

February 2017

**Leica Geosystems
General Terms and Conditions for Participation in the ATHENA Program 2017**

1. Scope

- 1.1. These General Terms and Conditions for Participation in the ATHENA Program by Leica Geosystems AG (the “**GTC ATHENA Program**”) apply exclusively to all sale or supply agreements entered into by a participant of the ATHENA Program by Leica Geosystems (“**Participant**”) and Leica Geosystems AG (“**Leica Geosystems**”).
- 1.2. The standard Leica Geosystems General Conditions of Sale and Supply, the standard Leica Geosystems Software License Agreement, the standard Leica Geosystems International limited Warranty and the standard General Terms and Conditions for Customer Care Packages in its current versions (<http://leica-geosystems.com/about-us/compliance-standards/legal-documents>), are included by reference hereto and made integral part of these GTC ATHENA Program. In case of contradictions and/or inconsistencies between the GTC ATHENA Program and these standard Leica Geosystems legal documents the GTC ATHENA Program Programme shall prevail.
- 1.3. Leica Geosystems does not accept any contradictory or additional terms and conditions, even by accepting a purchase order referencing different terms and conditions. These GTC ATHENA Program cannot be altered, modified, or amended by subsequent purchase order or any writing received from Participant without the express written consent of Leica Geosystems. Any terms and/or conditions of purchase of Participant shall only be effective if expressly accepted by Leica Geosystems in writing.

2. Leica Geosystems ATHENA Program

- 2.1. ATHENA stands for ‘Advanced Technology for Higher-Education and Non-profit Associations’ and has the clear objective of introducing the latest GNSS and Monitoring technology to the academic and research communities. The foundation of the ATHENA Program is a new set of Leica GNSS Networks & Reference Station (NRS) and Structural Monitoring (SM) product bundles specifically designed and priced to benefit universities, UNAVCO-accredited members and research institutions.
- 2.2. With the aim to support academic and research communities with premier technology, Leica Geosystems and its authorised distributor network provide a range of product and technology packages specifically for educational and research institutions against payment of a reduced purchase price (“**ATHENA Equipment**”). The ATHENA Equipment is fully listed under <http://www.leica-geosystems.com/ATHENA>, in its current status.
- 2.3. Participants eligible for the ATHENA Program are academic organisations (like higher technical schools, universities and polytechnics), research institutions, current registered members of UNAVCO and non-profit organisations which aim to use the ATHENA Equipment only for internal teaching and research purposes. Participants do not qualify for the ATHENA PROGRAM if they are a commercial organisation that aims to use the ATHENA Equipment (or any of its components) for the purposes of revenue-generating activities. The ATHENA Program is valid worldwide.
- 2.4. The acceptance as a Participant lies in the sole discretion of Leica Geosystems and is established by written confirmation of a purchase order of ATHENA Equipment or by conclusive

action, such as the immediate delivery of the ATHENA Equipment. The qualification as a Participant in a former contract does not construe any right of participation in the ATHENA Program in the future.

- 2.5. Leica Geosystems may, at its sole discretion, offer initial basic training on the ATHENA Equipment to the Participant.

3. Obligations of Leica Geosystems

- 3.1. As part of the ATHENA Program, Leica Geosystems commits to:

- (i) offer latest technology, covering various applications according to the different product related packages;
- (ii) deliver basic training on the purchased products.
- (ii) provide product literature, brochures, and other educational and marketing materials to assist teaching and/or research purposes.

- 3.2. All software contained in the ATHENA Equipment is covered by software maintenance as set forth in Section 5 of the standard General Terms and Conditions for Customer Care Packages in its current version (<http://leica-geosystems.com/about-us/compliance-standards/legal-documents>). Such Section 6 is included by reference hereto and made integral part of these GTC ATHENA Program. In deviation from Section 6.5 of the standard General Terms and Conditions for Customer Care Packages Leica Geosystems guarantees software maintenance for the period of one year as of the receipt of the ATHENA Equipment by the Participant. Additional Customer Care Packages (CCPs) and extended warranties can be purchased in addition to complement the ATHENA EQUIPMENT.

- 3.3. Regarding the supply of the ATHENA Equipment, warranty, liability and any other obligation of Leica Geosystems as stated in the standard General Conditions of Sale and Supply of Leica Geosystems, the current version of these shall apply.

4. Obligations of Participant

- 4.1. The Participant is obliged to use the ATHENA Equipment only for internal teaching and research purposes, under the exclusion of any commercial activities that generate revenue. In case of a violation of this obligation, Leica Geosystems reserves the right to request and the Participant is obliged to pay the full list price for the ATHENA Equipment according to section 6.2.

- 4.2. The Participant is further requested to

- (i) incorporate the ATHENA Equipment into its mainstream academic curriculum and research activities
- (ii) encourage and cultivate academic and scientific research using the ATHENA Equipment, organising and/or participating in conferences, seminars and workshops, and demonstrating their competence by regularly publishing papers and articles to peer-review journals

- 4.3. Regarding the payment of the purchase price, retention of title, use of trademarks and any other obligation of the Participant or purchaser, respectively, as stated in the standard General Conditions of Sale and Supply of Leica Geosystems, the current version of these shall apply.

5. Communications

- 5.1. Leica Geosystems will nominate a contact person to liaise with Participant (i.e. professors,

research scientists), with the express objective to ensure that this Program is fully utilized affording maximum benefit to both organizations.

6. Term and Termination

- 6.1. The term of the ATHENA Program is defined by Leica Geosystems. Any continuation and extension is at the sole discretion of Leica Geosystems and needs to be agreed in writing.
- 6.2. In case of non-compliance with the present GTC ATHENA Program, in particular in case of breaching the use restriction stipulated under section 4.1 herein, Leica Geosystems is entitled to terminate the ATHENA Program for the respective Participant with immediate effect and request the outstanding price difference for the ATHENA Equipment with regard to the then official list price.

* * *