



## **ORBIT GeoSpatial Technologies**

### **Orbit 3D Mapping - Sales Models**

Version of September 15<sup>th</sup>, 2019

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Products Version 20.x

*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 and some desktop and server 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 provisioning in the cloud (excludes tailoring)
  - Further Sales information about 3D Mapping Cloud and according products, see [www.3dmapping.cloud](http://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 :

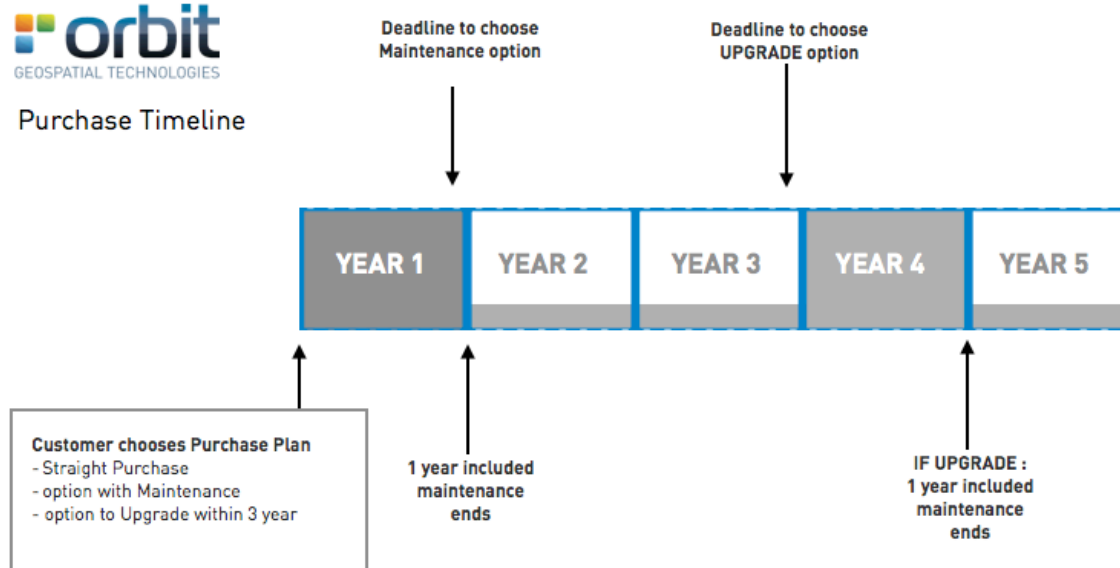
- Precondition : The Customer has purchased the same product before, and the included 1 year Maintenance + Startup Support has expired.
- Customer gets a discount on the normal Purchase price to upgrade to latest version as follows :
  - Discount is available only when ordered *within 3 years after initial 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



## 1.4. Sales for Offline Licensing

An Offline License can be provided for desktop and server products. These licenses are controlled by a hardware USB Dongle. It is not available for [www.3dmapping.cloud](http://www.3dmapping.cloud).

Offline Licenses are provided under strict conditions and after careful case-by-case evaluation by Orbit GT:

- Valid motivation by the end user and Reseller must be provided
- Explicit agreement between Orbit GT and End User must be in place
- Strict Pricing rules are in place and must be applied in order to receive an offline license.
- Pricing Rules :
  - admin costs add 25% to the standard End User price (purchase, maintenance and all other)
  - Initial order must equal 2 years
  - Maintenance is obliged
  - Licenses expire at end of Initial 2 years and at end of each Maintenance period and must be renewed, subject to payment of license and Maintenance purchase.
  - Service Ticket Budget of 10 day of training is required for initial training and additional support & training afterwards

Offline Licenses will only work with the associated *Hardware Bind Key*, which in most cases will be a Dongle provided by Orbit GT upon purchase order.

## 2. The SaaS model

In SaaS sales, one does not purchase a seat license for eternal use, but rather pays a monthly or yearly fee to 'rent' the application. Fees are typically calculated per user, so called 'Named Users', which identifies the individual to which a license-to-use has been granted for the defined period.

### 2.1. 3D Mapping Cloud Accounts

When a customer signs up for 3D Mapping Cloud, the first user (of the company) will be required to enter all details of the company or organization he/she represents. In general, a credit card is required for upfront payment. This user chooses a Subscription plan (the number of Named Users) and period (month or year). This user can now invite other users according to the chosen subscription. This user is known as 'Owner' of the Account until he passes ownership to someone else.

Subscriptions can be changed over time, upwards or downwards, for which rules apply. Next to subscriptions, Add-Ons can be purchased e.g. for Storage, Guest Users or other features.

All administration can be performed via the self-service 3D Mapping Cloud Console.

### 2.2. Coupons and Managed Accounts

Resellers can kickstart a 3D Mapping Cloud account for the customer by using a Coupon. A Coupon is bought on Resellers own account, and redeemed by the customer when creating its account. Reseller can also create the account and redeem the coupon as supplementary service. If desirable, Reseller can continue to manage the Account of the customer.

### 2.3. Paying via Invoice

Some customers may not be able to pay online by credit card. In such case, Reseller can invoice the amount to the customer. Purchase Orders to Orbit GT for 3D Mapping Cloud accounts must be paid upfront to enable usage of the account. The same expiry rules apply in either per-credit-card payment or per-invoice payment.

### 3. 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.*

#### 3.1. 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.

#### 3.2. 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 setup, 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, example data should be made available by customer and proper knowledge of it should be in place.

#### 3.3. 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.