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1. DEFINITIONS

1.1. **"EULA"** means this End-User License Agreement.

1.2. **"Hexagon"** means Intergraph Corporation doing business as Hexagon Safety & Infrastructure.

1.3. **"Installation Guide"** means a computer file in a Microsoft Word or Adobe PDF document or a text file that contains information a User may need to install or operate a Software Product program.

1.4. **"Order Documents"** means the documentation exchanged between, or executed by, User and Hexagon and evidencing the User's purchase of licenses and/or subscription to Software Product(s) pursuant to this EULA and Hexagon's binding offer or commitment to supply the Software Product(s) licenses.

1.5. **"Perpetual License"** means a type of license for a Software Product which allows the User to use the Software Product in perpetuity so long as the User does not otherwise violate the terms of the EULA. For reference, a Perpetual License on a Quote is denoted by its absence of either the terms "Subscription," "SaaS," or "Metered" and/or the absence of the letters "SU" or "MTR" at the end of the Software Product number or the letters "HCL" at the beginning of the Software Product number.

1.6. **"Software Product"** means the Hexagon software product(s) identified in the Order Documents and/or delivered with this EULA, which includes (i) any associated Hexagon files or media with which the software is provided, (ii) any associated templates, data, printed materials, and "online" or electronic documentation, and (iii) any Updates or Upgrades of such Software Products not made the subject of a separate license agreement. The term Software Products shall not include, and no rights of use are granted to User for, Third Party Components, Hexagon products, or dependencies unnecessary to operate products made the subject of the Order Documents, but incidentally delivered within the same files or media.

1.7. **"Subscription"** means the collection of Subscription License(s) identified on the Quote and/or purchased by the Customer.

1.8. **"Subscription License"** means a particular type of license to a Software Product that allows a Customer to use the Software Product for a specified period of time identified in the Quote. For reference, a Software Product that is a Subscription License shall have the word "Subscription" in the Software Product name and/or have the letters "SU" at the end of the product number for the Software Product.

1.9. **"Subscription Term"** means the period of time during which Users are authorized to use the Subscription License as set forth on the applicable Quote beginning on the date the Subscription

Licenses are provided to User or User is provided license keys or access to the Subscription License, unless otherwise noted in the Order Documents.

1.10. **"System"** means a physical or operational location where the Software Product resides and operates on an individual server or where a single operational identification number ("Site ID") has been assigned by Hexagon.

1.11. **"Third Party Components"** means open source software and other third party components.

1.12. **"Update"** means any Upgrade, modified version, fix, patch and/or update of the Software Product. Updates not meeting the definition of Upgrades are subject to all of the terms and conditions of the EULA provided with User's then current version of the Software Product.

1.13. **"Upgrade"** means each new release of the Software Product. Upgrades require a full installation and may be provided with a separate EULA. Any EULA delivered with the Upgrade will supersede any EULA associated with prior releases of the Software Product.

1.14. **"User"** means an individual, a single legal entity, an individual employed by a single legal entity, and/or User's contractor who requires temporary use of the Software Product to provide services on User's behalf, as context dictates. An individual can only be authorized and a User for a single legal entity if the individual is an employee or designee of that legal entity, and the legal entity has purchased the requisite number of licenses for that User.

1.15. **"Use Terms"** means the Hexagon Product Usage Policy and Product Specific Terms at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/LLP/LLP_08-2019.pdf, which are incorporated herein. For purposes of clarity, the Use Terms corresponding to the date of the Order shall apply to that specific Order and the Software Products provided thereunder.

2. **LICENSE GRANT.** Provided User is not in breach of any term or condition of this EULA, Hexagon hereby grants User a limited, non-exclusive license up to the quantity of Software Product licenses purchased by User to: (i) install and use the Software Product, in object code form only; (ii) use, read, and modify documentation prepared by Hexagon and delivered to User pursuant to the Order Documents; and/or (iii) view and/or use Hexagon audio-visual training materials provided to User pursuant to the Order Documents; provided all of the foregoing shall be strictly for User's internal use and strictly in accordance with this EULA and the applicable Order Documents. The license is non-transferable, except as specifically set forth in this EULA. User assumes full responsibility for the selection of the Software Product to achieve User's intended results, and for the installation, use and results obtained from the Software Product.

3. **UPDATES AND UPGRADES.** If the Software Product is an Update to a previous version of the Software Product, User must possess a valid license to such previous version to use the Update. Neither the Software Product nor any previous version may be used by or transferred to a third party. All Upgrades are provided to User on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the Upgrade. By using an Update, User (i) agrees to voluntarily terminate User's right to use any previous version of the Software Product, except to the extent that the previous version is required to transition to the Update or Upgrade; and (ii) acknowledges and agrees that any obligation that Hexagon may have to support the previous version(s) of the Software Product will end upon availability of the Update. If an Update is provided, User will take prompt action to install such Update as directed by Hexagon. If User fails to do so, User acknowledges that the Software Product may not work correctly or that User will not be able to take advantage of all of the Software Product's available features. In such event, Hexagon will not be liable for additional costs User incurs because of User's failure to install such Update.

4. **RIGHTS AND LIMITATIONS**

4.1. **The Following are Permitted for User's License:**

User may make one copy of the Software Product media in machine readable or printed form and solely for backup purposes. Hexagon retains ownership of all User created copies. User may not transfer the rights to a backup copy unless User transfers all rights in the Software Product and license as provided for in Section 4.2.1. Any other copying of the Software Product, any use of copies exceeding the number of copies User has been authorized to use and has paid for, and any distribution of the Software Product not expressly permitted by this EULA, is a violation of this EULA and of federal and/or applicable governing law.

4.2. **The Following are Prohibited for User's License:**

4.2.1. User shall not sell, rent, license, lease, lend or otherwise transfer the Software Product, or any copy, modification, or merged portion thereof without Hexagon's express written consent for such transfer, which consent may not be unreasonably withheld. Any such unauthorized transfer will result in automatic and immediate termination of the license.

4.2.2. The Software Product is licensed as a single product. User shall not, and User shall not authorize anyone else to: (i) decompile, disassemble, or otherwise reverse engineer the Software Product; (ii) work around any technical limitations in the Software Product; (iii) publish the Software Product for others to copy or use; (iv) use, copy, modify, distribute, disclose, license or transfer the Software Product, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA; (v) re-use the component parts of the Software Product with a different software product from the one User is licensed to use or on different computers; (vi) circumvent any license mechanism or in the Software Product or the licensing policy; (vii) publish to a third party any results of benchmark tests run on the Software Product (viii) use or view the Software Product for any purposes competitive with those of Hexagon; (ix) use the Software Product except as expressly set forth in this EULA; and (x) unless otherwise specifically permitted in writing by Hexagon, use the Software Product outside the country in which it is licensed.

4.3. **Fault Tolerance**

The Software Product is not one hundred percent (100%) fault-tolerant. Unless the Software Product's documentation expressly provides the contrary: Software Product is not designed or intended for use in any situation where failure or fault of any kind of the Software Product could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High-Risk Use"); and, User is not licensed to use the Software Product in, or in conjunction with, any High-Risk Use. High-Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. User hereby agrees not to use the Software Product in, or in connection with, any High-Risk Use. High Risk Use shall not mean use of the Software Product for purposes for which it is regularly marketed and sold (e.g. public safety and utility dispatch software may be used to dispatch police, fire, emergency medical services, and emergency utility services).

4.4. **Licensing Mechanism Disclaimer.**

Without waiver of any of its rights herein, Hexagon may at its sole discretion provide User who is operating public safety Software Products a licensing mechanism to allow such Software Products to be available for use even when User has accessed all of its purchased licenses. Regardless of whether it receives the licensing mechanism, User acknowledges it is permitted to use the Software Products only up to the amount of licenses it has purchased. Any usage of Software Products beyond the amount purchased by User will be subject to the payment of additional fees by User to Hexagon at then current prices for the Software Products in like manner as provided in Section 7.2 (Audit).

5. USER OBLIGATIONS

5.1. The Software Product may require User's System to comply with specific minimum software, hardware and/or Internet connection requirements. The specific minimum software, hardware

and/or Internet connection requirements vary by Software Product and type of license and are available from Hexagon upon request.

5.2. User is responsible, and bears the sole risk, for backing up all systems, software, applications, and data, as well as properly using the Software Product.

5.3. At all times, User must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the Software Product, including, without limitation, when installed, used, checked out, checked in and/or merged into another program.

5.4. User shall comply with the Use Terms, including limitations that apply to specific types of licenses identified therein.

6. TERM.

6.1. For a Perpetual License, this EULA is effective until terminated (a) by User, by returning to Hexagon the original Software Product or by permanently destroying the Software Product, together with all copies, modifications and merged portions in any form; (b) by Hexagon, upon User's breach of any of the terms hereof or User's failure to pay the appropriate license or subscription fee(s); (c) upon User's installation of an Upgrade that is accompanied by a new license agreement covering the Software Product Upgrade; or (d) by expiration of the applicable license files, if this is a temporary license. User agrees upon the termination of this EULA to cease using and to permanently destroy the Software Product (and any copies, modifications and merged portions of the Software Product in any form, and all of the component parts of the Software Product) and certify such destruction in writing to Hexagon.

6.2. For a Subscription License, this EULA is effective until the User's Subscription Term expires without being renewed; by Hexagon upon User's breach of any of the terms hereof or User's failure to pay the appropriate Subscription License fee(s); or the Subscription is otherwise terminated. User agrees upon the termination of this EULA or expiration of User's Subscription to cease using and to permanently destroy the Software Product (and any copies, modifications and merged portions of the Software Product in any form, and all of the component parts of the Software Product) and certify such destruction in writing to Hexagon.

7. AUDIT.

7.1. Hexagon shall have the right to:

7.1.1. Audit User's use of the Software Product and User's compliance with the provisions of this EULA during User's normal business hours. Hexagon will provide User with thirty (30) days prior written notice of an audit under this Section. Hexagon's right to conduct this type audit shall be limited to twice per calendar year. Prior to the start of an audit, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by User. During the audit, User shall allow Hexagon's personnel to be provided reasonable access to both User's records and personnel.

7.1.2. Obtain certain documentation from User, as follows. If the Software Product includes logging mechanisms intended to track usage volume or quantity, User shall transmit log files associated therewith to Hexagon upon Hexagon's demand and in accordance with Hexagon's reasonable transmission instructions. Hexagon will not demand the transmission of usage tracking log files more frequently than four (4) times in any calendar year.

7.2. In the event the results of the audit in Section 7.1.1 or the documentation provided by User in Section 7.1.2 indicate User has used unlicensed Software Products or quantities thereof, User agrees to promptly pay Hexagon: (i) the current list price for each unlicensed Software Product(s) used by User (ii) interest of two percent (2%) per month or the highest rate allowed by

applicable law for each month, commencing with the initial month of unlicensed usage of the Software Product(s), and (iii) the costs for the audit in Section 7.1.1.

8. INTELLECTUAL PROPERTY.

8.1. **Ownership.**

8.1.1. **Software.** ALL SOFTWARE PRODUCTS AND OTHER INTELLECTUAL PROPERTY ARE PROPRIETARY PRODUCTS OF HEXAGON AND ADDITIONAL THIRD PARTIES AND ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL TREATIES. TITLE TO SOFTWARE PRODUCTS AND ALL COPIES, MODIFICATIONS AND MERGED PORTIONS OF A SOFTWARE PRODUCT SHALL AT ALL TIMES REMAIN WITH HEXAGON AND SUCH THIRD PARTIES. Software Products are licensed pursuant to this EULA, not sold. Hexagon and additional third parties retain all right, title and interest in and to all Software Products, including, but not limited to, all Intellectual Property rights in and to each Software Product. All rights not expressly granted to User by this EULA or other applicable third-party software license agreement or terms and conditions are reserved by Hexagon and such third parties. No source code is deliverable hereunder unless otherwise agreed to in writing by Hexagon.

8.1.2. **Intellectual Property.** User acknowledges and agrees that Hexagon and third-party manufacturers, as applicable, own all rights in and to Hexagon's and the applicable third-party manufacturer's trade names, and no right or license is granted to User pursuant to this EULA to use such trade names. User also acknowledges and agrees that Hexagon and third party manufacturers, as applicable, own all right, title and interest in and to all intellectual property relating to and for the Software Product, including, without limitation, patents, trademarks, copyrights, inventions (whether registerable or not), trade secrets, concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs; documentation prepared by Hexagon; and audio-visual training materials developed by Hexagon (collectively, "Intellectual Property"). If User brings a claim against Hexagon or any third-party manufacturer over intellectual property rights User claims are being infringed by the Software Product, User's license from Hexagon and any applicable third-party manufacturer(s) for the Software Product automatically ends.

8.1.3. **Third Party Software.** Third Party Components may be associated with the operation of the Software Product, or they may be delivered separately on the Software Product's media, but not otherwise associated with the operation of the Software Product. To comply with this EULA, User must also comply with applicable licenses of Third Party Components associated with the operation of the Software Product identified by Hexagon in notices thereof.

8.2. **Intellectual Property Infringement.**

8.2.1. **Remedy by Hexagon.** In the event the Software Product is, in Hexagon's opinion, likely to or becomes the subject of a claim of infringement of any duly issued U.S. Intellectual Property, Hexagon may, at its sole option and expense (a) procure for User the right to continue using the Software Product; (b) modify the Software Product to make it non-infringing, but functionally the same; (c) replace the Software Product with a Software Product which is non-infringing, but functionally the same; or (d) provide a prorated refund to User of the actual amount User paid Hexagon for the Software Product.

8.2.2. **Indemnification by User.** In the event any proceeding (suit, claim, or action) is based (in whole or in part) on modifications, enhancements or additions made by User or any person or entity acting on User's behalf, or User's use of the Software Product in combination with other products not furnished by Hexagon, then subject to applicable law, User agrees to hold harmless and defend, at User's sole cost and expense, all of

Hexagon's right, title and interest in and to the Software Product, as well as Hexagon's goodwill and reputation both in good faith and at a standard as if the claim is made against User. User shall reimburse Hexagon any defense expenses inclusive of reasonable attorneys' fees expended by Hexagon in defense of said claim, and pay any judgment rendered against Hexagon. User shall make such defense by counsel of User's choosing and Hexagon shall reasonably cooperate with said counsel at User's sole cost and expense. User shall have sole control of said defense, but User shall allow Hexagon to reasonably participate in its own defense and User shall reasonably cooperate with Hexagon with respect to the settlement of any claim. Notwithstanding the foregoing, Hexagon may at any time decide to take over any defense of Hexagon at Hexagon's cost and expense and User shall render full cooperation and assistance to transfer such defense to Hexagon and with respect to such defense.

9. LIMITED WARRANTIES.

9.1. Hexagon warrants to User for a period of thirty (30) days from the date of shipment that the Software Product delivery media will be free of defects in material and workmanship, provided the Software Product is used under normal conditions and in strict accordance with the terms and conditions of this EULA. User agrees to promptly notify Hexagon of any unauthorized use, repair or modification, or misuse of the Software Product, as well as any suspected defect in the Software Product delivery media.

9.2. Hexagon warrants that it has the right to grant User this license.

9.3. EXCEPT AS SPECIFICALLY SET FORTH IN THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE PRODUCT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SOFTWARE PRODUCT WILL MEET USER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE PRODUCT IS PROVIDED "AS IS" AND USER BEARS THE SOLE RISK OF USING THE SOFTWARE PRODUCT. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

10. LIMITATION OF LIABILITY. USER ASSUMES FULL AND COMPLETE LIABILITY FOR USER'S USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HEXAGON OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT AND/OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HEXAGON BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE DOWNLOADING, VIEWING, USE, DUPLICATION, DISTRIBUTION OR DISCLOSURE OF ANY SAMPLE DATA PROVIDED BY HEXAGON, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, LIABILITY OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OR CORRUPTION OF DATA ARISING FROM, OUT OF OR IN CONNECTION WITH, THE SAMPLE DATA OR THE USE OR OTHER DEALINGS WITH THE SAMPLE DATA. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY USER TO HEXAGON FOR THE SOFTWARE PRODUCT OR SOFTWARE SUBSCRIPTION AT ISSUE AT THE TIME THE INITIAL EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE

PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS EULA MAY BE BROUGHT BY USER MORE THAN ONE (1) YEAR FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO USER. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

10.1. In the event the Software Product does not substantially comply with the limited warranties set forth in this EULA, Hexagon's entire liability and User's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) the modification, repair or replacement of the Software Product; or (ii) termination of this EULA and a prorated refund to User of the actual amount User paid Hexagon for the Software Product for the period of time that the Software Product did not substantially conform to the limited warranties set forth in this EULA. All replacements, Updates, and/or Upgrades made during the original warranty period will be warranted only for the remainder of the original warranty period. So long as Hexagon performs any one of the remedies set forth above, this limited remedy shall not be deemed to have failed of its essential purpose.

10.2. Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this EULA, but in no other respects and for no other purpose.

11. EXPORT RESTRICTIONS. This Software Product, including any technical data related to this Software Product, is subject to the export control laws and regulations of the United States, including, but not limited to the U.S. Export Administrations Act. Diversion contrary to United States law is prohibited. This Software Product, including any technical data related to this Software Product and any derivatives of this Software Product, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

11.1. To Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine or any national of these countries or territories.

11.2. To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List (https://build.export.gov/main/ecr/eg_main_023148).

11.3. To any entity if User knows, or has reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.

11.4. To any entity if User knows, or has reason to know, that an illegal reshipment will take place.

If the Software Product User received is identified on the media as being ITAR-controlled, this Software Product has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations (ITAR). Export of this Software Product from the United States must be covered by a license issued by the Directorate of Defense Trade Controls (DDTC) of the U.S. Department of State or by an ITAR license exemption. This Software Product may not be resold, diverted, or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license or ITAR exemption. Subject to the terms of this EULA, this Software Product may be used in other countries or by other end users if prior written approval of DDTC is obtained.

Subject to applicable law, User agrees to hold harmless and indemnify Hexagon for any causes of actions, claims, costs, expenses and/or damages resulting to Hexagon from a breach by User of the export restrictions set forth in this EULA. Any questions regarding export or re-export of the Software Product or concerning ITAR restrictions, if applicable, should be addressed to Hexagon's Export

Compliance Department at 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

12. **NON-DISCLOSURE.** User understands that Hexagon possesses information and data, including, without limitation, Intellectual Property, that was developed, created or discovered by Hexagon, or which has become known to or has been conveyed to Hexagon, which has commercial value in Hexagon's day-to-day business ("Confidential Information"). Hexagon considers such Confidential Information to be proprietary and confidential. User agrees to treat and maintain as proprietary and confidential Hexagon's Confidential Information and any information or data provided by Hexagon, in whatever form, as User would treat User's own proprietary and confidential information and data, but in any event, no less than with reasonable care, and to comply with all license requirements, copyright, patent, trademark and trade secret laws as they may pertain to any of Hexagon's Confidential Information or other information or data provided by Hexagon.

13. **GENERAL.**

13.1. **Entire Agreement.** User acknowledges that User has read this EULA, understands it and agrees to be bound by its terms and conditions. User further agrees that this EULA is the complete and exclusive statement of the agreement between User and Hexagon relating to the subject matter of this EULA and that this EULA supersedes any proposal or prior agreement, oral or written, and any other communications between User and Hexagon relating to the subject matter of this EULA. This EULA may be amended only by a written instrument signed by both User and Hexagon; provided however, certain Hexagon Software Products and Upgrades may be subject to additional, or different, as applicable, terms and conditions contained in a separate EULA that is delivered with the applicable Software Product or Upgrade. Any reproduction of this EULA made by reliable means (for example, printed, photocopy or facsimile) will be deemed an original.

13.2. **Severability.** Whenever possible, each provision of this EULA shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this EULA shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this EULA.

13.3. **Headings.** The various headings in this EULA are inserted for convenience only and shall not affect the meaning or interpretation of this EULA or any section or provision of this EULA.

13.4. **No Waiver.** Any failure by either party to enforce performance of this EULA shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this EULA.

13.5. **Notices.** Any notice or other communication ("Notice") required or permitted under this EULA shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this EULA commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Hexagon's address for Notices is Hexagon Safety & Infrastructure, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

13.6. **Assignment.** Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this EULA without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this EULA, without User's approval, to (i) an

entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service subject to this EULA; (ii) an entity which acquires all or substantially all of the product or product line assets subject to this EULA; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by User to sublicense, assign or transfer the license or the Software Product, except as expressly provided in this EULA, is void and immediately terminates the license.

13.7. **Other Hexagon Software Products.** If User has or uses other Hexagon software products and/or software products provided by sister divisions or other affiliates of Hexagon, please read this EULA and all other terms and conditions carefully, as there may be differences in the terms and conditions.

13.8. **Limited Relationship.** The relationship between User and Hexagon is that of independent contractors, and neither User nor User's agents shall have any authority to bind Hexagon.

13.9. **Governing Law; Venue and Jurisdiction.** This EULA shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Alabama and shall have been deemed to have been accepted in Madison, Alabama, United States. User and Hexagon agree that any legal action or proceeding arising, directly or indirectly, out of or relating to this EULA shall be instituted in the Circuit Court for Madison County, Alabama, United States or the United States District Court for the Northern District of Alabama, Northeastern Division. User and Hexagon agree to submit to the jurisdiction of and agree that venue is proper in these courts for any such legal action or proceedings. This EULA shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13.10. **Waiver of Jury Trial.** HEXAGON AND USER EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL PROCEEDING ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THIS EULA.

13.11. **Injunctive Relief; Cumulative Remedies.** User acknowledges and agrees that a breach of this EULA by User could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. User agrees that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of this EULA by User, and User expressly waives any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this EULA are cumulative and concurrent and may be pursued separately, successively or together.

13.12. **Attorneys' Fees and Costs.** In the event of any legal proceeding arising out of or relating to this EULA, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.

13.13. **Governing Language.** The controlling language of this EULA is English. If User received a translation of this EULA into another language, it has been provided for User's convenience only. Most foreign language translations predate recent modifications to the official English language version, including d/b/a and branding changes. Be sure to refer to the official version.

13.14. **Survival.** The provisions of this EULA which require or contemplate performance after the expiration or termination of this EULA shall be enforceable notwithstanding said expiration or termination.

13.15. **Use Outside the United States.** If User is located outside the United States, then the provisions of this section shall also apply: (i) Les parties en présence confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient redigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) User is responsible for

complying with any local laws in User's jurisdiction which might impact User's right to import, export or use the Software Product, and User represents that User has complied with any and all regulations or registration procedures required by applicable law to make this EULA fully enforceable.

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