

IMAGEM TERMS AND CONDITIONS

HEXAGON GEOSPATIAL SOFTWARE MAINTENANCE



The Hexagon Geospatial maintenance conditions below (SWM hereafter) apply to all standard Hexagon Geospatial products. For custom products or solutions, other conditions may apply. As such, these conditions need to be agreed in writing between parties. SWM includes maintenance on the software and support from the Imagem support desk. SWM is applicable next to and in addition to the Nederland ICT Terms and Conditions 2014 and the general Imagem Delivery Terms and Conditions. Upon contradiction, SWM will prevail over the Imagem delivery Terms and Conditions and the Imagem Delivery Terms and Conditions will prevail over the Nederland ICT Terms and Conditions. These and other terms and conditions mentioned can be reviewed and downloaded at www.imagemnl.com/terms.

1. Definitions

Permanent license – A license for a software product with a perpetual license right. When a maintenance period expires, this has no effect on the operation of the software product associated with this license. In such case, no upgrades will be delivered and no assistance from the Imagem support desk will be available.

Non permanent license – A license for a software product that expires after the maintenance period. After expiration of the license, the associated software product will no longer function. Also the right to request assistance from the Imagem support desk will expire after the maintenance period.

Release – New, full version of a software product, that includes new and/or improved functionality

Update – New addition to an existing software product, that includes new and/or improved functionality

Patch – Modification of an existing software product, aimed at solving a specific issue

2. Start and duration of Maintenance contract

– Upon purchase of new standard Hexagon Geospatial software, the first year of Maintenance is included in the purchase price. After the first year an annual maintenance fee applies, which is invoiced by Imagem, one month before the start of the next maintenance term. The software maintenance fee is adjusted annually based on inflation as published by the Central Bureau of Statistics (CBS), and for any changes in purchasing prices from Hexagon Geospatial.

2.a. Start of maintenance contract – The maintenance contract for permanent licenses starts at the first day of the month following the date of purchase. The maintenance contract for non permanent licenses starts on the date the order was processed, unless requested otherwise.

2.b. Duration – The duration of the maintenance contract is 12 months and will be automatically renewed annually, unless client in accordance with article 3 has cancelled the contract or has notified Imagem it will not renew its contract. Upon request by client, it is possible to extend the software maintenance period for more than 1 year, in order to shift or align renewal terms for various license contracts. For permanent licenses, the minimal term of renewal is 12 months and the maximum term is 36 months. For non permanent licenses and project licenses deviating terms can be agreed.

2c. Additional licenses – Upon purchase of additional licenses of the same or another product during the current maintenance term, the maintenance contract will be 12 months following the date of purchase of these additional licenses. In conformance with article 2.b the renewal date of these licenses can be adjusted, in compliance with the minimum and maximum extension terms.

3. Cancellation and re-instatement

– Cancellation of maintenance contracts requires a three month notice, and needs to be in writing. After a period of 90 days or more from the end date of a maintenance contract (through cancellation or otherwise), should a customer wish to re-activate their maintenance contract, this can only be done by paying a so called 're-instatement' fee. The Coverage Period for any reinstated Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase anniversary date of the lapsed Covered Products. The reinstatement fee for contracts that have expired for less than or equal to 12 months will equal 125% of the current applicable maintenance charge for the amount of lapsed months, and will be invoiced along with the regular annual fee in advance. For contracts that have expired more than 12 months and less than 36 months, the reinstatement fee equals 12 months of the current regular maintenance fee regardless of the number of months since expiration,

and will be invoiced along with the regular annual fee in advance. For contracts that have expired more than 36 months, the reinstatement fee will be equal to 24 months of the current regular maintenance fee, regardless of the number of months since expiration, and will be invoiced along with the regular annual fee in advance. After fulfillment of the reinstatement fee, maintenance will be resumed immediately and the renewal date will be set at 12 months from the time of reinstatement. For non permanent licenses, reinstatement is not possible, but a new maintenance contract can be issued at the current applicable terms.

4. **Payment** - Maintenance fees are due in advance and payment needs to be fulfilled before the start of the new maintenance term. If payment is not fulfilled before the start of the new maintenance term, client is held to pay the legal commercial interest rate, with a minimum of 1% per month. Imagem reserves the right to cease all maintenance obligations until all applicable payments are fulfilled.

In case of a lapse of payment of more than 3 months after the renewal date of the maintenance contract, the customer is required to pay the reinstatement fee as mentioned in article 3. In such case, Imagem furthermore is entitled to terminate the maintenance contract at its sole discretion without any obligation for compensation.

Notwithstanding the above mentioned, the customer is still obliged to fulfill all required fees and costs to Imagem. Imagem is entitled to start a collection procedure, upon which all involved cost, including any legal assistance, will be charged to the customer.

5. **Provision of new releases** - When a new release, updates and patches of the software are released, these will be made available to customers with a current maintenance contract automatically. This is usually done via download from the internet. If Hexagon Geospatial releases software through other media, these will be shipped to customers with a current maintenance contract. If desired and available, Imagem can also order and deliver media from Hexagon Geospatial at the applicable rate.

New releases of the software will be made available to client as received by Hexagon Geospatial. Imagem provides no guarantees on the functionality within a specific client situation. Installation and use are fully at client's own risk. If client discovers an issue or bug, this will be investigated after notification by the Imagem support desk and solved if possible. If needed the problem will be submitted to the Hexagon Geospatial support center and Imagem will inform client on status and progress. Under no circumstance can Imagem be held responsible for solving an issue in source code of standard Hexagon Geospatial software.

6. **Helpdesk support** - Customers with a current maintenance contract are entitled to support through the Imagem support desk, for the products covered by their maintenance contract. With regard to support from our support desk, the following terms apply:

- Support is provided for versions of the software following Hexagon Geospatial's Product Life Cycle. The current version of the software can be found on the Hexagon Geospatial Website (<http://geospatial.Hexagon Geospatial.com>);
- Support is provided to personnel of the customer organization, known by Imagem;
- Questions and issues can be reported:
 - through the Imagem support portal (www.imagem.nl/support) - preferred
 - by email at support@imagem.nl
 - by telephone at +31 (0) 55 200 20 55 (during business hours from 09.00 - 17.00)

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Besides a description of the problem, the customer is asked to mention / include:

- The name and version of the related product
- The type and version of the operating system on which the software is installed
- A description of the hardware (when relevant)
- Any system messages and/or log files (when relevant)

Imagem will to the best of its ability try to respond to questions within 24 hours on working days. If necessary, Imagem will forward the question to the Hexagon Geospatial helpdesk. Support is provided at all times on a best effort basis.

Support on site is not part of SWM; should support on site be requested or necessary, then a separate offer will be made, using the standard hourly rates at Imagem.

Support is provided for the normal use of the software by an end user and not for development questions (with the exception of customers with an HGDN Subscription). Support for development issues can be requested through Imagem, using the standard hourly rates at Imagem, or this can be requested via the HGDN subscription, through the HGDN portal.

Support is only provided to users that have had certified training in the product (to be judged by Imagem) and have been identified as such (this can be done through the website, per email or by telephone).

In no case can the Imagem support desk be regarded as a surrogate to certified training in the product. If Imagem believes the support desk is used in such way, it reserves the right to cease further support until such time that the user in question can prove to have undertaken certified training.

7. **CPU-change** – When using activation based licensing, a customer can deactivate and transfer a license to a different workstation autonomously. This can be done without cost and without limitation. For transfer of offline licenses based on Host ID, Imagem assistance is required. Transferring licenses to a different Host-ID, also known as a CPU-change, can be done free of charge once during a maintenance term. Outside of this term and after a previous change, a fee of € 600,- is charged per request.

Access to events – Users with a current maintenance contract are allowed to register for events organized by Imagem free of charge, with the exception of HGDN specific events. Those events are open exclusively to current HGDN subscribers.