



ORBIT GeoSpatial Technologies  
Reseller Agreement  
with  
<<RESELLER, COUNTRY>>

Valid <<January 2017>>  
Edition January 2017

# ORBIT GT Reseller Agreement

(hereafter called "**Agreement**")

## Between:

**ORBIT GEOSPATIAL TECHNOLOGIES NV**,  
located in Scherpeputstraat 14, 9160 Lokeren, Belgium  
registered as enterprise No BE 0412.104.993,  
represented by Peter Bonne, CEO

hereafter called "**Orbit GT**",

## And:

<< **RESELLER** >> << legal status>>,  
located in <<full address>>, <<zip code & city>>, <<country>>,  
registered as enterprise No <<number>>,  
represented by <<name>>, <<function>>

hereafter called "**Reseller**".

## Considering:

- Orbit GT is the producer of Orbit software and hardware products and desires to advertise, promote, market, distribute and sell its products worldwide; and
- Reseller desires to obtain the right to act as an independent and non-exclusive **Authorized Reseller** of Orbit GT software and hardware products, with the non-exclusive right to market, promote and resell these products to customers as stated in this Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, IT IS  
AGREED AS FOLLOWS:

## **PART 1. APPOINTMENT**

### **1.1. Definitions**

#### **Product Related Definitions**

**“Products”** means the software products and solutions, and the associated services, maintenance, support, training, consultancy or other services that are provided by Orbit GT, and that can be sold to End Users by Reseller pursuant to this Agreement.

**“Software”** means the software products in object code form specified in the Price List. “Software” will also include any Maintenance Releases to the same Software product. Unless otherwise noted, the Software and Documentation are referred to collectively herein as “Software”.

**“Product Release”** means the official version of a software package, as part or as a whole, as core product or as extension. Only Orbit GT can determine when Product Releases are made public and which features are contained therein.

**“Maintenance Release”** means any upgrade that is defined by Orbit GT as a Minor Upgrade, Patch, Major Upgrade and all related Documentation. The availability, delivery method, price and determination whether an Upgrade is a ‘Patch’, or a ‘Minor Upgrade’ or a ‘Major Upgrade’ is solely at the decision of Orbit GT.

**“Minor Upgrade”** is a small adjustment to the current version of the software, mainly consisting out of bug fixes, performance, feature or behavior improvements that do not affect the general use and application of the software. Minor upgrades are commonly recognized as a new version decimal number (example: version 10.2 upgrades to 10.3).

**“Patch”** is a minor adjustment to an existing Product Release. It is not reflected in any product version number and is delivered to the end user for free.

**“Major Upgrade”** consists out of modifications and/or additional functionalities to the software, fundamental or structural changes, and other changes that improve or re-profile the software. Major upgrades are commonly recognized as a new version number (example: version 10.x upgrades to 11.0).

**“Product Portfolio”** is the group of products focusing on a single domain, such as “Mobile Mapping”, “UAS Mapping”, “Indoor Mapping”, “Oblique Mapping”, “3D Mapping”, “3D Mapping Cloud”.

**“3D Mapping Cloud”** is the Orbit GT cloud based online application.

#### **Sales Related Definitions**

**“Base Price”** (also referred to as “List Price”) means the standard, reference price of a Product that is listed in the Orbit GT product price listings. In general, the Base Price is the price due when purchasing the Product (see Addendum A).

**“Sales Models”** means the models or formulas that can be used by sales personnel in order to find the best price and formula to reach a sale. Sales Models are attached in Addendum B.

**“Sales Support”** describes those actions by Orbit GT personnel that are in relation with Orbit GT products and in support of Reseller’s actions to sell the Orbit GT products. Sales Support is intended only to help Reseller where needed with the sales activities.

**“Coupon”** is an instrument with which a user can purchase access to the 3D Mapping Cloud and transfer that purchase to a different user.

**“Maintenance”** means the right of the License Holder to receive intermediate Maintenance Releases of the purchased Orbit GT software Product. Only Orbit GT decides when and if Maintenance Releases are made available and which features are contained therein.

“**Reseller Zone**” is the area on the Orbit GT website which is exclusively accessible by Resellers. This area contains valuable information such as product listings and updates, price listings and updates, presentation templates, marketing materials, guidelines and more. Reseller is bound to consult the Reseller Zone regularly.

### Support Related Definitions

“**Technical Support**” describes those actions by Orbit GT personnel that are in relation with Orbit GT products and relates to the installation, basic use, specification and other operational aspects of the Orbit GT products. Technical Support is intended for both Reseller and End User to assist solving technical issues with Orbit GT products, either in pre-sales or in post-sales.

“**Service Tickets**” means the units by which support is paid for. Each Service Ticket has a price and serves as payment for a chosen service such as Technical Support or Training.

“**Services**” covers all other actions of Orbit GT personnel in relation to the Products that are not covered as Sales Support or Technical Support.

### License Related Definitions

“**License-To-Use**” is the permit to use the software an End User obtains when complying to all described requirements, including but not limited to (a) payment of the relevant fees, and (b) acceptance of the EULA. The EULA for Orbit GT software products will be presented to the End User at install time (via the software installer utility) and the End User must agree to comply with the EULA. A License-To-Use can only be delivered when payment is received by Orbit GT and the EULA has been accepted. Using the software implies the unconditional acceptance of the EULA by the End User. A License-To-Use is not transferrable.

“**EULA**” or End User License Agreement consists out of the General Sales Conditions, MLA and MSA.

“**General Sales Conditions**” are the conditions to which any and all sales of Orbit GT products are bound unless specifically stated otherwise in this Agreement. These Conditions apply to the Reseller who is encouraged to apply them to the End User.

“**MLA**” or Master License Agreement is the software license-to-use Agreement that covers all software products from Orbit GT.

“**MSA**” or Master Service Agreement is an agreement covering the Maintenance, Service and Technical Support that can be chosen by the End User with the purchase of an Orbit GT Product.

Orbit GT may alter the terms of the General Sales Conditions, MLA and MSA at any time, in which case Orbit GT will inform Reseller by newsletter and the online Reseller Zone on the Orbit GT corporate website and it is the responsibility of the Reseller to know these conditions and to inform the End User.

“**Permanent License**” refers to an above stated “License-To-Use” valid for the granted period for which the product has been ordered. This period can be without time limit for installation on a certain device, with time limit based on a rental period, or other. It does not grant any rights to Maintenance Releases, Technical Support or other Services. “Permanent” in this context by no means refers to anything other than as stated herein.

“**License Holder**” or “**Licensee**” is the organization, entity or person that has been granted a License-To-Use the Orbit GT software by means of purchase, rental, evaluation, education, demo or other validated reasons to use the software.

### Confidentiality Related Definitions

“**Confidential Information**” includes: (a) the Products; (b) any personally identifiable data or information regarding any End User; (c) any and all information disclosed by the Parties to each other, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary; (d) any notes, extracts, analyses or materials prepared by the Parties which are copies of or derivative works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and (e) the terms and conditions of this Agreement.

**"Confidential Information"** does not include Information which Recipient can document as: (a) in the public domain at the time of disclosure or enters the public domain through no fault of Recipient after the time of disclosure; (b) already in the possession of Recipient at the time of disclosure free of any obligation of confidentiality as evidenced by its written record; (c) rightfully communicated to Recipient by a third party free of any obligation of confidentiality; (d) independently developed by Recipient without reference to any of the Confidential Information disclosed by Discloser; or (e) required to be disclosed pursuant to an order or requirement by a court or other government body. Recipient shall give Discloser written notice of any order or requirement described in (e) as soon as practicable and prior to disclosure of the Confidential Information, shall provide reasonable cooperation and assistance in opposing such order or requirement if requested by Discloser, and, to the extent Discloser elects to oppose such order or requirement, shall not make disclosure until after Discloser has exhausted all reasonable legal remedies to maintain such Confidential Information in confidence.

**"Business Information"** means the Confidential Information regarding certain business models, sales models, market approach, marketing initiative or prospects that parties may share to discuss and deploy business opportunities, and is subject to the definition of Confidential Information above.

## Party, Customer and Reseller Related Definitions

In this Agreement, **"Party"** refers either to Orbit GT or Reseller, whereas **"Parties"** refers to both.

For purposes of this Agreement, the term **"End User"** or **"Customer"** means the organization, entity or person that desires to acquire the Products for its own use, without any intention to resell, distribute or any other commercial use.

**"Authorized Reseller"** or **"Reseller"** is a company focusing on selling Orbit GT products, providing expertise, training and support for Orbit GT products to End Users.

**"Value Added Reseller"** or VAR is an Authorized Reseller that bundles Orbit GT products with its own products. A Value Added Reseller typically does not focus on other sale possibilities for the Orbit GT products, nor on Orbit GT Products-only sales.

**"Hardware VAR"** or **H-VAR** is Value Added Reseller that bundles Orbit GT products with its own hardware systems. This company typically is a hardware company representing only the Orbit GT products required to provide bundled offerings.

**"Software VAR"** or **S-VAR** is Value Added Reseller that specializes in a software product for which an integration with Orbit GT products has been accomplished. This company typically is a software company representing only the Orbit GT products required to establish this integration.

**"Partner"** in the definitions below needs to be interpreted as a company or organisation **external** to this Agreement.

**"Service Partner"** is a company or organisation focusing on providing services, where Orbit GT products may be used during execution of the services (Service Partner being End User), and supplementary may be included in offerings to its customers in addition to the services. A Service Partner is a company that does not engage in focusing on sales of Orbit GT products, hence is not a Reseller of any above stated type.

**"Partner of Reseller"** is a company or organisation that is related to Reseller as independent local office, dealer, or otherwise engaged with the purpose of selling Orbit GT products through Reseller, as described in this Agreement. Partner of Reseller is subject to all conditions set forth in this Agreement, whereas Reseller remains legally responsible for its Partner.

**"Technology Partner"** or **"Technical Partner"** is a company or organisation with whom Orbit GT maintains a constructive relationship regarding technical support of (some of) each other's products and systems.

## 1.2. Appointment as Authorized Reseller

On the terms and subject to the conditions set forth herein, Orbit GT appoints Authorized Reseller as an independent, non-exclusive Reseller of the Products in the Territory and the target Markets described in the Scope (section 1.4) of this Agreement (hereafter "Market"), and Reseller hereby accepts such appointment. Reseller will advertise, promote and resell the Products, solely to third party End Users within the Territory, Market and Business Scope as defined in section 1.4. Reseller accepts to represent Orbit GT and Orbit GT interests in optimal and valid use of Orbit GT Products and Services.

Reseller may not authorize or appoint any dealers, sub-resellers, agents, representatives, subcontractors, or other third parties to advertise, promote, resell, lease, rent or distribute the Products without the explicit prior written consent of Orbit GT. All rights not specifically granted by Orbit GT hereunder are reserved by Orbit GT. Without limiting the generality of the foregoing, Orbit GT reserves the right to advertise, promote, market and distribute the Products, and to appoint third parties to advertise, promote, market and distribute the Products, worldwide, including in the Territory, Market and Business Scope. Further, Orbit GT reserves the right, in its sole discretion, at any time and from time to time, to modify any or all of the Products, or to discontinue the publication, distribution, sale or licensing of any or all of the Products without liability of any kind. Granted licenses will be supported for at least 2 years after grant date, considering that the granted license must reflect the latest version of the software.

Reseller acknowledges that this Reseller Agreement may not cover new products by Orbit GT. An update of the Reseller Agreement may be required for Reseller to engage in selling new products, upon sole decision by Orbit GT.

Reseller will treat Orbit GT as Most Favorable Vendor, meaning Reseller will favor sales of Orbit GT products over sales of other similar brands or products that Reseller might represent. Reseller formally engages in offering Orbit GT Products in relation to the Business Scope to its customers in a consistent and positive way.

### Engagement

Reseller formally engages in selling Orbit GT Products in the Territory, Market and Business Scope as set forth in Section 1.4. and initiates activities to realize a turnover profitable for both parties within the Timeframe of this agreement (see section 1.4). Reseller engages to avoid activities that may be competitive to Orbit GT, Orbit GT End Users, prospects or potential customers.

To clarify, by this Agreement, Reseller is appointed as an Authorized Reseller for Orbit GT as described in this paragraph. If the terms and conditions of this appointment change, a written amendment to provide for this change will be signed and executed by the parties.

#### Specify how Reseller will be known :

- **Standard Authorized Reseller - (nothing to fill in)**
  - **Software VAR - (fill in A. below)**
  - **Hardware VAR - (fill in B. below)**
- A. Reseller will be known as Software VAR, and Reseller formally engages in offering Orbit GT Products in relation to the Business Scope to its customers in a consistent way. Reseller will be combining Orbit GT products with this software :
- **<< Reseller software product(s) >> / Not Applicable**
- B. If Reseller will be known as Hardware VAR, and Reseller formally engages in bundling Orbit GT Products in its product offerings in a consistent way. Reseller will be combining Orbit GT products with this hardware :
- **<< Reseller hardware product(s) >> / Not Applicable**

### 1.3. Nature of the Agreement

This Agreement does not constitute either party the agent of the other, or create a joint venture or similar relationship between the parties, and neither party will have the power to obligate the other in any manner whatsoever. Reseller acknowledges and agrees that its relationship with Orbit GT is that of an independent contractor, and neither party will act in a manner that expresses or implies a relationship other than that of an independent contractor. Orbit GT and Reseller acknowledge and agree that: (a) Reseller is permitted to promote and sell products and services of companies other than Orbit GT; (b) Reseller is not required to promote Orbit GT products or services exclusively; and (c) Reseller's decision to devote all or some of its business efforts to the products or services of any particular company is solely in the discretion of Reseller

### 1.4. Scope of the Agreement

#### Territory

This Agreement's territory is defined as:

- << (list of) countries or parts of country >>

#### Market

This Agreement's target market is defined as:

- << (list of) markets, e.g. Government, Utilities, Service Companies, ... >>

#### Timeframe

This Agreement starts on date of signing for a duration of 2 years. Continuation and Termination is described in section 4.5

#### Business Scope

This Agreement concerns Orbit GT software Products in the area of

<< describe business scope in relation to Orbit products and/or portfolios >>

<< For example: (select portfolios as agreed) >>

- Applications for Mobile Mapping
- Applications for Oblique Mapping
- Applications for UAS Mapping
- Applications for Indoor Mapping
- Applications for 3D Mapping Cloud

## **PART 2. PRODUCT & SALES**

### **2.1. About Products and Prices**

#### **Orbit GT Products**

This Agreement concerns the Orbit GT Products as listed in Addendum A. It does not include Orbit GT Products that are not listed, nor new products that may be developed and made available for sale during the term of this Agreement. In due case, new Orbit GT Products can be added to this Agreement as described in section 4.4 and Addenda.

Orbit GT retains the sole right to discontinue any Product at any time without any claim from Reseller, End User or License Holder. In case of discontinuation, Orbit GT shall inform Reseller 6 months in advance or will advise Reseller in writing of the requirement to migrate to a new Product, in order to allow Reseller to solve issues and to look for alternatives for End User or License Holder.

#### **Prices**

Orbit GT Product prices are listed in Addendum A. Prices are listed as End User prices for which a Reseller fee is described. Reseller is not permitted to alter these End User prices, however Reseller can offer a reduction to the End User. This reduction will not affect the price due to Orbit GT.

When commercial opportunities require a special pricing strategy, Reseller will negotiate with Orbit GT in order to determine a special pricing regime for each specific case.

Prices may alter in time, in which case Orbit GT will inform Reseller about new End User prices. This may result in replacement or revision of Addendum A or in other form. New prices must be applied from the date indicated on the new price list on which date the previous prices will become obsolete and invalid; exceptions will only be accepted for ongoing offers or for dedicated cases when agreed upon. Updates to pricelists and associated documentation will be listed on the Reseller Zone.

#### **Orbit GT Trademarks**

"Orbit GT Trademarks" means all names, product names, marks, logos, designs, trade dress and other brand designations used by Orbit GT in connection with its products and services. In performing its obligations hereunder, Reseller may refer to the Products by the associated Orbit GT Trademarks, provided that such reference is not misleading and complies with any guidelines issued by Orbit GT. Reseller is granted no right, title or license to, or interest in, any Orbit GT Trademarks, save for the foregoing right of use. Reseller acknowledges and agrees that any use of the Orbit GT Trademarks by Reseller will inure to the sole benefit of Orbit GT. If Reseller acquires any rights in any Orbit GT Trademarks by operation of law or otherwise, it will immediately, at no cost or expense to Orbit GT, cede these rights to Orbit GT along with all associated goodwill.

#### **Ownership**

As between Orbit GT and Reseller, all right, title and interest in and to the Products and associated Orbit GT promotional materials and documentation, including without limitation all copyrights, patent rights, trademark and service mark rights, trade secret rights and other intellectual property rights, are and will remain the property of Orbit GT, and such items may only be used by Reseller as expressly permitted hereunder. Reseller shall not remove, alter or otherwise modify any copyright, trademark or other notices of proprietary interest contained in the Products, Orbit GT promotional materials and/or documentation.

#### **Intellectual Property**

Reseller recognizes the ownership by Orbit GT of the intellectual property of all Orbit GT technology, know-how, products, user interface techniques, documentation and related items made available for resale through this Agreement. Orbit GT declares to fully own this intellectual property, with exception for third parties tools that might be



a component in the Orbit GT portfolio in which case Orbit GT acts as representing the third party's rights. Reseller will safeguard Orbit GT's rights and ensure that its acts will not knowingly infringe Orbit GT's or third party property rights.

All information about Reseller and Orbit GT and consequence of this Agreement, as technology, know-how, products, prices, sales strategy, market strategy, future plans, either in word or in written, shall be considered confidential unless specifically granted otherwise by any of the parties.

## Governing Language

Orbit GT provides all Product documentation, including information regarding Product sales, as well as regarding the use of Orbit GT Products, in English only. Orbit GT guarantees the accuracy of the English version only.

## Translations

Reseller will be responsible for all translations requested by an End User. If Reseller considers translations of Orbit GT software useful, Reseller can choose to translate the software :

- Orbit GT provides Reseller with online tools to enter translations of all labels, texts and messages that the Orbit GT products present to the end user. These tools include the means to test these translations in the Orbit GT software. The Reseller will receive free copie(s) of the concerning Orbit GT Product to be able to properly test the translations as stated in section 3.4.
- A release supporting this language needs to be fully compiled by Orbit GT in order to be distributed to End Users. Orbit GT and Reseller will therefore maintain close relations to communicate either supplementary translations for an upcoming new version and the readiness of translations to finalize the release process.
- Translations will be managed, checked, updated and paid for by Reseller. Reseller will engage in training in order to fully understand the extent of the products to be translated. Reseller guarantees Orbit GT to ensure proper and correct translations in order to offer End Users an equal user experience as Orbit GT provides for the English language.
- Reseller is not obliged to fulfill any deadline regarding translation of the Products. Such translation activity shall be considered as an added value to this agreement.
- All translations related to documentation, sales materials, software manuals or software display language will automatically become sole and full property of Orbit GT. Orbit GT and Reseller may agree in additional Addendum on supplementary conditions.
- In any case, all language related items used in Orbit GT software, will default to English when a translation is not available.

Thanks to the efforts of other Resellers or Developers of Orbit GT, languages other than English may be available for the software Products. In such case, Reseller can re-use these translations without any cost, however Orbit GT takes no responsibility whatsoever for the accuracy of the translation: all languages other than English are available for Reseller and End User as is.

## Permission to translate

Reseller is granted a permission to translate at his own expense into the language(s) listed here:

- << language(s) >> / Not Applicable

For the following Orbit GT Product(s):

- Products or Portfolio's listed in section 1.4 / Not Applicable

All translations will become property of Orbit GT automatically. All translations by Reseller are informal and subordinately to the English master version of Orbit GT. Possibility to translate is not available for all products.

## 2.2. Selling Orbit GT Products

### Sales Models

Orbit GT products can be sold using the Sales Models described in Addendum B. Reseller is not permitted to alter these models. When commercial opportunities require a special strategy, Reseller will negotiate with Orbit GT in order to determine a special regime, price or sales model for each case separately.

Sales Models may change over time, resulting in a replacement of relevant Addenda. New sales models must be applied from the date they become valid, which is stated in the relevant document. However, Orbit GT will honor standing offers made and orders received prior to the effective date of the changes.

### Demonstrator Licenses

Orbit GT shall provide Reseller with demonstration licenses for the Products with a price reduction as stated in Part 3. The Products shall be used for demos, presentations and other marketing activities. Any commercial usage where the Products are used for execution of service work is explicitly excluded.

Immediately after termination of this Agreement, any and all demonstration licenses must be returned to Orbit GT and will terminate.

### Sales Status and Forecasts

Reseller will provide Orbit GT with Sales Status and Forecast information at least twice per year. This documentation is to be discussed with Orbit GT's partner manager for Reseller at least every 6 months.

### Product and Price Update information

Orbit GT communicates regularly about product updates, price changes and other useful information via Newsletters. Reseller is bound to keep up to date with the latest news. Newsletters are available on the Reseller Zone.

### Online Licensing Tools

Reseller may be given access to Online License Registration and Management tools. Reseller shall use these tools only for the intended purpose. Any misuse will give Orbit GT the right to immediate breach of this Agreement and will entitle Orbit GT to claim any damage.

### Using Products for Internal Production

If Reseller uses Orbit GT products for permitted internal production or any other permitted use that is different from reselling, Reseller cannot claim any discount.

### Marketing Materials

Reseller can use marketing materials, logos, designs, trade dress and other brand designations from Orbit GT. Reseller can make use of Orbit GT's website, forum, knowledge base and other online services from Orbit GT in its marketing activities and materials. In case of re-use Orbit GT content for own marketing materials, the proper copyright message needs to be in place. When agreed by both parties, supplementary marketing materials may be produced in relation to specific or mutually agreed market opportunities or target markets. Select Marketing Materials will be available on the Reseller Zone.

### Using Orbit GT brand identifiers

Any marketing material will make proper use of the Orbit GT brand identifiers. Logo's and other brand graphics, slogans etc. may not be altered and must be used in accordance to official Orbit GT specifications, including the use of

® and ™ symbols where applicable. Only when agreed by Orbit GT and submitted to Orbit GT copywriting, marketing materials may be produced using the design and trade dress form Orbit GT.

### **Orbit GT Pre- and Post-Sales Support, Technical Support to Reseller**

If Reseller requires the assistance of pre- or post-sales support engineers from Orbit GT, Reseller may hire service personnel from Orbit GT as set forth in Part 3. Reseller can obtain technical support from Orbit GT based on a "Service Tickets" system. Prices hereof are listed in Addenda.

### **Product Knowledge and Authorized Training Center**

Reseller is required to acquire proper knowledge of the represented Orbit GT products, get the according training from Orbit GT, and become able to perform first line support to its customers.

Reseller can become fully qualified as Authorized Training Center. Requirements for that are listed in Part 3. Prices for Orbit GT training courses are listed in Addendum A.

### **Orbit GT direct sales**

Orbit GT remains entitled to sell products directly, even to End Users within Reseller's Scope (see section 1.4), either via online sales, marketing promotions, fairs, global deals or any other channel, without any claims from Reseller.

## **2.3. About the End User**

### **End User Trial and Temporary Licenses**

Reseller can make use of Orbit GT's system of trial licenses for most Orbit GT products to allow End Users a trial or evaluation period. As a common business rule, Orbit GT sets the default trial and evaluation period for most Orbit GT products to a limited amount of launches after first use and/or a limited time and/or a limitation of some functionalities. This technique or techniques may be altered by Orbit GT at any time and can be different for each Product.

Reseller can request extension of a trial installation upon motivation and with prior agreement of Orbit GT, when relevant for End User evaluation.

### **End User Technical Support, Maintenance, Upgrades and Training**

Reseller will be solely responsible for End User support, both technical and operational, unless Reseller requests that Orbit GT provide Technical Support. Reseller will also be responsible for End User training and, if required, for initial system setup, installations of upgrades or other software maintenance tasks.

To be able to do so, Reseller can become Authorized Training Center (see Part 3) or may hire Orbit GT for high level trainings and/or consultancy for the End User at prices listed in Addendum A.

### **End User License-To-Use**

Orbit GT's License-To-Use restricts the usage of the Product for the End User. The End User automatically accepts and agrees to the full License-To-Use upon installation of the product.

### **Orbit GT Software Delivery**

For some Orbit GT Products, product installer files shall be provided to Reseller in digital download format. Other products may require manual installation and configuration for which Reseller will provide the appropriate services to End User, or hire these services from Orbit GT.

Subsequent updates for End Users will be made available via the Orbit GT website or through Reseller channels. Product technical assistance documentation will be provided online and in English only.

### Orbit GT License Key provided to End User

The End User will be granted a License-To-Use for the purchased Orbit GT software upon receipt of payment by Orbit GT.

Licenses are regularly verified online for which the installation must be able to connect to Orbit GT's central license server.

In internet-denied environments, and only upon valid motivation and explicit case-by-case agreement from Orbit GT, the License of any Orbit GT software will be tied to the *Hardware Bind Key*. This is subject to a specific agreement with the End User that the End User must sign before being allowed to use a *Hardware Bind Key* instead of the online licensing system.

All Licenses must be registered on the Orbit GT website. The License will be linked to the End User's login on the website. Orbit GT needs to be fully informed by Reseller about the End User of every sale in order to be able to link a License Request to a proper Purchase Order.

Other licensing techniques may be developed by Orbit GT at any time of which Reseller will be informed.

### License Key delivery procedure

Unless stated otherwise, Licenses are delivered in accordance with the following procedure and chronological order :

1. Upon receipt of the Purchase Order from the End User, Reseller shall issue an according Purchase Order to Orbit GT, including reference to End User.
2. Orbit GT delivers product and temporary license key (following the applicable license request technical procedures). Orbit GT invoices Reseller. Reseller invoices End User.
3. Reseller executes payment to Orbit GT within standard payment terms and period.
4. Orbit GT delivers final license to End User upon receipt of full payment.

In case the above procedure cannot be followed, e.g. due to tender restrictions, Reseller and Orbit GT will make appropriate modifications to this procedure in writing for each case separately.

### Reseller Rights to End User

Reseller will inform Orbit GT with proper contact details of the End User and a SPOC (Single Point of Contact) of the End User. This SPOC will be granted access to Orbit GT's restricted website area to maintain End User's product licenses. In Orbit GT's database, End User will be known as being a customer of Reseller.

## **PART 3. RESELLER FEES, TASKS and GRANTS**

### **3.1. Reseller Fees**

#### **Base Principles**

1. Orbit GT grants Reseller a Fee as a % of the End User Price on the Products listed in Addendum A.
2. The same Fee applies to Maintenance sold on the same Products (where applicable).
3. End User prices and Fees listed are without VAT, transport, housing or any taxes involved.

#### **Granted Fees for Desktop products, Stand-Alone and Client-Server**

- **30%** on the List Price, on sale, maintenance and upgrade.

#### **Granted Fees for On Premises Publishers**

- **30%** on the List Price, on sale, maintenance and upgrade.

#### **Granted Fees for On Orbit GT Services**

- **10%** on the List Price of Service Tickets.

#### **Granted Fees for 3D Mapping Cloud products**

- **20%** on the List Price for Named Users.
- **10%** on the List Price for Storage.

#### **Granted Fees : Turnover bonus royalty**

Every calendar year, Reseller can get a bonus royalty based on the total turnover received by Orbit GT (not the List price, but the amounts physically received by Orbit GT only):

- From 100 000 EUR turnover : additional 2%
- From 200 000 EUR turnover : additional 4%
- From 300 000 EUR turnover : additional 6%

Grants in relation to a yearly turnover, are calculated by Orbit GT in January of the next year, upon which Orbit GT will inform Reseller about the granted turnover bonus royalty and make over payment accordingly.

### **3.2. Reseller Tasks**

#### **Product Knowledge**

Reseller is bound to build and maintain proper knowledge of the Orbit GT products and portfolio in order to fully represent Orbit GT within the agreed Business Scope. This involves, as a minimum, to engage in regular trainings of Reseller's sales and support personnel. Failure to do so may result in early ending of this Agreement pursuant to section 4.5.

## First Line Support

Reseller is required to be able to provide basic first line support to End User, for which Reseller may charge End User at his sole judgment. Backup support from Orbit GT is available via Service Tickets. Sales that include Service Tickets relate to the support given by Orbit GT to that End User, either directly or via Reseller.

## Reseller Startup Training

To comply with the above, Reseller is bound to follow a Reseller startup training covering all sales and portfolio aspects.

## Activity Reporting

Reseller will inform Orbit GT about its activities, marketing efforts, sales funnel and prospects, and other useful elements in relation to its task as Reseller per 6 months and upon request by Orbit GT. The information that Reseller shares with Orbit GT will be treated as Confidential Information and used for the sole purpose of jointly improving the business opportunities.

## 3.3. Financial Transactions and Product Delivery

### Offer Validity

Orbit GT advises Reseller to state a maximum offer validity of 45 days. However Reseller is free to alter this validity term. Orbit GT will only cover Reseller's offer for 45 days, unless parties agree to a different validity term prior to the offer and case by case.

### Product and License Delivery

Upon receipt of the Purchase Order, software products are delivered with a temporary license. This license is valid for one (1) month in order to facilitate payment. Upon receipt of payment by Orbit GT, the final license will be granted.

### Purchase Order and Invoicing

For Standard Purchase Orders, Reseller deducts the granted fee from the List Price on the Purchase Order to Orbit GT. Standard Purchase Orders apply for sales of all Products.

For recurrent fees covered by the initial P.O., Orbit GT shall issue invoices to Reseller with indication of price due by End User to Reseller and price due from Reseller to Orbit GT. Reseller is not required to send a purchase order to Orbit GT for recurrent fees. However, Reseller should invoice immediately to End User. For recurrent fees, failure of timely payment may result in license suspension.

Yearly fees, such as Maintenance fees, will be invoiced upfront, i.e. before start of the year at hand or before the anniversary of the Purchase Order at hand. As these are recurrent prices, they are subject to change as specified below.

Reseller must identify End User in every Purchase Order.

Purchased products will be invoiced upon delivery of the temporary license.

### Payment Terms

Orbit GT does not interfere with the payment of the End User to Reseller, nor can Orbit GT take delays into account, except when specific situations are negotiated between End User, Reseller and Orbit GT prior to the sale and case by case. In standard conditions, invoices by Orbit GT are due upon receipt.

## Cloud payments

All 3D Mapping Cloud payments are managed online, directly with the End User's credit card. Reseller's fee is post processed as described in section 3.7.

## Recurrent Prices Updates

Recurrent prices such as Maintenance prices may be adjusted by Orbit GT on a yearly basis according to the evolution of Harmonized Indices of Consumer Prices (HICP European standard - for more information, visit: <http://ec.europa.eu/eurostat/en/web/products-manuals-and-guidelines/-/KS-BE-04-001>).

## Official Price Changes

**IMPORTANT NOTE:** All prices listed in the official pricelist are subject to change without prior notice. Reseller must adapt its price offerings as soon as the new pricelist's validity period has started. Orbit GT will notify Reseller on upcoming Price changes. As stated above, Orbit GT will only cover Reseller's offer for 45 days, unless parties agree to a different validity term prior to the offer and case by case.

A new Pricelist replaces all previous price lists which have become null and void from date effective as stated on its cover page.

To check your offering, you may send your quote proposal to Orbit GT for written validation.

To ensure validation of prices longer than 45 days, contact Orbit GT for a written case-per-case acceptance.

## Currency

All financial transactions between Parties will be made in a single currency, either EUR or USD, to be decided upon at the start of the Agreement, and will not be altered. Parties agree to execute all financial transactions from one party to the other in the following currency : **(pick one)**

- EUR (Euro)
- USD (United States Dollar)

Reseller is entitled to convert prices and offers to the End User to a currency of their choice and at own risk. In every case, prices due to Orbit GT are to be paid in the above chosen currency.

## 3.4. Reseller Purchases at Reduced Fees

Reseller can obtain any of the Orbit GT Products listed for own purposes of demonstration and evaluation in **Demonstrator mode** as follows :

- Stand-alone products are available **for free**
- A Client/Server setup (with 2 clients) can be purchased for € 4 000,00 or US\$ 5 000.00, subject to Maintenance.
- A Publisher setup can be purchased for € 4 000,00 or US\$ 5 000.00, subject to Maintenance.

These products may only be used for sale activities. It is strictly forbidden to use these licenses for production or other commercial use – if so, the full purchase fee is required and such action may result in early ending of this Agreement pursuant to section 4.5.

Products in Demonstrator mode have near-full capabilities with reduced data volume and/or users.

Partners of Reseller can purchase Products in Demonstrator mode at reduced price of 25% of the stated list price (equals 75% reduction), subject to Maintenance.

Maintenance for above Product purchases in Demonstrator mode are set to 15% of the stated price in this paragraph.

### 3.5. Orbit GT Services for Reseller

#### Service Tickets

Reseller is granted 10 free Service Tickets each year (1 year valid). Supplementary Service Tickets can be purchased. These free Service Tickets cannot be used for training purposes, nor for support for any third parties such as Partners of Reseller or Customers.

#### Training of Reseller Personnel

Reseller can obtain training from Orbit GT to enable Reseller to properly advertise, demo, sell and support the Orbit GT products. A 10% discount will be granted for Service Tickets purchased for training, excluding travel, stay and taxes.

#### Ad Hoc technical support to Reseller

When Reseller requires Technical support, Reseller can make use of Service Tickets as listed.

Orbit GT undertakes to provide such information and support as may be reasonably requested by Reseller to enable it properly and efficiently to discharge its duties under this agreement.

#### Pre- and Post-sales support to Reseller

Reseller can hire Pre- and Post-sales support from Orbit GT via Service Tickets, excluding travel, stay and taxes.

### 3.6. Service Partner Grants

Service Partners are allowed to bundle Orbit GT Product sales into their service sales without them being or becoming a Reseller. Service Partners must order their sales via a Reseller, who must accept, active within their Business Scope as defined in art 1.4.

Service Partners are granted a 10% "finders' fee" on sale of products bundled with their offerings. If Reseller receives such request, Orbit GT will grant Reseller 20% on the total of the order of the Service Partner (excluding Cloud services or Service Tickets).

Sales by a Service Partner and managed by Reseller shall be included in the yearly evaluation to calculate Reseller's turnover bonus royalties.

### 3.7. Selling Cloud Products

Reseller can receive fees for products that his customer purchases on Orbit GT's 3D Mapping Cloud. To receive these fees, Reseller must be known to Orbit GT as Reseller for this specific End User.

This is accomplished as follows :

1. Reseller buys a Coupon for End User.
2. End User starts using the 3D Mapping Cloud using this Coupon.
3. Reseller and End User are now linked, allowing Reseller to receive a fee as % on End User's spending.

Reseller will then gain a fee on purchases by this customer as follows :

1. OGT will generate a quarterly balance for Reseller based on its End Users.
2. Balance will be calculated as stated in section 3.1.



Orbit GT will calculate the balance due to Reseller :

- for monthly payments by customer : on half-yearly basis.
- for yearly payments by customer : on yearly basis.

Payments to Reseller will be executed in the month following the balance calculation, when a minimum balance of 1000 € is reached.

In case an End User has been served by more than one Reseller, the Reseller fee will be split between all related Resellers. Until further notice, this split will be calculated based on the Coupon values that Resellers have provided to End User.

### **3.8. Becoming Authorized Training Center and GOLD Reseller**

Reseller can become fully qualified as Authorized Training Center and GOLD Reseller.

In order to achieve this status, Reseller must :

1. Appoint responsible and capable personnel to be trained and support customers.
2. Attend trainings for the full Orbit GT portfolio, both in sales as technical.
3. Update this training every 2 years or when responsible personnel are replaced.
4. Sign in to webinars organized by Orbit GT on subject of Products and business.

As a Gold Reseller, Reseller shall be entitled to the following advantages :

1. Where Granted Fee is set at 30% of the List Price, fee will be raised to 40%; and
2. Reseller receives 20 free Service Tickets per year (with use restrictions as set forth in 3.5); and
3. Reseller will be capable of delivering full training and support to End User without intervention of Orbit GT, for which Reseller may charge End User at his sole judgment; and
4. Reseller will receive a Gold Reseller Certificate and notification on the Orbit GT website.

## **PART 4.   LEGAL ASPECTS**

### **4.1.   Warranty and Liability**

Reseller will market the Products as is. Orbit GT assumes product liability issues and proceedings costs (including attorneys' costs), resulting from, but not limited to, any loss or damage caused or alleged to be caused to the Reseller and/or the End User, directly or indirectly, incidentally or consequently, by the Products provided herein, only to the extent of that indicated by the End-User-Licence-Agreement ("EULA") as distributed with the Product. Orbit GT accepts no liability for any act, omission, debt or other obligation of the Reseller in connection with any other aspect of their business or their marketing and sales of the Products.

#### **No defects in Media**

During the term of this Agreement, Orbit GT warrants that the media containing the Licensed Products is free from defects in materials and workmanship on date of delivery.

If there is any breach of a warranty contained in this Section, Orbit GT shall provide Reseller with a replacement copy of the Licensed Products within a commercially reasonable time after notice from Reseller.

### **4.2.   Exclusivity**

There is no exclusivity implied in this agreement.

### **4.3.   Confidentiality**

Orbit GT and Reseller shall treat the terms of this Agreement as confidential. The existence of this Agreement shall not be treated as confidential.

Business, sales, prospect or lead information that Parties exchange, shall be treated as "Confidential Information" as stated in section 1.1, unless otherwise agreed between Parties or legitimately obtained by either Party through third way or public knowledge.

### **4.4.   Entire Agreement**

This Agreement is comprised of this Reseller Agreement, and the following Addenda:

Addendum A	Product Portfolio and Pricing
Addendum B	Sales Models
Addendum C	End User License Agreement

In the event of any dispute between this Reseller Agreement and any of the foregoing Addenda, the provisions of this Agreement shall prevail.

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements or understandings, both oral and written, between the parties with respect thereto. If an NDA pre-exists this Agreement, it will remain in effect for those items not covered in this Agreement.

This agreement may not be amended or modified except by written acceptance of all alterations signed by both parties.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, their agents or employees, but may be waived only by an instrument in writing signed by an officer of the waiving party. No waiver of any provision of this Agreement on one occasion shall constitute a waiver of any other provision or of the same provision on another occasion.

## Agreement Upgrades

When required, Orbit GT will propose upgrade to this Agreement. From date of notification of such Agreement Upgrade, Reseller has 6 months to evaluate, and negotiate the new conditions, which must result in a signed Agreement Upgrade within this 6 month period. After this 6 month period, when Reseller has not signed the Agreement Upgrade, Reseller is legally bound to the Agreement Upgrade and current Agreement will be void.

## 4.5. Term and Termination

### Term and Termination

This agreement is valid for 2 years. It shall be automatically extended for further one-year terms unless either Party gives written notice to the other Party at least 60 days before the expiration of the initial or any renewal term of the Party's intent not to renew and to terminate the agreement.

This agreement terminates automatically in the event that Reseller or Orbit GT goes into liquidation. Any substantial change in practice or ownership of Reseller will require a review of this agreement by both parties.

Notwithstanding anything in this Agreement that may be interpreted to the contrary, either party may terminate this Agreement without cause and without liability upon 30 days' prior written notice to the other party. Either party may terminate this Agreement with immediate effect for any material breach of the Agreement that is not cured to the non-breaching party's satisfaction within 10 days of written notice that specifies the breach.

### Renewal

Renewal of this Agreement will be required whenever Orbit GT releases new products in the portfolio that is subject of this Agreement (see section 1.4. Scope), or when Orbit GT defines new conditions for this Agreement to continue. In such case, parties may rediscuss this Agreement within 30 days after notification by Orbit GT. If reseller does not engage in any communication regarding the update of the Agreement, it is assumed to be accepted by default.

When major changes are applied to any product, or when a product is removed from the portfolio, an Agreement update is not required as Reseller is bound to use the latest valid Product Portfolio only.

### Effect of Termination

Upon termination of this Agreement, Reseller will cease all advertising, marketing and resale of the Products. Termination of this Agreement will not affect either party's rights or obligations with respect to Products distributed by Reseller prior to the effective date of the termination, nor any EULAs signed by End Users prior to the effective date of termination.

Upon termination of this Agreement, Reseller will immediately provide Orbit GT with all contacts, contracts and all relevant sales information in relation with the representation and sale of Orbit products realized within the scope of this agreement, provided that such information does not harm legitimate commercial and confidentiality interests of Reseller. Reseller will remove and destroy all information, documentation, demo-software, etc., concerning the object of this agreement.

### No Liability for Termination

Neither party will be liable for any damages arising out of the termination of this Agreement in accordance with this Section. Reseller acknowledges and agrees that Orbit GT is not responsible for Reseller's dependence on revenues hereunder, and Reseller agrees to release, hold harmless and indemnify Orbit GT from any and all claims and liabilities relating to Reseller's revenues, financial forecasts or economic value that may result from any termination by Orbit GT of this Agreement as permitted hereunder.

## Survival

Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement (e.g. confidentiality, ...).

## Severability

If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

## 4.6. Applicable Law and Jurisdiction

This Agreement and the rights and obligations of the parties hereunder shall be exclusively construed and enforced in accordance with Belgian Law, and shall be exclusively governed by Belgian Law. All causes of action between the parties arising from or in relation to this agreement shall be brought exclusively to the Belgian courts. Only the territorially competent courts, according to Belgian law, of the registered office of Orbit GT shall have exclusive jurisdiction with the explicit exclusion of any other court outside Belgium.

## IN WITNESS WHEREOF,

This Agreement has been executed by each Party by its authorised representative as of date <<September 30th, 2016>>.

This Agreement was signed in Lokeren, Belgium in two original copies of which each party acknowledges having received a copy.

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Orbit GeoSpatial Technologies N.V.  
Peter Bonne  
CEO

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<<RESELLER>>  
<<full name>>  
<<function>>

## **Addenda A, B, C.**

The most recent versions of documents below on date of signature apply here.

### **Addendum A**

Product Portfolio & Prices.

### **Addendum B**

Sales Models.

### **Addendum C**

End User License Agreement (EULA), containing Master License Agreement, Master Service Agreement, and General Sales Conditions.