

The delivery terms and conditions described below apply to all deliveries by Imagem concerning software, software maintenance, training and other services. Applications of any procurement or other conditions as issued by the ordering customer are explicitly denied, unless agreed upon otherwise in writing. In the event where any term in this document is rendered invalid, all other terms will remain valid without exception. Imagem reserves the right to alter these conditions, as well as the other applicable general terms at its sole discretion during the term of this contract. Changes will be effective after these have been communicated to client, at the announced date. In case client is a natural person, not acting on behalf of a profession or institution, client has the right to annul the agreement within one month after Imagem has communicated the alteration to client.

#### **Art. 1: Delivery of software and software maintenance**

Hexagon Geospatial software can be licensed based on a hardware dongle (USB Key) or based on a unique hardware ID (unique workstation identifier). By default, Imagem licenses software based on a hardware dongle. If client does not wish to receive a hardware dongle or if client wants to add the new licenses to an existing hardware dongle, please indicate so on the order confirmation form. When requesting a USB dongle after the initial delivery, € 200,- (excl. VAT) will be charged, excluding possible additional cost for a CPU-change.

If client already has a hardware key and this is an additional order, the new licenses will be connected to the existing key, unless client explicitly indicates this is not preferred, at time of order.

All (delivery) terms and (delivery) dates mentioned by Imagem have been established to the best of knowledge, based on the information known to Imagem at time of this agreement. Any other negotiated intermediate (delivery) terms are always deemed target terms, that do not bind Imagem and only serve as an indication. Imagem will make its best reasonable effort to comply with ultimate delivery terms and dates. When there is a threat of exceeding these terms, Imagem will discuss with client the consequences and appropriate measures.

To all Hexagon Geospatial products, an End User License Agreement (EULA) applies. On installing the software, this agreement will be presented to client. By completing the installation, you accept the terms and conditions of the EULA.

The intellectual property of standard Hexagon Geospatial software delivered by Imagem is not transferrable and remains with supplier at all times. For any software delivered through a third party supplier, the intellectual property remains with the applicable supplier. Intellectual property on any custom software, developed by Imagem resides with Imagem, unless explicitly agreed upon otherwise.

A right to use extended to client is non-exclusive and cannot be transferred or sublicensed to any third party.

#### **Art. 2: Delivery of training and other services**

##### *Obligations*

Unless explicitly agreed otherwise, services provided by Imagem will be delivered on a best effort obligation. This means Imagem will execute the services agreed to the best of its ability, but Imagem will not provide guarantees towards the envisioned result.

##### *Execution of services on site*

In the event where employees of Imagem execute services at the client's location, client is responsible for provision of all reasonable facilities needed to execute these services, such as a working space with computer-, information- and telecommunication facilities, at no cost. The working space and facilities should comply with all legal and other applicable demands for working circumstances.

## *Modification of work planning*

Imagem will strive to the best of its ability to meet agreed planning of training and other services. If through unforeseen circumstances it is not possible to deliver services at the agreed date, this will in no way instigate any right to compensation for client. In such event, Imagem will discuss with client to deliver the agreed services as soon as possible. Imagem has the right to transfer the services to another employee, to the extent that this employee has the required knowledge and experience, to be assessed by Imagem.

## *Moving or cancellation of agreed services by client*

Planning of services can be rescheduled or cancelled by client without cost until five working days prior to the agreed start date. Upon rescheduling or cancellation within five working days, 50 percent of the agreed cost will be billed. Upon rescheduling, cancellation or non attendance on the actual start date, all agreed cost will be billed. For training courses, when the attendee cannot attend, you are allowed to send a replacement.

## **Art. 3: Invoicing and payment**

### *Prices and invoicing*

All amounts mentioned are excluding VAT and any other fees imposed by government. Unless agreed otherwise, all amounts are in Euro and the client is obliged to pay in Euro.

Invoicing of the various products will take place according to the schedule below, unless agreed upon otherwise:

Software:	immediately after delivery;
Hardware:	immediately after delivery;
Maintenance:	see SWM conditions;
Services:	Every four weeks, based on actual cost;
Training:	Upon receipt of order.

### *Payment*

The payment term for all our invoices is 21 days. By exceeding the payment term, client is held to pay the legal interest for commercial trade on the payment due, with a minimum of 1% per month.

In the event where client fails to complete payment, even after reminder or notice of default, Imagem can transfer the claim to a third party, at which time the client will be obliged to fulfill any additional cost inside or outside of court, including all fees calculated by external advisors. All goods delivered to the client will remain property of Imagem and/or its suppliers until all payments associated with this agreement are fulfilled.

Any rights, including rights of usage, will in such event be granted or transferred to the client under the prerequisite that the client has fulfilled all payments associated with this agreement. In the event where payment obligations have been agreed to be periodical, the right of usage will extent to the time for which payments have been fulfilled.