

## **Terms and Conditions**

**By purchasing User Subscriptions or using the GeoSignum website you accept and agree to be bound by these Terms and Conditions, and the policies provided on the GeoSignum website. You also represent that you have read and understand all of the provisions of these Terms and Conditions, the privacy statement and other policies provided on this website.**

### **1. DEFINITIONS**

1.1 The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

"Agreement" refers to the Terms and Conditions, which the Customer has accepted and agreed to be bound by.

"Authorised Users" refers to those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services'.

"Business day" refers to a day other than a Saturday, Sunday or public holiday in The Netherlands.

"Customer" refers to a subscriber of the Services.

"Customer Data" refers to the data inputted by the Customer or Authorised Users for the purpose of using the Services or facilitating the Customer's use of the Services, such as, but not limited to 3D laser scanning datasets captured from airborne, mobile or terrestrial platforms and Customer records.

"Documentation" refers to the document(s) made available to the Customer by GeoSignum to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

"Effective Date" refers to the date of this Agreement.

"Normal Business Hours" refers to 8.00 am to 6.00 pm ECT, each Business Day.

"User", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions.

"LiDAR data", "3D data", "3D laser dataset ", refers to 3D laser scanning datasets captured from airborne, mobile or terrestrial platforms.

"Party" refers to the "Customer" or "User" and GeoSignum, and together "Parties".

"Renewal Period" refers to the period described in clause 4.1.

"Services" refers to the services provided via the GeoSignum Pointer web-platform, which is cloud based Software as Service and refers to an online web-platform where the client can sign up for a specific User Subscription, upload or send their 3D Laser dataset captured by any Lidar data acquiring system in a hard disk to GeoSignum and the LiDAR data provided by client will be hosted online via the GeoSignum pointer web platform. The Customer can reach their LiDAR data via a web-browser through the GeoSignum Pointer web-platform and the client can download the LiDAR data and view the LiDAR data in 3D via a web-browser. By choosing feature extraction license type, client can automatically extract pre-defined objects from the LiDAR data.

"Subscription Fees" refers to the subscription fees payable by the Customer to the GeoSugnum for the User Subscription.

"Subscription Term" refers to the initial subscription term together with any subsequent renewal periods.

"User Subscriptions" refers to the user subscriptions purchased by the Customer pursuant to clause 3 which entitle Authorised Users to access and use the Services in accordance with this Agreement.

"Virus" refers any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## 2. **USER SUBSCRIPTION**

2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.1, and the other terms and conditions of this Agreement, without prejudice to the conditions applicable to a free trial User Subscriptions, the GeoSignum hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services during the Subscription Term.

2.2 GeoSignum provides the Customer with a free trial User Subscription to demonstrate the basic functions of the Services with a Subscription Term of one week. After filling in the form on the website, applicants for a free trial User Subscription will receive an account which enables Authorized Users to log in. The free trial User Subscription is only available for governmental organizations, local agencies, private companies or research organizations and will only be activated for maximum 5 Authorized users (group account). The free trial User Subscription is not available for personal use.

2.3 With this free trial User Subscription, Customers can upload their data or they can use GeoSignum's demo data. This is offered as an introduction to the Services, therefore the amount of data which can be uploaded is limited. The free trial User Subscription is only offered to give Customers an impression of the results of the Services. After the free trial period, all uploaded information and data will be removed.

2.4 GeoSignum only decides who gets a free trial User Subscription. If applicants are not approved, access to the free trial will be denied. Applicants should be serious people, businesses or institutions that are actually interested to learn more about this new online software platform.

2.5 With a free trial User Subscription, Customers are not allowed to claim any right upon the resulting 3D data. All rights belong to GeoSignum. Customers who are interested in the software can only use the results from the 3D data for internal purposes within business or institutions. Those who use the 3D results for external purposes with no obvious reason or for own commercial benefit are in breach with these terms and conditions and will be held liable for any damage resulting thereof.

2.6 User Subscriptions are offered with different level of Services, and with a Subscription Term of a year or a month. The current User Subscriptions and

prizes are available on the GeoSignum website. The Customer can upgrade from a free trial User Subscription to any User Subscription.

- 2.7 If the Customer purchases a monthly or yearly User Subscription, preceded by a monthly or yearly User Subscription which is at that moment not yet expired, then the monthly or yearly User Subscription will commence immediately after the preceding User Subscription has expired.
- 2.8 If the Customer purchases a User Subscription with a different service level than the service level of its current User Subscription, which has not expired, then the new User Subscription will be effective the next month. If its current User Subscription is a yearly User Subscription then it will be continued with the current Subscription Term, but with the price and conditions of the new User Subscription. The remaining months of the current User Subscription will be refunded. For the avoidance of doubt, this implies that for these relevant months the difference between the current and new User Subscription will be settled between the Customer and GeoSignum.
- 2.9 If the Customer purchases a User Subscription with a different service level than the service level of the preceding User Subscription, then this may cause loss of LiDAR datasets provided or uploaded to the GeoSignum Pointer web-platform. GeoSignum does not accept any liability for such loss.
- 2.10 The Customer can send a data storage device with Customer Data, which GeoSignum will upload to the GeoSignum Pointer web-platform for the Customer. The costs of shipping of the data storage device will be charged to the Customer.

### **3. PAYMENT**

- 3.1 The Customer shall pay the Subscription Fees to the GeoSignum for the User Subscriptions in accordance with this clause 3. GeoSignum will invoice the Customer immediately after the Customer has purchased a User Subscription.
- 3.2 Payments can be made via credit card or bank transfers. GeoSignum will issue the invoices to the Customers email address provided on the Customer subscription form. All the prices indicated on the GeoSignums web-site are exclusive of all taxes, levies, or duties. The monthly and yearly User Subscriptions are non-refundable.
- 3.3 If GeoSignum has not received payment within [30 days] after the due date, and without prejudice to any other rights and remedies of GeoSignum:

(a) GeoSignum may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the GeoSignum shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to the statutory interest, commencing on the due date and continuing until fully paid, whether before or after judgment.

3.4 GeoSignum shall be entitled to increase the Subscription Fees, at the start of each Renewal Period upon 90 days' prior notice to the Customer.

#### **4. TERMINATION**

4.1 This Agreement shall, unless otherwise terminated as provided in this clause 4, commence on the Effective Date and shall continue for the initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 1 month for a monthly User Subscription and one year for a yearly User Subscription ("Renewal period"), unless:

(a) either party notifies the other party of termination, in writing, at least before the end of the initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable initial Subscription Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this agreement;

4.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 45 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 45 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts.

4.3 On termination of this Agreement:

(a) the right to use granted under this Agreement shall terminate;

(b) the Customer will make no further use of the Services;

(c) GeoSignum may destroy or otherwise dispose of any of the Customer Data in its possession unless GeoSignum receives, no later than five days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. GeoSignum shall use reasonable commercial endeavours to deliver the Customer Data to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by GeoSignum in returning or disposing of the Customer Data; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

**5. GEOSIGNUM'S OBLIGATIONS**

5.1 GeoSignum shall, during the Subscription Term, provide the Services and make available the Services on an "as is" basis, 24 hours a day, seven days a week, except for:

- planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am CET; and
- unscheduled maintenance performed outside Normal Business Hours, provided that the GeoSignum has used reasonable endeavours to give the Customer at least 6 Normal Business Hours notice in advance.

5.2 GeoSignum warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

5.3 GeoSignum:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## **6. CUSTOMER'S OBLIGATIONS**

6.1 In relation to the Authorised Users, the Customer undertakes that:

(a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

(c) each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential.

6.2 The Customer shall

(a) ensure that its network and systems comply with the relevant specifications provided by GeoSignum from time to time; and

(b) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the GeoSignum's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

(c) all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify GeoSignum.

6.3 The Customer shall not:

(a) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(c) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(d) use the Services and/or Documentation to provide services to third parties; or

(e) subject to clause 16, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 6; and

## 7. CUSTOMER DATA

7.1 Without prejudice to clause 2.5, the Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility

for the legality, reliability, integrity, accuracy and quality of the Customer Data.

7.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for GeoSignum to use reasonable commercial endeavours to restore the lost or damaged Customer Data. GeoSignum shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by GeoSignum to perform services related to Customer Data maintenance and back-up).

7.3 Customer Data provided by the Customer are regarded as confidential and therefore will not be divulged to any third party, except if it is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

## **8. PROPRIETARY RIGHTS**

8.1 The Customer acknowledges and agrees that GeoSignum owns all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

8.2 GeoSignum confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

8.3 GeoSignum claims no intellectual property rights over the LiDAR datasets or other datasets the Customer provides to GeoSignum.

## **9. THIRD PARTY PROVIDERS**

9.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. GeoSignum makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not GeoSignum. GeoSignum recommends that the Customer refers to the

third party's website terms and conditions and privacy policy prior to using the relevant third-party website. GeoSignum does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## **10. INDEMNITY**

10.1 The Customer shall defend, indemnify and hold harmless GeoSignum against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) GeoSignum provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

## **11. LIMITATION OF LIABILITY**

11.1 To the fullest extent permissible at law, GeoSignum is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on any information contained within the Services and the GeoSignum website. While the information contained within the Services and the GeoSignum website is continuously updated, no guarantee is given that the information provided in this web site is correct, complete, and up-to-date. GeoSignum is not responsible for, and will not be liable for, any viruses transmitted from the Services or the GeoSignum website. Users and Customers use the GeoSignum website and Services entirely at their own risk.

## **12. FORCE MAJEUR**

12.1 GeoSignum shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of GeoSignum or any other party), failure of a utility service or transport or telecommunications network, act of God, terrorism, act of civil or military authority, uprising, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident,

breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

**13. WAIVER**

13.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**14. SEVERANCE**

14.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

**15. ENTIRE AGREEMENT**

15.1 This Agreement, and any documents referred to in it, constitute the whole Agreement between the parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

15.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

**16. ASSIGNMENT**

16.1 The Customer shall not, without the prior written consent of GeoSignum, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

16.2 GeoSignum may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

**17. GOVERNING LAW**

17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of The Netherlands.

**18. JURISDICTION**

18.1 Each party irrevocably agrees that the courts of The Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).