAA. Such arbitration shall take place in the Arbitration Location. Judgment upon the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The foregoing shall not restrict nor prevent Seequent from seeking injunctive relief in any court of competent jurisdiction.

18.4 Where these Service Terms are governed by the laws of Brazil, any dispute arising out of or in connection with the Contract as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of the Contract will be governed by Brazilian law, submitted to the jurisdiction of Belo Horizonte, Minas Gerais, and will be conducted in Portuguese.

19. Governing law and jurisdiction

19.1 These Service Terms, and any disputes arising out of in connection with the provision of the Services under these Service Terms, will be governed exclusively by the laws of the country or state (as appropriate) where Seequent is domiciled without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

19.2 Subject to clauses 18.3 and 18.4, the courts located in the applicable venue will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Contract or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts.

20. Entire agreement

20.1 The Contract constitutes the entire agreement between Seequent and the Customer in relation to the Services and Deliverables, and supersedes all negotiations and communications between the parties. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Contract, other than those expressly set out in the Contract.

20.2 If there is any conflict between these Service Terms and the terms of any Statement or Quote, the terms of the Statement of Work or Quote will take precedence.

20.3 Seequent reserves the right to update or amend these Service Terms at any time without prior notice.

21. Variation

21.1 No variation of these Service Terms shall be effective unless it is in writing and signed by the parties.

22. Language

22.1 Copies of these Service Terms or certain clauses within the Service Terms may be provided in languages other than English for information purposes only. In the event of any conflict between the terms of this Contract in English and any translation, the English version will take precedence.

SECTION B: TERMS AND CONDITIONS APPLYING TO TRAINING SERVICES

These additional terms and conditions apply to any Services that are or are related to the delivery of training to the Customer's employees, contractors or other delegates (a **Customer Delegate**).

1. Pre-work and attendance

1.1 Where any Statement of Work or other notification or communication from Seequent requires work to be completed by Customer Delegates prior to attendance at any training event, Seequent may deny attendance to any Customer Delegate who has failed to complete that pre-work.

1.2 Only Customer Delegates with respect to whom Fees have been paid are permitted to attend any training services (virtually or in-person) unless otherwise agreed in the Statement of Work or by prior written agreement between the Customer and Seequent.

2. Virtual training

2.1 Where training Services are being delivered virtually (in whole or in part), personal registration instructions and log-in details will be provided to each Customer Delegate. Such instructions and log-in details may not be used by any other person or transferred or supplied to any third party or organisation.

2.2 If any Customer Delegate attempts to use the registration and log-in details supplied by Seequent multiple times or discloses such details to others for the purpose of attending the training, the Customer will be

required to pay the applicable Fees for the number of people who attended the virtual Services using the registration details, irrespective of whether they were authorised by the Customer or not.

- 2.3 The Customer acknowledges that participation in virtual training Services requires use of certain technologies. The Customer will, at its own expense, ensure that it and Customer Delegates: (a) have their own viewing venue, computer systems, internet service, and other technology, devices, and accommodation as necessary to participate in the training Services; (b) obtain any software necessary to participate in the training Services, including, without limitation and where appropriate, their own Microsoft Teams video-conferencing capability and access (or other provider as specified by Seequent); and (c) comply with all reasonable additional technology requirements prescribed by Seequent in writing. Seequent accepts no responsibility or liability for any failure in the above technology requirements.
- 2.4 Seequent shall not be liable for any interruption to service or availability of internet connection or video-conferencing facility caused by equipment or technologies supplied, used or made available by the Customer nor for the Customer or any Customer Delegate's inability to access any virtual session or content or functionality that forms part of the Services, nor for any interruption to service or availability of internet connection or video-conferencing facility caused by factors not under the control of Seequent.
- 2.5 In addition to the data protection and privacy terms set forth in clause 9 of these Service Terms, the following terms shall also apply:
 - a. Seequent, at its discretion, may monitor the registration and access to virtual sessions, including the number of computers and their IP addresses, to ensure that the registration and/or log-in details have not been used other than as permitted;
 - b. Seequent may record the virtual sessions provided that no participants shall be video-recorded in such recordings without their consent;
 - c. Seequent may transfer personal data to third party video-conferencing software providers used to facilitate virtual delivery of training Services as sub-processors for the purpose of performance of the virtual session in accordance with Seequent's Privacy Policy. The Customer acknowledges and will advise Customer Delegates that such third party video-conferencing software providers may use participants' personal data as set forth in their privacy policies and Customer Delegates should refer to those policies for additional details.

3. Cancellation and postponement

- 3.1 Unless otherwise specified in a Statement of Work, Seequent reserves the right to charge for training Services (including but not limited to courses, workshops, presentations or seminars) cancelled or postponed by the Customer. Such charges will be in calculated in accordance with the following:
 - a. where the Services are postponed by the Customer, the following amounts will be payable as a postponement charge (the percentages refer to the proportion of the Fees payable with respect to the relevant Services):

Number of Business Days prior to scheduled commencement of training:	29 or more	28 or less	5 or less
Half or one-day event	20%	50%	100%
Two or more-day event	40%	80%	100%

- b. where training Services are cancelled by the Customer, the Customer will be charged one hundred percent (100%) of the Fees payable with respect to the relevant Services.
- 3.2 In addition, the Customer will bear the full cost of any fees or expenses incurred by Seequent for cancellation of venues required as a result of any cancellation or postponement of the Services by the Customer and, except in cases where the Customer has paid a 100% cancellation or postponement charge, for non-returnable goods and services bought or contracted for the purpose of the Services.
- 3.3 Where training Services are postponed:
 - a. the revised dates must be confirmed in writing within two (2) months of the original event dates;

- b. the rebooked dates must take place within six (6) months of the original event dates; and
- c. the Customer will remain liable for payment of the Fees for the Services in addition to the postponement charges already due or paid.