

Leica Geosystems

SmartNet Terms Country Annex

1 DESIGNATION

- 1.1 The service of network calculation for the territory of the Netherlands (in Western Europe) including the provision of the correction data stated in sub-section 3 by Dutch private limited liability company Leica Geosystems B.V. ("**Leica Geosystems**") shall bear the designation SmartNet the Netherlands.

2 REFERENCE STATION INFRASTRUCTURE

- 2.1 Leica Geosystems has access to the reference station infrastructure for the territory of the Netherlands.
- 2.2 The reference station data shall be provided to Leica Geosystems by LNR Globalcom B.V. ("**LNR Globalcom**").
- 2.3 The reference station data provided shall comprise the official coordinates of the reference stations, the centring parameters of the reception locations and the satellite geodetic raw observations on GNSS satellites determined on the reference stations.
- 2.4 The Dutch Land Registry Office (in Dutch: "*kadaster*") will annually check and calculate all SmartNet reference stations. The certified results will be implemented in SmartNet and will be consistent with the national coordinate system definitions of RD and NAP as specified by the Dutch Land Registry Office.

3 CORRECTION DATA

- 3.1 As the result of the network calculation of SmartNet the Netherlands, Customer shall be provided with precise RTK correction data ("**SmartNet the Netherlands cm service**") by means of internet access via GPRS/NTRIP in the following data formats:
- (1) RTCM 3.1 MAX
 - (2) RTCM 3.1 i-MAX
 - (3) RTCM 3.1 VRS
 - (4) RTCM 3.1 Nearest
- 3.2 As the result of the network calculation of SmartNet the Netherlands, Customer shall be provided with sub-metre correction data ("**SmartNet the Netherlands sub-metre service**") by means of internet access via GPRS/NTRIP in the following data format:
- (1) RTCM 2.3 DGSS
- 3.3 To the extent not stated to the contrary in the licence order, the correction data stated under 3.1 to 3.2 shall be provided for use by GPS and GLONASS observations. Said provision shall be done in real time (i.e. with a data age of less than one - 1 - second) and with a data rate of 1 Hz.

4 RIGHT OF USE

- 4.1 The right of use for the correction data shall be granted to Customer by written hand-over of a User ID and a customer password.
- 4.2 Said user authorisation shall commence at 0:00 hours of the day stated in the licence order as start of licence and shall end at 24:00 hours of the last day of the term of licence stated there.

5 PAYMENT TERMS

- 5.1 The licence fee stated in the "Flex" type of licence shall apply to the term of the licence and shall be charged to

the total amount at the start of the licence.

- 5.2 The "Package" licence type shall contain a basic data package and also a flexible supplementary data package. The licence fee stated for the basic data package shall apply for the term of licence stated there and shall be charged in 3-monthly part invoices. If the flexible supplementary data package is used, the additional correction data used shall be charged at the same time as the licence fee for the basic data package on the basis of the quantity and cost calculation stated in the order licence.
- 5.3 All licence fees and prices shall be understood exclusively without the statutory turnover tax in question.
- 5.4 To the extent not stated to the contrary on the invoice, each invoice shall be due for payment without deduction within a period of 21 days. Customer's payments shall only be deemed made when Leica Geosystems can dispose of the amount.
- 5.5 Further, the General Terms of Sale and Delivery of Leica Geosystems shall apply.

6 WARRANTY AND LIABILITY

- 6.1 Leica Geosystems shall assume no guarantee for the correctness and completeness or permanent availability of the correction data. Leica Geosystems will not be liable for loss of profits, consequential damage, trading loss or any other damage. Leica Geosystems shall only be liable for damages resulting from the use or the failure of the correction data in the event of wilful misconduct or gross negligence on the part of Leica Geosystems or in the event of wilful misconduct or gross negligence of a legal representative on the part of Leica Geosystems; in case of damages resulting from the breach of essential contractual obligations due to slight negligence, Leica Geosystems' liability shall be limited to the contractual foreseeable damage. All other liability shall be excluded; to the extent such exclusion or limitation is not prohibited by mandatory law.
- 6.2 Customer shall be liable towards Leica Geosystems for breaches of the present SmartNet Terms, in particular for the damage incurred as a result of use breaching the agreement or forwarding of data or access codes for services by Customer or its employees.
- 6.3 Customer shall indemnify Leica Geosystems and hold Geosystems harmless from all and any third-party claims to the extent admissible by law.

7 AVAILABILITY

- 7.1 Upon request in cases of doubt, Leica Geosystems reserves the right to prove availability of data on the basis of protocols.

8 PLACE OF JURISDICTION / CHOICE OF LAW

- 8.1 Dutch law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 8.2 For all disputes arising from the present contract, the district court of The Hague is agreed as exclusive place of jurisdiction.