



ORBIT GeoSpatial Technologies

End User License Agreement

General Conditions, MLA, MSA

Version of October, 2018 - Products Version 19.x

*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, hereinafter the "**Agreement**"), consisting out of (1) Orbit GT Master License Agreement (MLA) , (2) the Orbit GT Master Services 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. Products may include a specific EULA statement that supersedes or complements this Agreement. 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 in relation to the Orbit GT software product(s) (in object form) for which a license was purchased (hereinafter the "**Software**") and is valid from date of signing this document, from date of Software installation or from online acceptance of these terms. For the purposes of this Agreement "Software" will also include any updates to such Software product made available to the Customer and End User as part of the Services. Unless otherwise noted, the Software and Documentation are referred to collectively herein as "**Software**".

For the purposes of this Agreement, the person or entity that purchased the license in relation to the Software is the "**Customer**", and the end-user of the Software is the "**End User**".

Any orders for the Software or for Software-related services are made subject to the terms of this Agreement. The Customer shall ensure that it maintains and makes available to Orbit GT at all times a complete list of all End Users. The Customer shall actively enforce this Agreement. The Customer shall be jointly and severally liable with any End User in the event of (alleged) non-compliance by such End User with this Agreement. The Customer acknowledges that the termination by Orbit GT, in accordance with the terms of this Agreement, of any End User's right to use the Software for violation by such End User of this Agreement shall not give rise to any reduction in the applicable license fees, reimbursement of any license fees or any other indemnity.

ACCEPTING THIS AGREEMENT SIGNIFIES THAT THE END USER ENTERS A LEGALLY BINDING AGREEMENT. BY INSTALLING AND/OR USING THE SOFTWARE, THE END USER EXPLICITLY ACCEPTS THIS AGREEMENT. BY ACCEPTING, THE END USER REPRESENTS THAT HE HAS READ, UNDERSTANDS AND AGREES TO ALL OF THE TERMS OF THIS AGREEMENT. IF YOU AS END USER DISAGREE WITH ANY TERM IN THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THIS SOFTWARE OR DOCUMENTATION, AND SHOULD IMMEDIATELY DISCONTINUE INSTALLATION AND/OR USE OF THE SOFTWARE (AND, FOR LOCALLY INSTALLED SOFTWARE, REMOVE THE SOFTWARE FROM YOUR SYSTEM).

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, WHICH DEFINES WHAT YOU AS END USER 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.

1.1. License

ORBIT GEOSPATIAL TECHNOLOGIES ("**Orbit GT**") grants the End User the limited, non-exclusive, non-transferable and non-sub-licensable right to use the software for which a license was purchased, for the duration set out hereunder (hereinafter the "**License**"). The License is limited to the right for the End User to use the Software for the Customer's own, internal purposes, and does not include the right to sell, rent, lease, lend, copy, distribute, translate, modify or disclose the Software, except as explicitly set out herein. Each update and upgrade of the Software shall also be deemed "Software" and is considered subject to the License.

1.2. Duration & termination

The License is valid as from notification by Orbit GT to the End User or Customer of an access code in relation to the Software and will remain in force for the duration set out in the Software order, unless terminated earlier by either party or automatically, in accordance with the provisions hereunder. Except as otherwise provided in the Orbit GT General Sales and Conditions (see section 3 hereunder), the granting of such License is subject to prior payment by the Customer of the applicable License fees as well as any accessories and receipt thereof by Orbit GT.

If granted for a fixed term, the License will, unless otherwise indicated in the Software order, be renewed automatically for successive periods of a same duration, save in the event of a notice of non-renewal given by e-mail or registered letter by the

Customer to Orbit GT at the latest three (3) months prior to the end of the then current term. Any renewal of the License is subject to prior payment by the Customer of the applicable license fees as well as any accessories. For Software provided as a service (SaaS), notice of termination by the Customer must be given using the online self-service tools made available to this effect. Pre-paid licenses and SaaS products can never be terminated by the customer before their end date and pre paid license fees or SaaS products will not be refunded, even if the notice of non-renewal is given before the first use of the product or is given earlier than necessary.

Orbit GT shall be entitled to suspend or terminate the License at any time, without indemnity, without the prior intervention of a court and without other notice, in the event of material or repeated breach by the End User of any provision of the License or in the event of non-payment by the Customer of the License fees.

1.3. Intellectual property rights

All property and rights of industrial and intellectual property of the Software (including but not limited to copyright and database rights) exclusively belongs to Orbit GT or its licensors. The License does not operate any assignment of any kind of Orbit GT's rights in relation to the Software, and the Customer and End User undertake not to seek registration of any rights covering the Software.

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1.4. Audit rights

In the event where the Software is made available locally to the Customer or End User, Orbit GT has the right, at all times on reasonable notice to Customer, to access all required IT installations of the Customer and End User to check for conformity with the obtained Licenses and the number of End Users using the software. The Customer and End User will provide full cooperation and explicitly agree 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.

1.5. Use of the Software

The Customer and End User may not alter the Software. The Customer can only perform acts to safeguard the purchased Licenses, and the End User may only do so in accordance with the Customer's written and documented instructions.

Any granted License or activation keys can only be used for the number of End Users specified by Orbit GT or, in the absence of such indication, for one End User. The use of any illegal License or activation keys, as well as the use of such License or activation keys for a greater number of End Users than the authorised number, are prohibited and considered as a material breach of the License and of this Agreement by the End User and Customer respectively. 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 (or License or activation key) outside of his control, the End User must promptly notify Orbit GT of such occurrence.

The Software may be used only as expressly permitted in the terms of the License and in any applicable terms of use of the Software (including but not limited to any specific terms for Software that is provided in a SaaS manner). 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.

The End User and Customer are 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 the End User, the Customer 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. For the avoidance of doubt, this list is not a comprehensive list of possible breaches of the License.

In the event where the Software is made available locally to the Customer or End User, the Customer is allowed to make only one backup of the Software, irrespective of the number of End Users covered by this Agreement. Such backup may only be used to reinstall the Software. No such backup is permitted in the event of cloud-based Software (e.g. Software-as-a-Service or web applications).

1.6. Modifications to the MLA

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. 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.

1.7. Liability

The End User and the Customer acknowledge that the Software is not made to respond to their needs.

Between the Customer or End User and Orbit GT, Orbit GT shall have no responsibility or liability whatsoever in relation to damage to or loss of the Software, whether direct or indirect (including consequential loss or loss of profit), save to the extent such damage or loss is the direct result of Orbit GT's wilful intent.

Orbit GT shall not have any liability for any damage or loss resulting from the use of the Software in conjunction with other software, or for any violation through the use of the Software of the license terms of such other software.

The End User acknowledges that Orbit GT may incur damage or loss as a result of the use by the End User of the Software in breach of the terms of the License. Orbit GT may hold the End User personally liable for such damage or loss, without prejudice for all other legal sanctions.

The Software is delivered "as is" and, to the maximum extent permitted by law, Orbit GT is not liable towards the End User or the Customer for bugs, errors or malfunction. In the event where the Software is made available locally to the Customer or End User, if the digital medium is not usable due to material shortcomings, Orbit GT shall replace it, if the digital medium is returned to Orbit GT within 7 days after delivery to the Customer, with an equivalent medium containing the same Software. 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 Customer.

Where any data is stored on servers held by Orbit GT or under Orbit GT's control, Orbit GT makes no warranty of completeness of such data as may be updated or modified from time to time, and shall not be liable for or have any obligation whatsoever with respect to, any loss of data that may arise out of the normal provision of the Software, including but not limited to any updates to or maintenance of the Software.

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.

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.

1.8. Use of SDK's and API's

Orbit GT SDKs (Software Development Kits) and APIs (Application Programmer Interfaces) are made available to the Customer and the End User (as well as third parties) "as is". Neither the Customer, the End User or any third parties are entitled to claim any right, copyright or any other intellectual property rights in relation to the Orbit GT SDKs or APIs.

The integration of the Software and/or of the Orbit GT SDKs and/or APIs with other software (or software components) is only permitted to the extent that the terms of the License and any other applicable terms and conditions of Orbit GT are complied with. The integration with any software (or software components) subject to open source license terms (for instance: GNU, GPL, Apache, Mozilla, MPL, etc. – list is not exhaustive) is prohibited, save to the extent that the Orbit GT terms and conditions supersede such other terms and conditions and that no copyleft or other term affects the limitations contained within these License terms or restricts in any way Orbit GT's rights with respect to the Orbit GT SDKs and/or APIs.

The use and development based on an SDK or API of Orbit GT can in no way affect the exclusive applicability of these License terms.

In the event of any contradiction between these License terms and the terms of any software (or software component) with which the Software and/or the Orbit GT SDKs and/or APIs interface or are integrated, these License terms will prevail.

Independent developers may state additional conditions in relation to the product developed using any of Orbit GT's SDKs or APIs, and must include the full Orbit GT End User License Agreement in their end-product.

1.9 Applicability of Orbit GT General Sales Conditions

The Orbit GT General Sales Conditions (in Section 3 of this Agreement) apply to any aspects of the License not explicitly covered in these License terms, including but not limited to any requirements in relation to payments and governing law.

In the event of any contradiction between these License terms and the Orbit GT General Sales Conditions, these License terms will prevail.

2. Master Services Agreement (MSA)

This chapter describes the maintenance and services provided by Orbit GT in relation to the Software, as included within the relevant Software order or as ordered separately (a "**Services order**").

These conditions apply to all Software orders and Services orders, except when in writing and expressly provided otherwise. This MSA applies to all End Users and also to Customers, partners, resellers, system integrators, and other partner organizations. For the purposes of this MSA, "Customer" is to be understood as covering all such parties other than the End User.

For the purposes of this Master Services Agreement:

"**Maintenance**" means the Software upgrades, patches and related services that are optional or included in a Software order or Services order, as described hereunder. Unless otherwise provided in the applicable Software order, any License within the meaning of the Master License Agreement includes one (1) year of Maintenance as from the commencement of the (relevant period of the) License.

"**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 Releases are made public and which features are contained therein.

"**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 18.0 upgrades to 18.1).

"**Patch**" is a minor adjustment to an existing 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 18.x upgrades to 19.0).

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

"**Malfunction**" means any malfunction or other issue affecting the proper use of the Software.

"**Technical Support**" describes those actions by Orbit GT personnel that are in relation with the Software and relate to the installation, basic use, specification and other operational aspects of the Software. Technical Support is intended for both the Customer and the End User to assist solving technical issues with the Software, 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.

"**Bespoke Services**" covers all other actions of Orbit GT personnel in relation to the Software that are not covered as Technical Support.

2.1. Maintenance

2.1.1 The Customer may at any time order an extension of Maintenance for successive periods of one (1) year by way of a Purchase order. Except for SaaS-based Software, Maintenance can be received by the Customer until the Maintenance Expiry Date, which is 1 year after purchase or a subsequent anniversary of that date when Maintenance is ordered.

For the avoidance of doubt, tacit or explicit renewal of a License does not entail the renewal or extension of Maintenance unless specifically requested in the Software or Services order.-

SaaS-based Software includes Maintenance within the License.

2.1.2 Unless otherwise stated in the relevant Software or Services order, the following elements are included in Maintenance :

- Provision of bug fixes in relation to the latest and previous Release.
- The availability of Minor Upgrades (as defined hereunder), at no additional fee.
- Access to (applicable parts of) the Orbit University and online documentation (knowledge base).

2.1.3 Unless otherwise stated in the relevant Software or Services order, the following elements are not included in Maintenance:

- The availability of Major Upgrades (as defined hereunder), at no additional fee.
- Training, consultancy, project management, etc., either on premises, on site or online.
- In the event of locally installed Software: Initial installation, installing upgrades or bug fixes or any other technical intervention.
- Bespoke development services.
- Any Technical 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).
- Technical 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, including but not limited to any malfunction or inferior performance of the IT systems of the End User or Customer causing the Software to underperform.

2.1.4. Orbit GT may decide at its sole discretion whether a new version of the Software constitutes a Minor Upgrade or a Major Upgrade, it being nevertheless understood that any significant changes in functionality or infrastructure of the Software automatically qualify as a Major Upgrade. Orbit GT is entitled to charge an upgrade price for Major Upgrades.

2.1.5. Upon publishing a new Release, Orbit GT shall be under no obligation whatsoever to make available upgrades from versions other than the then most recent (previous) release of the Software. Orbit GT is entitled to require the Customer and End Users (i) with earlier versions of the Software, (ii) in breach of the License terms or (iii) who do not (or no longer) benefit from Maintenance, to pay fees for a purchase rather than upgrade in order to benefit from the newest Release.

2.1.6. In the event of locally installed Software, Orbit GT is under no obligation whatsoever to install new Releases for the Customer and End Users. If the Customer or End User requires an investigation, installation and/or configuration on site, Orbit GT will be entitled to charge such services.

For SaaS Software, Orbit GT shall provide new Releases to the Customer as long as the License remains applicable

If a new Release gives rise to new training courses, Orbit GT will be entitled to charge for attendance by the End User to such training.

2.1.7. Throughout the term of Maintenance, the Customer and End User shall immediately inform Orbit GT of any Malfunction.

2.1.8. For any Malfunction notified by the Customer or End User, through the Orbit GT support ticketing system, that wholly or significantly impairs the normal use of the latest Release or of the previous release of the Software, Orbit GT undertakes to use all commercially reasonable efforts to correct such Malfunction as soon as possible. To the extent where any copies of the Software are locally installed under the Customer or End User's control, Orbit GT shall have the right to request the upgrading of all such copies of the Software further to any reasonable attempt at correction of any Malfunction. Non-compliance with this request frees Orbit GT of any obligation to correct the Malfunction.

2.1.9. Orbit GT shall have no obligation whatsoever in relation to Malfunctions notified in relation to Software releases other than the latest Release and the previous version of the Software. Orbit GT may at its sole discretion provide a diagnosis and solution upon request, subject to the applicability of fees in accordance with the relevant Service order.

2.1.10. The Customer and End User are together solely responsible and liable for the safeguarding of any data stored locally. Prior to upgrading any locally installed version of the Software, the Customer or End User shall back up all relevant data created or stored within the relevant copy of the Software.

2.1.11. 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 discretion of Orbit GT.

2.1.12. Orbit GT may decide at its sole discretion whether to deliver Software enhancements and bug fixes as part of a future release or to release an intermediate bug-fix release.

2.1.13. Orbit GT may make an upgrade roadmap available to authorized partners and authorized resellers. Once an upgrade is made available, Orbit GT will make release notes available to such parties on the Orbit website and/or Knowledge Base.

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

2.1.15. Where permitted by the applicable License terms, the End User may be allowed to use the Software after the active Maintenance period expires. In such a case, a Customer applying for Maintenance after expiry of the relevant Maintenance period may be charged for Maintenance as from the expiration of the most recent Maintenance period.

2.2. Support and Service Tickets

2.2.1. Technical Support services in relation to the Software can be obtained through Service Tickets. Technical Support services are not provided through any other way.

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 Customer shall be entitled to 4 Service Tickets (Startup Support) as part of its first purchase of a License. Subsequent License purchases will not include any such Startup Support.

Additional Service Tickets may be purchased by way of a Services order.

2.2.3. The following elements are included in Technical 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.

2.2.4. The following elements are not included in Technical 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).
- Technical 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, including but not limited to any malfunction or inferior performance of the IT systems of the Customer or End User causing the Software to underperform.

2.2.5. Technical Support (whether through email, VoIP, remote administration and/or phone) is provided during CET working hours as stated on the Orbit GT website.

2.2.6. Orbit GT may refuse to provide Technical Support services, without such constituting a breach of any agreement with the End User or Customer, in any of the following circumstances:

- the End User does not have a valid and current License for the Software;
- the request is not in relation to a bug or malfunction of the Software or in relation to normal operation or configuration of the Software;
- the request concerns a version of the Software other than the current release or the previous version;
- the End User requesting such Technical Support services is not a Qualified user of the Software, i.e. not a person who is duly trained and has kept fully up-to-date with the use of the Software;
- the Technical Support service request is viewed as a substitute for user training.

2.2.7. Technical Support services to Software in network environments can only be commenced subject to a duly signed Software or Services 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.

2.2.9. The Customer 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 Technical Support, regardless of the type of maintenance arrangement or other support agreement that may be in effect.

2.2.10. Services in relation to software setup, configurations, preferences and other technical issues may be subject to invoice if administered by non-Qualified 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. Technical 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, for problem solving, upgrades or any other matters in relation to these products, or in relation to any link between the Software and such 3rd party products.

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

2.4. General Conditions for Maintenance and Support

2.4.1. Orbit GT can never be held responsible or liable for any costs arising from the erroneous operation of the Customer or End User's ICT systems, which may in turn cause the Orbit GT software to operate less efficiently.

2.4.2. After Purchase by the Customer:

(i) In the event of locally installed Software: Maintenance shall be valid for one year. The Customer can choose to continue Maintenance, upon which the Maintenance will continue on a year-per-year basis subject to payment of the Maintenance renewal fee. The Customer 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.

(ii) In the event of SaaS-based Software: Maintenance shall be valid for the period equal to the purchased License

2.4.3. As far as the management of systems, networks and databases is concerned, the Customer and 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 Customer and End User shall be required to fulfil these duties with full knowledge of the facts.

2.4.4. Accepting this MSA signifies that the End User and Customer enter a legally binding agreement. By purchasing a Licence, installing (where relevant) and/or using the Software, the Customer and End User explicitly accept this MSA. By accepting, the Customer and End User represent that they have read, understand and agree 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.

2.6 Applicability of Orbit GT General Sales Conditions and Master License Agreement

The Orbit GT General Sales Conditions (in Section 3 of this Agreement) and Master License Agreement (in section 1 of this Agreement) apply to any aspects of the maintenance and Software-related services not explicitly covered in this MSA, including but not limited to any requirements in relation to payments and governing law.

In the event of any contradiction:

- between this MSA and the Orbit GT General Sales Conditions, this MSA terms will prevail;
- . between this MSA and the MLA, the MLA will prevail.

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 Customers, partners, resellers, system integrators, sub-dealers, other partner organisations and end users (non-exhaustive summary), who are hereafter all referred to as 'the Customer', and to the End User.

3.1. Deliveries

Orbit GT shall only enter into a commitment following an express and written order from the Customer for Software or Services and following the express confirmation of the order. The delivery details shall always be approximate. The Customer shall not under any circumstances hold Orbit GT liable for non-compliance with delivery dates, nor for any resulting costs. Where any goods (including hardware) are to be transported, such transport is at the cost and risk of the Customer; 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 order by Orbit GT, Orbit GT may at its sole discretion grant one or more temporary license keys to the Customer or End User, subject to the terms of the Orbit GT Master License Agreement. In such a case:

- The resulting License (as defined in the Orbit GT Master License Agreement) is valid for a maximum period of one (1) month in order to facilitate payment.
- The final License (for the term set out in the Software order) will be granted upon receipt of full payment by Orbit GT, and will be deemed to have commenced and replaced the temporary License as from the commencement of such temporary License.

3.2. Payments

All Orbit GT invoices are payable immediately (by wire transfer to the bank account indicated on the invoice or by any other means made possible through the purchasing process). Any variation regarding payment can only be agreed in writing. Discounts shall not be permitted in principle. Unless otherwise agreed in the Software or Services order:

- Subject to section 3.1 above, License fees and Maintenance services (as defined in the Orbit GT Master License Agreement and Master Services Agreement respectively) shall always be invoiced in advance;
- Other services shall be invoiced upon delivery of the service.

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, without any indemnity being due by Orbit GT.

The delivery schedule for various items (Software and/or services) ordered may be different. In such case, such items may be invoiced when delivered and due according to payment standards.

Payments are to be paid in the currency indicated in the invoice.

3.3. Complaints

Any disputes relating to invoices shall have to be raised in writing within two working days from receipt of the invoice and at the latest within 8 calendar days from dispatch, and if not, the invoice shall be accepted irrevocably. Complaints about goods or services need to be protested within two working days of notice and latest within 8 calendar 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 Customer and End User can only obtain a temporary non-exclusive right to use the Software (license) in accordance with the terms of the Orbit GT Master License Agreement.

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.

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 Services order.

Prices shall remain fixed for a given term only where explicitly stated so by Orbit GT in writing, and such term as well as renewals consented in writing by Orbit GT will never exceed a period of 45 days. In relation to ongoing Licenses or Services, Orbit GT will announce price increases subject to a minimum of one (1) month's prior notice. In the event of a price increase, and unless such price increase falls within the scope of the applicable price revision mechanism, the Customer shall be entitled to terminate the relevant Services order or License upon the entry into effect of such price increase, subject to at least two (2) weeks' prior notice.

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 Customer. 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>).

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 quoted and invoiced in EURO (€) and/or in USD (\$), at Orbit GT's sole discretion. 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 Customer. Only Orbit GT can agree to operate with Customer 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

In relation to Software, the liability terms of the Master License Agreement apply.

The Orbit GT General Sales conditions, MLA, and MSA shall remain in place regardless conditions agreed by any Orbit GT Authorized Reseller or Partner with the Customer.

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 to the Customer by a manufacturer. Any costs incurred by defects to these products can never be claimed back from Orbit GT. Any services that 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.

The following interventions are examples of interventions that will not be covered by this guarantee and will 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 Customer or the End User himself which are not authorised or permitted by Orbit GT; Loss or damage to the software supplied by Orbit GT caused by other products, loss or damage to the operation, installation or configurations of Orbit GT products caused by the actions of third parties.

3.7. Governing Law

In any contractual relation with Orbit GT, any contact prior to a contract with Orbit GT, including this Agreement, any License, Technical 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, with the exclusion of provisions on the conflict of laws, and can only be interpreted exclusively according to Belgian law. Only the Dutch-speaking commercial courts of Brussels, Belgium will have exclusive jurisdiction over any disputes relating to the Agreement, Orbit GT General Sales Conditions, Master License Agreement or Master Services Agreement, with the explicit exclusion of any other court.