



ORBIT GeoSpatial Technologies Sales Models

Version of September 30th, 2017

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Products Version 18.0

*From above date on, all previously existing sales models expire and are replaced by the ones stated in this document.
The sales models in this document are the only valid until the publication of a new sales models document.*

Orbit GT Sales Models

This document may appear either as independent document or as addendum to an Agreement.

These are the Sales Models in short :

- **Purchase**, includes 1 year Maintenance + Startup Support, permanent license.
 - Applicable to all desktop, server and on-premises products
 - Option : Purchase with yearly **Maintenance**, starting from year 2.
 - Option : In absence of Maintenance, customer can update with an **Upgrade** price, again including 1 year maintenance.
- **SaaS** or Software as a Service :
 - Applicable to all Cloud-based products
 - Based on a fixed fee for a number of Named Users (=“Plan) and optional add-ons
 - All services are paid upfront per month or per year
 - Customer requirements are dynamically adjustable
 - Fee includes all upgrades and maintenance
 - Fee includes hardware and IT (excludes tailoring)
 - Further Sales information about 3D Mapping Cloud and according products, see www.3dmapping.cloud and the Reseller Zone online documentation.

1. The Purchase model

Purchase means :

- A Purchase is a direct buy of the software according to the list price.
- A Purchase includes 1 year Maintenance + Startup Support (see below).
- The Software License is permanent, but Maintenance ends after 1 year
- To ensure updates of the software, the customer has 2 options :
 - A Purchase can be followed by yearly Maintenance, must be ordered *before end of year 1*.
 - A Purchase can be followed with Upgrade which includes 1 year of maintenance, must be ordered *before end of year 3*.

1.1. Definition of Maintenance

Maintenance, included in a purchase means :

- The Customer has Purchased a product in which a 1 year Maintenance + Startup Support formula is included.
- Maintenance includes the right to receive upgrades of the software, bug fixes, patches and more. See MSA (Master Service Agreement). It does not include installations nor training.

Maintenance, continued afterwards, means :

- Precondition : The Customer has purchased the product, and the Maintenance option has been ordered before the expiry of the inclusive 1 year Maintenance + Startup Support.
- Once the Maintenance option is ordered, Maintenance is automatically extended year per year until the customer cancels.
- Maintenance will be invoiced upfront, i.e. before start of the year at hand.
- Maintenance includes the right to receive upgrades of the software, bug fixes, patches and more. See MSA (Master Service Agreement). It does not include installations nor training.

1.2. Definition of Startup Support

Support means :

- The Customer has purchased a product in which a 1 year Maintenance + Startup Support formula is included.
- Startup Support includes free access to the Online Knowledge Base and in case of a first Orbit product purchase 4 free Service Tickets, which you can use for your requests.
- Startup Support is not included when the Customer purchases either of these products : any 3DM Plugin, any 3DM Feature Extraction upgrades or crossgrades, any 3DM Publisher upgrades or crossgrades, any supplementary Client to a 3DM Client/Server setup.
- Support Tickets can be used for any support as described in the MSA (Master Service Agreement).
- Supplementary Service Tickets can be obtained by purchase.
- Supplementary Service Tickets need to be purchased before requesting the service.

1.3. Definition of Upgrade

Upgrade means :

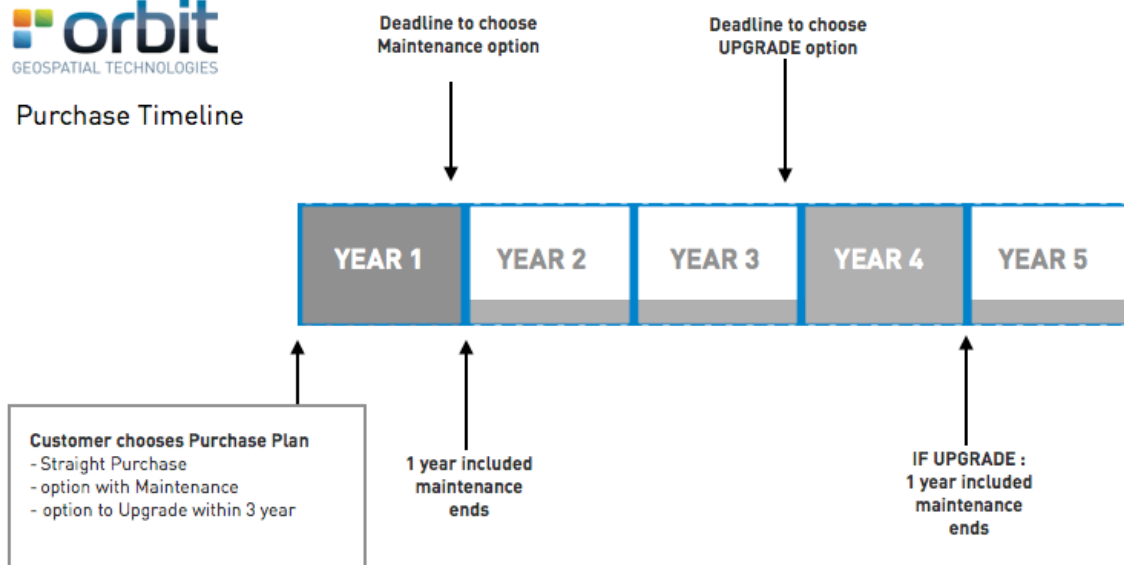
- Precondition : The Customer has purchased the same product before, and the included 1 year Maintenance + Startup Support has expired.
- Customer gets a discount on the normal Purchase price to upgrade to latest version as follows :
 - Discount is available only when ordered *within 3 years after initial Purchase*.
 - Standard discount price is 25% upon standard Purchase Price *at that time*. Prices given today are only indicative.
- The Upgrade includes 1 year maintenance. It does not include installations, training or other support.

These Purchase formulas are applicable to :

- Applicable Products : **All Desktop and Server products**
- Purchase Price : 100% of the List Price.
- Upgrade Price : 75% of the List Price at that time.
- Maintenance per year : 15% of the current List Price, per year, from year 2 onwards.



Purchase Timeline



2. Maintenance, Support, Training and Consultancy

Below is a shortlist of the Master Service Agreement, part of the overall End User License Agreement. Do read the MSA for full understanding of the conditions.

2.1. Maintenance Arrangements

Orbit GT Maintenance includes the following:

- all software upgrades.
- access to the online Orbit GT Knowledge Base.
- fixing of bugs in the software.

Orbit GT Maintenance does not include:

- training, installations.
- consultancy.
- support, either online or onsite.
- support that does not directly relate to the proper operation of the Orbit GT software.
- support for the platform or operating system in use.
- 24/7 support.
- new software or extensions to products listed Orbit GT products.
- any other service that is not listed in the MSA.

2.2. Support Conditions

To be eligible for support, a user must have received a proper training as in following examples :

- for a 3DM Content Manager or 3DM Feature Extraction Standard stand-alone version : a 3-day training.
- for a full startup support on 3DM Content Manager and 3DM Feature Extraction Standard : 5 days.
- for a 3DM Feature Extraction Standard client-server setup : 5 day setup package.
- for other 3DM Feature Extraction tools : 1 day each.
- for a 3DM Publisher : 1 day training.
- for a 3DM train-the-trainer program : 5 days.

- trainees are considered to have prior proper knowledge of 3D Mapping and GIS. For 3DM Content Manager trainings, customer example data should be available and proper knowledge of it should be in place.

2.3. Training and Consultancy

Trainings can be provided for the use of the Orbit software at a given fee.

Training is required to all and any user that would receive support from Orbit GT : support may be refused to untrained persons.

Consultancy is not included in any maintenance, support or service arrangement.

All support, service, training and consultancy will be in English only.