

## GENERAL TERMS AND CONDITIONS (GTC) | VertiGIS Ltd (Switzerland)

### 1. Subject

These General Terms and Conditions ("GTC") govern the sale of hardware and the licensing of standard software ("products") and the supply of services by VertiGIS and they form the basis for all individual transactions between VertiGIS and the CUSTOMER, even if otherwise specified in an individual order placed by the CUSTOMER or if the CUSTOMER specifies other conditions within the purchase order.

### 2. Offers

Offers produced by VertiGIS are valid for 30 days. They remain the intellectual property of VertiGIS. Full or partial disclosure to third parties is prohibited.

### 3. Test Material

Hardware and/or software, provided to the CUSTOMER to conduct tests remains the property of VertiGIS and shall be returned to VertiGIS, unless otherwise agreed, within 14 days of the transfer at the cost of and risk of the CUSTOMER. Should this period be exceeded, the CUSTOMER shall be charged the hire price of the product based on mint condition.

### 4. Services

- 4.1 The services defined in the performance specification shall be supplied by VertiGIS usually during respectively eight-hour periods between Monday and Friday to the company's premises. Different installation times and places are subject to higher rates. Travel time shall be deemed working hours.
- 4.2 VertiGIS shall provide services under the directive of the CUSTOMER. Within this context it is obliged to exercise due care in fulfilling the contract. The contract is considered as being fulfilled with the completion of the defined services.
- 4.3 The details in the performance specification concerning deadlines, duration and/or cost framework of an order are only guideline values.
- 4.4 The CUSTOMER shall nominate a contact person responsible for giving out binding information. This person shall also notify VertiGIS immediately of any deviations of the services from the performance specification.
- 4.5 The CUSTOMER shall provide the details, access privileges and operating materials if necessary for the fulfillment of the contract.
- 4.6 The CUSTOMER is qualified to copy and to use the results of paid services for its own purposes. VertiGIS reserves all intangible property rights on services provided and documents issued. Existing rights of the contracting partners to computer programs or business documents remain intact.

### 5. Prices

- 5.1 The prices exclude VAT and are based on the offer or the performance specification or in the absence of such, on the valid VertiGIS price lists at the time of the order confirmation.
- 5.2 VertiGIS can propose prices up to 14 days prior to the supply capacity. In this case the CUSTOMER excluding all other claims, is entitled to withdraw from the contract, wherein payments it has already made shall be refunded.

### 6. Payment Terms

- 6.1 VertiGIS unless otherwise agreed, shall issue the invoice as follows:  
40% when ordering  
60% on delivery
- 6.2 In all other cases VertiGIS shall issue the invoice on delivery. In the case of part-deliveries, VertiGIS may issue invoices for services on a monthly basis.
- 6.3 All invoices are payable within 30 days net. There are no exceptions. VertiGIS is automatically entitled to demand 6% late interest payment if invoices are not paid by the settlement date.
- 6.4 The CUSTOMER is not entitled to withhold payments or to attempt to lodge counterclaims with VertiGIS unless these are acknowledged in writing. Payment shall be made in full particularly if only non-substantial parts are still outstanding unless their absence prevents usage according to specification. VertiGIS can make advance payment a proviso for future business.
- 6.5 Bonus/penalty systems and conventional penalties are valid only if the CUSTOMER has specified the conditions in the contract and these have been acknowledged by VertiGIS in writing.
- 6.6 Unless otherwise specified, expenses can be billed additionally.

### 7. Retention of Title

- 7.1 Shipments remain the property of VertiGIS until full payment of the purchase price, which allows registration of the retention of title and notification of the lessors of the commercial localities about the ownership.
- 7.2 The CUSTOMER is obliged not to transfer delivered products to third parties before full payment of the purchase price.
- 7.3 In the event of a payment delay on the part of the CUSTOMER or justified assumption that its obligations cannot be met, VertiGIS is entitled amongst other things to take back the products after an appropriate period.

### 8. Delivery

- 8.1 Delivery is made to the destination specified by the CUSTOMER. The use and risk of the products transfer to the CUSTOMER when the products are issued for dispatch.
- 8.2 VertiGIS reserves the right to make changes to the products up until the point of delivery provided this does not interfere with their performance or interaction with another products.
- 8.3 Delivery periods and deadlines are scheduled dates. They are not settled or fixed and shall be complied with by VertiGIS as far as possible.
- 8.4 Products not installed by VertiGIS are considered as having been accepted 14 days from delivery unless the CUSTOMER claims within this timeframe in writing that the product fails to correspond to VertiGIS specifications.
- 8.5 VertiGIS shall take into account changes to the order made by the CUSTOMER as far as possible for products until the point at which it is ready to deliver. It may charge an order change fee of 5 % of the list price for the affected products in this case.

8.6 If the CUSTOMER purchases installation services with the delivered products, acceptance is given by signing the installation log. If the installation takes place later than 14 days from delivery on grounds for which the CUSTOMER is responsible, or if it starts to use the products in production, these are considered as having been accepted 15 days from delivery.

## 9. Software License

9.1 VertiGIS shall issue the CUSTOMER subject to the following conditions with a limited, individual non-transferable, and non-exclusive license for the use of software products ordered and paid for (i.e. specific version of a computer program in machine readable binary code) and for related materials (documentation if included, data storage devices). Subsequent changes or additions to this software supplied by VertiGIS are subject to the same provisions.

9.2 In the absence of any other announcement by VertiGIS the use of the software is permitted only on hardware designated by VertiGIS. The software developed by VertiGIS for workstations can be used on every workstation in a Local Area Network (LAN) provided the number of simultaneous users does not exceed the acquired licenses. The license authorizes the user to use the software product according to the description provided by VertiGIS. Any modifications require the approval of VertiGIS and exempt VertiGIS from its warranty and any support obligations.

9.3 Licenses are basically not transferable, neither to other hardware or to another user. Exceptions are possible subject to express written permission from VertiGIS. The transfer prohibition also applies in the event of insolvency on the part of the CUSTOMER.

9.4 Reverse Engineering (decompilation; reverse analysis of the machine readable binary code to the source code) is not permitted. Any interfaces for the interaction of the licensed software products with other IT products shall be included if necessary in the software product description or shall be made otherwise accessible.

9.5 VertiGIS can revoke license rights in the event of violations on the part of the CUSTOMER. Separate license rules may apply for the use of third-party software products. If VertiGIS revokes the license rights or the CUSTOMER cancels the licensing agreement, VertiGIS shall return or destroy all software products and associated materials specified in fig. 9.1. Destruction shall be confirmed to VertiGIS in writing.

9.6 VertiGIS acts as intermediary only for software products of third-party manufacturers. In this case the software license agreement is exclusively between the manufacturer and CUSTOMER.

9.7 All other rights of VertiGIS and/or its licensees, such as copyrights or other property rights, are expressly reserved. The CUSTOMER expressly agrees to observe the additional license conditions supplied with software.

## 10. Warranty

10.1 VertiGIS acts solely as an intermediary for hardware products from third party manufacturers. Any warranty exists exclusively between the manufacturer and the CUSTOMER.

10.2 VertiGIS moreover asserts that the software it supplies generally fulfills the functions contained in the software product description provided it is used on the hardware provided for this purpose and is used according to the instructions. There is no further guarantee, especially of uninterrupted and fault-free operation.

10.3 All other warranties are explicitly excluded.

10.4 The warranty period starts with the delivery of the products and is, unless otherwise stipulated in writing, 30 days for software and media. Manufacturer's time limits apply for hardware. Shorter time limits may be enforced e.g. due to CUSTOMER's special operating conditions and/or longer time limits depending on the product concerned.

10.5 The CUSTOMER shall notify VertiGIS immediately of any warranty claims stating the detected and/or documented hardware fault and replicable software fault in writing.

10.6 The warranty is not applicable for defects ascribed to

- Improper installation, operation, service or cleaning of the equipment on the part of the CUSTOMER.
- Use of software not licensed by VertiGIS or connection not to hardware not supplied by VertiGIS.
- Changes or repairs not qualified by VertiGIS.
- Normal wear and tear of parts.

10.7 VertiGIS is moreover not required to supply warranty services if the CUSTOMER is in payment arrears.

10.8 The technical recommendations, which are given to the CUSTOMER to the best of VertiGIS' knowledge, are non-binding and do not amount to contractual obligations. The CUSTOMER particularly remains responsible for usage, operation, service and monitoring of the delivered products, for their usage, for backup of data and software, for the training of its staff and for the suitability of the products for the prescribed purpose and inspection of the results obtained from their use.

## 11. Warranty Services

11.1 During the contractual warranty period VertiGIS shall repair or replace referred faulty products ("Mail In") at its own discretion. In the case of software VertiGIS reserves the right to resolve the fault in a subsequent version.

11.2 The costs for material and work shall be borne by VertiGIS. The Customer shall bear the costs and risk for transport to and from Burgdorf.

11.3 There is no entitlement to replacement equipment during the troubleshooting period. VertiGIS shall provide the CUSTOMER with a replacement device as far as possible and necessary for a one-off fixed hire fee plus shipping costs and any installation costs.

## 12. Liability

12.1 VertiGIS is liable to the CUSTOMER for direct property damage up to the amount of the purchase price, or for services up to the sum of the paid services of the performance specification, not exceeding however a maximum of 500,000 Swiss Francs.

12.2 Any liability of VertiGIS or of its agents for other or further claims such as data loss, direct or indirect losses or damage, lost profit or loss of earnings is excluded. This limitation of liability applies to contracted, non-contracted and copyright violations.

**13. Copyright Warranty**

VertiGIS shall, at its own cost, avert claims lodged against the CUSTOMER due to violation of Swiss patents or copyrights by a product delivered by VertiGIS in its unchanged mint condition provided the CUSTOMER notifies VertiGIS immediately thereof and transfers power of attorney to conduct and settle the legal dispute independently and promises to provide the necessary support. In this case VertiGIS shall settle the CUSTOMER's legally valid costs and compensation obligations. However, VertiGIS is not liable for copyright violations resulting from the use of VertiGIS products connection with another products.

**14. High Risk Areas**

The products are highly sensitive. They are not therefore suitable for direct use in high-risk areas (e.g. atomic power stations, flight navigation or mass communication systems, intensive medical equipment) which would require failsafe operation or whose failure would lead directly to personal injury or serious damage to property or the environment. VertiGIS offers no guarantee of suitability, either express or tacit, for high-risk areas. The CUSTOMER shall ensure that it does not use or retail VertiGIS products for applications in high-risk areas.

**15. Confidentiality**

15.1 VertiGIS advises its employees to treat with discretion and care all CUSTOMER information marked as "confidential" which relates to its business operation and which has been made accessible to VertiGIS for the purposes of contract fulfillment.

15.2 The documents made available to the CUSTOMER by VertiGIS shall not be made accessible to third parties without its written approval. The CUSTOMER is obliged to treat this material and information referring thereto as confidential. Copies of programs and data may be made only in the context of proper use of the software. Express written approval is required from VertiGIS before making copies of written documents.

**16. Export Provisions**

16.1 The products and services and/or results supplied by VertiGIS are subject to Swiss and US export provisions. In the event of re-export, the CUSTOMER is responsible for obtaining the necessary prior consent of the import and export department of the Swiss Federal Department of Economic Affairs and the US Department of Commerce.

16.2 This requirement transfers to the CUSTOMER on delivery of the products or supply of the services and shall be transferred in writing by the CUSTOMER to the recipient in the event of transfer.

16.3 CUSTOMER consents to support VertiGIS in its compliance with applicable export regulations.

**17. Transferability**

17.1 The CUSTOMER may transfer only the rights and obligations arising from this contract to third parties with the written consent of VertiGIS. Transfer of license rights is usually impossible. Exceptions shall be confirmed in advance by VertiGIS in writing.

17.2 VertiGIS may transfer the rights and responsibilities of this contract to a third party at any time.

**18. Final Provisions**

18.1 Collection and processing of personal data is unavoidable in the context of business relations with the CUSTOMER. The CUSTOMER shall consent to and acknowledge that data may also be transferred abroad in the context of business transactions with foreign vendors.

18.2 Side agreements or supplements to these General Terms and Conditions apply only when they are agreed in a written supplementary contract which expressly refers to these General Business Terms and Conditions.

18.3 VertiGIS reserves the right to revise these General Terms and Conditions at any time. Changes shall be announced to the CUSTOMER via circular or by another suitable method and are assumed to have been accepted unless the CUSTOMER states otherwise within 30 days of receipt of the communication.

18.4 Should parts of these General Terms and Conditions or any individual contract be null and void or become inoperable, this shall not affect the remainder. The null and void or legally inoperable parts should in this case be revised such that the overall sense of this contract is maintained.

**19. Place of Jurisdiction and Applicable Law  
PLACE OF JURISDICTION IS Burgdorf.**