



# ORBIT GeoSpatial Technologies End User License Agreement

## General Conditions, MLA, MSA

Version of September 30<sup>th</sup>, 2017

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Products Version 18.0

*From above date on, all previously existing conditions expire and are replaced by those stated in this document.*

*The conditions in this document are the only binding until the publication of a new version of this document.*

# Orbit GT End User License Agreement

This document lists the End User License Agreement (EULA), consisting out of (1) Orbit GT Master License Agreement (MLA) , (2) the Orbit GT Master Service Agreement (MSA) and (3) the Orbit GT General Sales Conditions valid on date of this document.

Terms may change in time. The latest version is always available on the corporate website [www.orbitgt.com](http://www.orbitgt.com). Products may include a specific EULA statement that supersedes or complements this EULA. This document may appear either as independent document or as addendum to an Agreement.

This Orbit GT EULA is an End-User license-to-use and is valid from date of signing this document, from date of software installation or from online acceptance of these terms.

ACCEPTING THIS EULA SIGNIFIES THAT THE END USER ENTERS A LEGALLY BINDING AGREEMENT. BY INSTALLING AND USING THE SOFTWARE, THE END USER EXPLICITLY ACCEPTS THIS EULA. BY ACCEPTING, THE END USER REPRESENTS THAT HE HAS READ, UNDERSTANDS AND AGREES TO ALL OF THE TERMS OF THIS EULA.

## 1. Master License Agreement (MLA)

ATTENTION: THIS IS A LICENSE, NOT A SALE. THIS PRODUCT IS PROVIDED UNDER THE FOLLOWING LICENSE AGREEMENT AND ALL APPLICABLE ADDENDA ("LICENSE"), WHICH DEFINES WHAT YOU MAY DO WITH THE PRODUCT AND CONTAIN LIMITATIONS ON WARRANTIES AND/OR REMEDIES. ORBIT GT IS WILLING TO LICENSE THE SOFTWARE AND/OR DOCUMENTATION TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS CAREFULLY.

THE USE OF THIS SOFTWARE AND/OR DOCUMENTATION AUTOMATICALLY AND IMMEDIATELY IMPLIES THE ACCEPTANCE OF THIS LICENSE AGREEMENT. IF YOU DISAGREE WITH ANY TERM IN THIS LICENSE, YOU ARE NOT PERMITTED TO USE THIS SOFTWARE OR DOCUMENTATION, AND SHOULD IMMEDIATELY DISCONTINUE INSTALLATION, STOP USING THE SOFTWARE AND REMOVE THE SOFTWARE FROM YOUR SYSTEM.

### 1.1. Conditions

#### 1.1.1. General

**Nature** - ORBIT GEOSPATIAL TECHNOLOGIES ("Orbit GT") grants the licensee temporarily use of the software for which a license was purchased. This does not license the sale of the software but only provides the right to use the software. This right can be exercised only after receipt of payment of all outstanding invoices both in principal and accessories. This use is implicitly granted to the user at the time that Orbit GT notifies the licensee with an access code in relation to the license. Each update and upgrade of the software shall also be deemed "Software" and is considered subject to this license.

**Term** - The license of the software is valid until expiration and in case of a perpetual license or in case of an annually renewed license, lasts at the latest until expressly terminated, which can only be validly done by email or registered letter three months prior to the anniversary of the license.

**IP** - All property and rights of industrial and intellectual property of the software exclusively belongs to Orbit GT or its licensors. This license is not exclusive and is not transferable to third parties. It is also forbidden to rent, lease or lend the software.

**Audit** - At all time on reasonable notice to End User, Orbit GT has the right to access all required IT-installations of the End User to check for conformity with the obtained licenses and the amount of users using the software. The End User will provide full cooperation and explicitly agrees to comply with any request from Orbit GT in this matter; for example by supplying –when required- login and password to access relevant hardware and/or installations to enable Orbit GT or its Audit Representative (Partner, Reseller or Legal representative body) to execute this audit.

#### 1.1.2. Conditions to use

The End User may not alter the software. The End User can only perform acts to safeguard the purchased licenses. The End User is solely responsible for the consequences of damage to or loss of the software. The use of illegal licenses is prohibited and considered as an offense. In the event of theft of the license or activation key, or if the End User suspects any improper or illegal usage of his license outside of his control, End User must promptly notify Orbit GT of such occurrence.

The supplied software may be used only as expressly permitted in these license conditions. The End User must comply with any technical limitations of the software so that it can and may only be used for which this has been intended and designed.

It is not permitted to bypass technical limitations in the software; to reverse engineer, decompile or disassemble, except and only to the extent that, despite this limitation, this is expressly permitted by Orbit GT; make more copies of the software as is permitted; publish the software enabling End User or others to copy; to rent, lease or lend; transfer the software or this agreement to any third party, or use the software in commercial hosting services. (this list is not exhaustive) The user is allowed to make one backup of the software. This backup may only be used to reinstall the software.

For Cloud based software (SaaS or WebApps), equal terms are valid except that no physical backup of the software is allowed.

Orbit GT is in no way liable or responsible and cannot be held liable for the use of this proprietary software by the user in conjunction with other software, and whereby the user would be violating the license conditions of such other software.

### 1.1.3. Intellectual Rights

The software is protected by copyright. All intellectual rights to the software, economic and moral, shall remain the sole property of Orbit GT or its licensors. In any case, the End User only acquires a right of use (a license) for the software, which is limited in time, and which is non-transferable and not in any way exclusive. The End User shall not under any circumstances acquire any copyright; only a right of use. The End User shall not have the right to modify, copy or distribute the software in any way. The End User can only perform actions to safeguard the licenses purchased. The End User himself shall be liable for any consequences due to the loss of or damage to the software. Any form of copyleft is expressly excluded. The use of illegal licenses is punishable by law. Only the terms of Orbit GT apply. The terms of any open source license are expressly excluded (for instance: GNU, GPL, Apache, Mozilla, MPL, etc. – list is not exhaustive). Any infringement will be prosecuted.

### 1.1.4. Amendments

Orbit GT can unilaterally modify this MLA at any time by posting an amendment and/or modification on the corporate website, located at [www.orbitgt.com](http://www.orbitgt.com). Amendments and modifications take effect immediately upon posting. Since Orbit GT may not be able to notify the End User in regard to amendments or modifications, the End User agrees to periodically check the Orbit GT website for changes.

## 1.2. General License Agreement

The license granted is an agreement. The user agrees with the terms of this agreement by the single act of installation or use. The product can only be installed on one single user PC or equivalent equipment, not assessable in any way, directly or indirectly, by other users or other equipment, unless explicitly permitted by Orbit GT.

The product may not, in any case, be copied or published. Any reverse-engineering, change, translation, reproduction or distribution, even from the result(s) of the use is forbidden.

The owner of the license is obliged to proof the legality of the use in any circumstance on the basis of a registration, or any other material of evidence to prove the ownership of the license. The license is strictly personal and not transferable.

In case of violation of the terms and conditions of the license the licensee will lose any right to use the software and/or information and will due a compensation for the illegal use or possession of the software and information without prejudice for all other legal sanctions.

The software is delivered as-is and Orbit GT or manufacturer is not responsible for bugs, errors or malfunction. If the digital medium is not usable due to material shortcoming it will be replaced, if returned within 7 days after delivery, by an equivalent medium containing the same software and/or information purchased if still available. No other warranty or responsibility will be accepted. Any indemnification or compensation by the licensor or manufacturer will be limited to the price of the license paid by the licensee.

Orbit GT is entitled to stop, cancel, pause or permanently remove a license when the End User does not comply to either (1) the conditions set forth in the EULA or (2) the required payments in relation to the right of use of the license.

In Cloud-based applications (SaaS or WebApps) the right of use or access to the online application(s) will be subject to timely payments and the conditions set forth by the Cloud-based Application through it's terms of use.

### 1.3. Copyright

Orbit, Orbit GT, Orbit GeoSpatial Technologies, Orbit Mobile Mapping, Orbit Oblique Mapping, Orbit UAS Mapping, Orbit Indoor Mapping, Orbit 3D Mapping, Mobile Mapping Publisher, Oblique Publisher, PanoViewer, PanoPower, PanoSurvey, Content Manager, Asset Inventory, Feature Production, Feature Extraction Basic, Feature Extraction Standard, Feature Extraction Pro, Blur & Erase, Blur & Erase QC, Blur & Erase Production, Orbit GIS, Orbit Strabo, Everything Mobile Mapping, Everything 3D Mapping, 3D Mapping Cloud, 3DMapping.Cloud, Publisher SDK, etc. are products and/or trademarks of Orbit GeoSpatial Technologies NV protected by copyright, and are (registered) trademarks of Orbit GT NV, registered in Europe and certain other countries; registration is pending in certain other countries. JAVA is a trademark of Oracle in the USA and in other countries. Copyright of libraries, dll's and other third party software embedded in Orbit GT products are owned by respective third parties. Orbit products and the Orbit engine are property of Orbit GT NV. Reproduction, partly or as a whole, is prohibited in any possible way, except by prior written permission by Orbit GT NV or stated explicitly in an overruling document.

(c) Orbit GeoSpatial Technologies NV, 1996-2017.

Portions of this software are copyright (c) 1995-1999 LizardTech, Inc. All Rights Reserved. MrSID is protected by U.S. Patent No. 5,710,835. Foreign Patents Pending. The U.S. government has reserved rights in the LizardTech technology. For more information see [www.lizardtech.com](http://www.lizardtech.com). Explicit warning: This computer program is protected by Belgian and European copyright law and applicable international laws, treaties, and/or conventions. Unauthorized reproduction or distribution of this program, or any portion of it, may result in civil and/or criminal penalties, and will be prosecuted to the maximum extent possible under the law. The Orbit Engine comes with the Orbit GT NV implementation of LizardTech's MrSID Decoder SDK. End users are not permitted to alter this implementation. Implementation of the Orbit Resource Driver API is done at the sole risk and responsibility of the developer. In no way will Orbit GT be liable for any issue concerning the implementation of Orbit API's by third parties. Licensee and third parties are prohibited from segmenting the MrSID Decoder SDK out of the Orbit Engine. Portions of this software incorporating MrSID functionality are provided under license from LizardTech, Inc. The MrSID software is protected by United States Copyright Law and International Treaty provisions and by U.S. Patent No. 5,710,835. Foreign patents are pending. Some of the MrSID technology was developed through a project at the Los Alamos National Laboratory (LANL) funded by the U.S. Government, managed under contract by the Regents of the University of California (University). The U.S. Government and the University have reserved rights in the Technology, including the following: (a) the U.S. Government has a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on behalf of the United States, inventions covered by the University's Patent Rights, and has other rights under 35 U.S.C. § 200-212 and applicable implementing regulations and under the U.S. Department of Energy (DOE) Assignment and Confirmatory License through which the DOE's rights in the Technology were assigned to the University; (b) Under 35 U.S.C. § 203, the DOE has the right to require LizardTech to grant a non-exclusive, partially exclusive or exclusive license under U.S. Patent No. 5,710,835 in any field of use to a responsible applicant(s) upon terms reasonable under the circumstances, if LizardTech does not adequately attempt to commercialize the MrSID Technology. See, 37 CFR 401.6; (c) The University makes no warranty or representation as to the validity or scope of Patent No. 5,710,835, and neither the Government nor the University have any obligation to furnish any know-how, technical assistance, or technical data in connection with MrSID software. For further information about these provisions, contact LizardTech, 821 Second Ave., Suite 1800, Seattle, WA 98104.

### 1.4. Use of SDK's and API's

Orbit GT SDKs (Software Development Kits) and APIs (Application Programmer Interfaces) are made available to third parties or End Users AS IS. Third parties nor End User can ever claim any right, copyright nor Intellectual Property rights in relation to Orbit GT SDKs or APIs.

Only the terms and conditions of Orbit GT apply. The terms of any open source license are expressly excluded (for instance: GNU, GPL, Apache, Mozilla, MPL, etc. – list is not exhaustive). Orbit GT terms and conditions always supersede any other terms and conditions.

The use and development based on an SDK or API of Orbit GT can in no way affect the exclusive applicability of the terms of the license agreement of Orbit GT and the use of any Orbit software, SDK, API, etc. automatically overrules and excludes any other condition of a host or any other licensor within the scope of the product based on the Orbit GT SDK or API. Any infringement will be prosecuted. Independent developers may only state additional conditions in relation to the product developed using any of Orbit GT's SDKs or APIs, and must include the Orbit GT terms and conditions in their end product.

## 2. Master Service Agreement (MSA)

This chapter describes the Maintenance and Services in relation to Orbit GT software products.

These conditions apply to all relationships with Orbit GT, except when in writing and expressly provided otherwise. This MSA applies to all end users and also to Partners, Resellers, System Integrators, and other partner organizations and end users (not exhaustive), who are hereafter all referred to as 'the End User'.

This document describes the general software maintenance and support services that Orbit GT engages in when End User pays the according fees.

## 2.1. Maintenance

Maintenance relates to the software upgrades and patches that are optional or included in a sale :

- a Purchase includes 1 year of Maintenance.
- an Upgrade includes 1 year of Maintenance.
- Maintenance can be prolonged after this 1 year is expired according to the applicable terms and conditions (explicit order required).

2.1.1 The following elements are included in the Maintenance :

- Provision of bugfixes.
- The availability of 'Minor' upgrades.
- Access to (applicable parts of) the Orbit University and online documentation (knowledge base).

2.1.2 The following elements are not included in the Maintenance:

- Training, consultancy, project management, etc., either on premises, on site or online.
- Initial installation, installing upgrades or bug fixes or any other technical intervention.
- Any Support activity.
- Travel, accommodation and any associated costs.
- Execution of work or services other than related to the proper functioning of the software.
- Any support that does not have a direct relationship with the Orbit GT products (operating system issues, network issues).
- Support for new products or extensions that are not part of the purchased licenses.
- Interventions in relation to third party software or hardware.
- Onsite support.
- 24/7 support.
- Interventions that result from natural disasters, lightning and other electrical interference, fire or water damage, accidents, negligence, inappropriate use, strikes, riots, force majeure, and any circumstances outside the control of Orbit GT. Also malfunction or inferior performance of the IT systems of the End User causing Orbit GT software to underperform, is not at charge of Orbit GT.

2.1.3. Only Orbit GT shall decide when a new version constitutes a 'minor' or a 'major' upgrade, and which type of upgrade is covered by the relevant maintenance arrangement. In principle, MSA shall contain nothing more and nothing less than the minor upgrades. Orbit GT is entitled to charge an upgrade price for major upgrades.

2.1.4. Orbit GT shall not be obliged to offer upgrades other than those from the most recent to the latest version. If the End User for some reason has not complied with this MSA, End User's product is exempt from the Maintenance, and/or if End User uses an older software version, the End User may be obliged to purchase the complete new version.

2.1.5. The availability of new releases does not in any way oblige Orbit GT to install them for the End User. If the End User requires an investigation, installation and/or configuration on site, this shall be subject to a quotation. If a new release gives rise to new training courses, the End User can attend such training subject to payment. Orbit GT shall not in any way be obliged to supply these training courses or any other guidance for upgrades within this MSA (see Support chapter).

2.1.6. For software versions older than current and latest, Orbit GT shall only endeavour to provide a diagnosis; Orbit GT cannot be forced to offer a solution for older versions. Upgrading to the latest version shall be necessary and shall be invoiced if applicable.

2.1.7. Software enhancements and bug fixes are only delivered for next versions as upgrade from the latest version unless Orbit GT decides to provide an intermediate bugfix release.

2.1.8. End Users can post a feature request or feature enhancement request to Orbit GT's support or product management team. However, Orbit GT is never obliged to implement these requests. Implementation of features and functionalities is done at the sole judgement of Orbit GT

2.1.9. An upgrade roadmap will only be available for Authorized Partners and Authorized Resellers. Once an upgrade is made available, release notes will be posted on the Orbit website and/or Knowledge Base.

2.1.10. After the Maintenance period expires, End User will no longer be able to access software updates, including security patches. Renewing the Maintenance is done purely at End User's discretion, and needs to be renewed in advance of Maintenance period expiration to ensure uninterrupted access to software and security updates.

2.1.11. If Purchased, End User can continue to use the software after the active Maintenance period expires. However, software maintenance renewals commence from the expiration of the last active software maintenance period.

## 2.2. Support and Service Tickets

Support relates to the services that are included in a sale or optional :

- a Purchase includes 4 Service Tickets (Startup Support).
- Other and Ad hoc support can be obtained via pre-purchased Service Tickets.

2.2.1 The following elements are included in Support via Service Tickets :

- The provision of user support.
- The provision of technical support for implementation and configuration assistance, upgrade assistance, post-implementation product issues.
- Support (email, skype, remote administration and/or phone) is provided during CET working hours as stated on the Orbit GT website.

A Service Ticket is defined as assistance with one issue, problem, or question relating to the use or installation of an Orbit GT product, regardless of the number of communications required.

2.2.2 The following elements are not included in Support via Service Tickets:

- Training, consultancy, project management, etc., either on premises, on site or online.
- Installing upgrades or bug fixes or any other technical intervention.
- Travel, accommodation and any associated costs.
- Execution of work or services other than related to the proper functioning of the software.
- Any support that does not have a direct relationship with the Orbit GT products (operating system issues, network issues).
- Support for new products or extensions that are not part of the purchased licenses.
- Interventions in relation to third party software or hardware.
- Onsite support.
- 24/7 support.
- Development requests, including custom code development or support for non-certified third party plugins.
- Database integrity or database performance issues, including tuning and optimization of the database.
- Network topology or environment issues.
- Application server issues not directly related to the Orbit product implementation, configuration or operation.
- Service requests or issues referred via forums.
- Hosting issues or related performance issues.
- Any hardware related issue, either desktop, server, network or other.
- Interventions that result from natural disasters, lightning and other electrical interference, fire or water damage, accidents, negligence, inappropriate use, strikes, riots, force majeure, and any circumstances outside the control of Orbit GT. Also malfunction or inferior performance of the IT systems of the End User causing Orbit GT software to underperform, is not at charge of Orbit GT.

2.2.3. The End User can only obtain support for software for which he holds a valid user license.

2.2.4 Support shall only be made available to qualified users of the software product, i.e. to persons who are duly trained and who have kept fully up-to-date with the use of the product as stated in 2.2.5. Orbit GT shall provide this support in English only. Support services cannot be a substitute for user training.

2.2.5. The Support services shall only be supplied for the current version and the immediately preceding version. An upgrade to the latest version may be necessary, without the End User having any entitlement to it.

2.2.6. Support services to software in network environments can only be commenced subject to a duly signed purchase order. Orbit GT cannot under any circumstances be held responsible or liable for any problem relating to the computer networks and/or other communication and/or IT systems.

2.2.7. The End User shall appoint a competent person to communicate with the Orbit GT support team. This person must be suitably qualified and must be properly trained in Orbit GT software operation by an Orbit GT Authorized Trainer. Other persons may be refused Support, regardless of the type of maintenance arrangement or other support agreement that may be in effect.

2.2.8. Each Support Request will be registered as a Service Ticket. Handling of the support request is included in Startup Support only if the request meets one of the following criteria :

- request is in relation to a bug or malfunction of the software.
- request is in relation to normal operation or configuration of the software.

In all other situations, the support requests will be invoiced as Service Tickets to the requester.

2.2.9. In order to be eligible for Support by Orbit GT, the Orbit GT software at End User's site needs to be administered by trained and qualified personnel. Services in relation to software setup, configurations, preferences and other technical issues may be subject to invoice if administered by non-trained personnel.

## 2.3. Maintenance and Support regarding hardware and 3rd party products

2.3.1. Hardware support for peripheral equipment supplied with the software can only be obtained from the hardware manufacturer. Orbit GT shall not be responsible or liable for the correct operation of the hardware.

2.3.2. Support, maintenance and upgrades of 3rd party products is solely the responsibility of those 3rd parties. Orbit GT is not responsible for its proper operation, nor for problem solving, upgrades or any other matters in relation to these products, nor in relation to any link between Orbit GT products and 3rd party products.

2.3.3. As far as 3rd party tools are embedded in Orbit GT software (e.g. format drivers) , Orbit GT will only be responsible for the embedding of these tools. Upgrades of the Orbit software may or may not include upgrades of these tools. Upgrades of these tools provided by the manufacturer may require an upgrade of the Orbit product.

## 2.4. General Conditions for Maintenance and Support

2.4.1. Shall be excluded from this MSA: interventions caused by natural disasters, lightning and other electrical failures, fire or water damage, accidents, negligence, inappropriate use, strikes, riots, force majeure, as well as any circumstances beyond the control of Orbit GT. Orbit GT can never be held responsible or liable for any costs arising from the erroneous operation of the End User's ICT systems, which may in turn cause the Orbit GT software to operate less efficiently.

2.4.2. After Purchase by End User, Maintenance shall be valid for one year. End User can choose to continue Maintenance, upon which the Maintenance will continue on a year-per-year basis, and shall automatically be extended by that same period subject to payment of the Maintenance renewal fee. The End User can, however, cancel this yearly Maintenance agreement providing he gives notice in writing 90 days prior to the expiry date. Maintenance renewals commence from the expiration of the last active software maintenance period.

2.4.3. As far as the management of systems, networks and databases is concerned, the End User shall be obliged to take back-ups, organise the security (e.g. against misuse, failures, etc.) and Orbit GT shall under no circumstances be liable for any loss of or damage to data or the operation of the systems supplied. The End User shall be required to fulfil these duties with full knowledge of the facts.

2.4.4. This MSA is subject to the general sales conditions of Orbit GT and to the general license conditions (MLA) of the Orbit GT software.

2.4.5. Accepting this MSA signifies that the End User enters a legally binding agreement. By purchasing, installing and using the software, the End User explicitly accepts this MSA. By accepting, the End User represents that he has read, understands and agrees to all of the terms of this MSA.

## 2.5. Orbit GT Services

2.5.1. The Orbit GT 3D Mapping Cloud is built upon Microsoft Azure. All uptime, backup and redundancy services are according to Microsoft Azure offerings. Conditions are subject to a separate agreement to be signed by parties involved.

2.5.2 The Orbit GT Detection Service for face and license plate detection : services are provided as is. Orbit GT does not accept any responsibility regarding privacy or other data security requirements, nor does any of its subcontractors. Further conditions are subject to a separate agreement to be signed by parties involved.

## 3. Orbit GT General Sales Conditions

These terms and conditions shall govern all of the relationships with Orbit GT, except if expressly agreed otherwise in writing. They shall also apply to Partners, Resellers, System Integrators, sub-dealers, other partner organisations and end users (non-exhaustive summary), who are hereafter all referred to as 'the End User'.

### 3.1. Deliveries

Orbit GT shall only enter into a commitment following an express and written order from the End User and following the express confirmation of the order. The delivery details shall always be approximate. The End User shall not under any circumstances hold

Orbit GT liable for non-compliance with delivery dates, nor for any resulting costs. The goods shall be transported at the cost and risk of the End User; any comments concerning deliveries shall have to be made to the address of the transport company, if any. Orbit GT cannot be held responsible for deliveries that are not conform if this is not reported to Orbit GT timely and in writing.

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

### 3.2. Payments

All Orbit GT invoices are payable in cash. Any variation regarding payment can only be agreed in writing. Discounts shall not be permitted in principle, not even for payment in cash. Contractual maintenance services shall always be invoiced in advance; other services shall be invoiced upon delivery of the service, unless the quotation states otherwise.

Upon expiry of the invoice due date, the invoice shall ipso jure and without any prior notification of default become subject to late payment interest payable at a rate of 12% per annum as well as fixed compensation amounting to 15% of the invoice amount with a minimum of 250.00 euros. Exceptions can be negotiated with your Orbit GT Account Manager, e.g. in relation to tender conditions.

For recurrent fees such as Cloud Services, failure of timely payment may result in license interruption.

Orders including both software products and services, and delivery schedule is different for various items, items will be invoiced when delivered and due according to payment standards.

Payments are to be paid in the currency used in the Invoice.

### 3.3. Complaints

Any disputes relating to invoices shall have to be raised in writing within 48 hours from receipt of the invoice and at the latest within 8 days from dispatch, and if not, the invoice shall be accepted irrevocably. Complaints about goods or services need to be protested within 48 hours of notice and latest within 8 days after delivery in writing.

### 3.4. Retention of Title

Orbit GT shall retain full title of all of the software and hardware supplied until the relevant invoices have been paid in full. Payment shall mean: the principal sum, but possibly also any interest, damages and any other compensation that may be due. All software delivered remains the sole property of Orbit GT at any time. The End User can only obtain a temporary non-exclusive right to use the software (license).

### 3.5. Pricing

The prices in our quotations are always free of any obligation and are provided for information purposes. Orbit GT declines any responsibility for material errors or for any price changes. Prices may change at any time, without prior notification.

The software prices only cover the software license. Any additional service, such as delivery, interventions, upgrades, education and support shall always be subject to a quotation and shall only be performed subject to a duly signed purchase order.

Only if expressly stated prices shall remain fixed for the stated term, and this term shall never exceed a period of 45 days, and the term can only be extended in writing. However, a price increase does entitle the user to cancel the agreement within a period of 1 month after the price increase has been communicated by Orbit GT, except in the case of a price-index-linked price increase.

If necessary, Orbit GT can at all times amend the terms and conditions that are stated in the quotations, without having to provide any reason or explanation, and without incurring any liability for any loss or damage that might result from this.

Intermediaries, representatives, consultants, engineers or personnel shall not be entitled to make any commitment on behalf of Orbit GT. Any quotations that may be issued by them must always be confirmed by an authorised representative of Orbit GT.

All prices are listed exclusive of any form of taxation, VAT, import or export duties, environmental and other contributions or levies, currency conversion, banking, online payment - and wire transfer costs, which shall always be borne by the End User. All prices relating to annual payments or to services that may be applied at a later date, or any recurrent prices such as yearly Maintenance costs or Cloud Service costs, may be amended 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> ).

The hardware prices may vary, even though subject to the validity of the quotation. The composition of the hardware may be reviewed throughout the term of a quotation in order to achieve the best possible purchase price or other alternative at that time. In



any case, Orbit GT can never be held liable for possible compulsory amendments to the hardware models quoted, for example, as a result of any modifications introduced by the manufacturer or the supplier.

Prices are expressed in EURO (€) and/or in USD (\$). Any quotation in other currencies is only indicative and does not bind Orbit GT in any way, except explicitly stated. Payments in other currencies will be refused and conversion and other costs are at the cost of End User. Only Orbit GT can agree to operate with End User in another currency, which requires to be stated and agreed upon prior to any action, and in which case currency conversion is at Orbit GT's cost and a fixed pricing will be determined in that currency.

### 3.6. Guarantee / Liability

Software: Orbit GT cannot be held liable for any defects in the software supplied by them nor for any direct, indirect or incidental loss or damage, or for any consequential loss or damage in connection with the performance or use of the product. Orbit GT can never be held liable for any loss of profit. Orbit GT cannot be held liable for support, performance, compliance, or any other defects from third-party (online) services.

Orbit GT General Conditions, Sales conditions, MLA, and MSA shall remain in place regardless conditions implied by any Orbit GT Authorized Reseller or Partner upon End User.

The following interventions shall not be covered by this guarantee and shall be subject to invoicing: Interventions due to erroneous use or operation; unjustified calls; repairs or modifications to hardware or software by third parties or by the End User himself which are not authorised or permitted by Orbit GT; Loss or damage to the software supplied by Orbit caused by other products, loss or damage to the operation, installation or configurations of Orbit GT products caused by the actions of third parties.

Hardware : Any hardware supplied by Orbit GT shall only be covered by the manufacturer's guarantees of the products. Orbit GT can never be held liable for any defects to products supplied by a manufacturer. Any costs incurred by defects to these products can never be claimed back from Orbit GT. Any services which Orbit GT may possibly have to supply to resolve problems caused by such defects shall be invoiced at the prevailing daily rate for technical services.

### 3.7. Governing Law

In any contractual relation with Orbit GT, any contact prior to a contract with Orbit GT, including this Agreement, any Sale, License-To-Use, Support, Maintenance, etc., the General Sales Condition of Orbit GT apply and all the rights and obligations of the parties shall be exclusively construed, governed and enforced in accordance with Belgian Law and can only be interpreted exclusively according to Belgian law. Only the territorially competent Belgian courts, according to Belgian law, of the registered office of Orbit GT shall have exclusive jurisdiction with the explicit exclusion of any other court.

## 4. 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.

"**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.

### 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).

"**Educated**" or "**Qualified**" users are those individuals that have successfully completed a training in relation to the subject for which they wish to receive support.

### 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.