

**INTERGRAPH GOVERNMENT SOLUTIONS CORPORATION
PURCHASE ORDER TERMS AND CONDITIONS**

1. **Definitions** – As used throughout these terms and conditions the following terms shall have the meanings set forth: (a) “Order” means collectively the provisions contained in the body of this Purchase Order, the Intergraph Purchase Order Terms and Conditions Rev. 4 (8/19/10) and all documents and papers referenced or described thereon or attached thereto; (b) ‘Buyer’ means Intergraph Government Solutions Corporation, 170 Graphics Drive, Suites A-B, Madison, AL 35758-8802; (c) ‘Seller’ means the addressee of this Order; and (d) ‘Supplies’ means the material, articles, services or other items requested by this Order.
2. **Acceptance of Buyer’s offer** – This Purchase Order constitutes Buyer’s offer to Seller, and becomes a binding agreement of the terms and conditions set forth herein when it is accepted by Seller either by acknowledgement or commencement of performance hereof. No revisions of this Purchase Order or any of the terms and conditions hereof shall be valid unless in writing and signed by an authorized representative of Buyer’s Purchasing Department. No condition stated by Seller in accepting or acknowledging this Order shall be binding upon Buyer if it conflicts with, or is inconsistent with, or is in addition to the terms and conditions contained herein unless expressly accepted in writing by Buyer.
3. **Warranties** – In addition to and without prejudice to all other warranties, both express and implied, Seller warrants that the Supplies or Services furnished hereunder will be (a) free from defects in workmanship and material, (b) free from defects in design to the extent such supplies or services are not furnished pursuant to detailed designs provided by Buyer, (c) suitable for the purposes intended, (d) in compliance with all requirement of this order and all applicable drawings, specifications, samples, representations, (e) delivered free of the rightful claim of any third person by way of infringement or the like, and (f) delivered free from any security interest of other lien or encumbrance.
4. **Responsibility for Packing, Marking, and Delivery** - Unless otherwise provided in this order, Seller, for the price as stated in this order, shall (1) pack and mark the supplies covered by this order in accordance with Buyer’s Packing and Shipping Instructions as to secure the lowest transportation rates, meet carrier requirements and assure arrival at “ship to” point free of damage and deterioration, and (2) be responsible for the supplies until delivery at the designated F.O.B. delivery point, regardless of point of inspection. Unless otherwise provided, (1) the price as stated in this order shall include all charges and expenses with respect to containers, packing and crating, and for transportation to F.O.B. point, and (2) all containers, packing and crating material shall become property of Buyer. Seller shall process shipping documents and route shipment from F.O.B. point as direct by Buyer. Seller grants Buyer the right to specify at any time the Carrier and/or the method of transportation to be employed in conveying any part of all of the supplies covered herein. A complete PACKING LIST must accompany each shipment. The Buyer assumes no obligation for materials shipped in quantities different from those specified in this purchase order.
5. **Modifications** – Seller will not accept a contractual change or modification issued by any person other than Buyer’s Purchasing Manager or his designated representative. Any modification of this order, to be valid, must be in writing and signed by Buyer’s authorized representative. Upon request, Buyer will provide to Seller a list of all authorized representatives of Buyer. Buyer will consider Seller’s requests for changes only if such requests are in writing and are directed to specific provisions of this order. The designated representative authorized to perform contractual functions under this Purchase Order is the person listed on the face of the order.

All inquiries, including technical inquiries and correspondence regarding this order, will be directed to the attention of the cognizant buyer or subcontract administrator. Buyer will not be bound by any agreements or changes to any part of this order made as results of inquiries and liaison between seller and Buyer personnel, other than the authorized Buyer Purchasing personnel. Seller’s failure to comply with the provisions of this clause shall render Seller’s claims void.

6. **Changes** – Buyer shall be free to alter, amend or revoke this order at any time before its acceptance by Seller. Buyer reserves the right to cancel this order or any portion thereof if not filled as specified. Buyer may at any time by written order to Seller make changes within the general scope of this order in any one or more of the following: (1) shipping and billing instructions; (2) quantity of supplies ordered; (3) drawings or specifications; (4) delivery schedules; and (5) place of delivery.

Seller shall proceed promptly to make such changes in accordance with the terms of Buyer’s written order. If any such change causes an increase or decrease in the cost of performance of this order, or in the time required for performance, an equitable adjustment shall be made in purchase order price or the delivery schedule or both and this order shall be amended in writing accordingly. Any claim by Seller for adjustment under this clause shall be asserted within fifteen (15) days after the date of the written order effecting the change. In the absence of such notifications, Buyer shall not be obligated to consider Seller’s claim for an equitable adjustment resulting from the change, and in no event shall Buyer be obligated to consider any claim for an increase in price after final payment to Seller hereunder. Where the cost of property made obsolete or excess as a result of a change is included in Seller’s claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Nothing in this paragraph or order shall excuse Seller from proceeding with the order as changed by Buyer

7. **Payments** – (a) Unless otherwise specified in the Purchase Order, the Seller shall be paid NET 45 days after Buyer’s receipt of proper invoices with the prices stipulated in the Purchase Order for items delivered and accepted or services rendered and accepted less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries for items accepted by Buyer. (b) Payment of any amount in excess of the fixed price total amount stipulated in the Purchase Order shall not be made unless and until this Purchase Order has been formally amended to reflect the mutual consideration exchanged between the parties in support of such ‘excess’ amount. No goods returned as defective shall be replaced without an order.
8. **Patents** - Seller warrants that the sale or use of the articles, goods or materials covered by this order, will not infringe or contribute to the infringement of any patents or copyrights either in the U.S.A. or in Canada or in countries foreign thereto and that Seller covenants to defend every claim, suit, or action for any such alleged infringement which may be brought against Buyer or its customers or other privities and to pay all expense and fees of counsel which shall be incurred in and about defending, and all costs, damages, profits or other recoveries in every such suit.

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9. **Order of Precedence** – Acceptance of the Order is expressly limited to the terms hereof. This Order constitutes the entire contract and no changes are binding on Buyer unless they are agreed upon in writing and signed by an authorized representative of the Buyer. Except as otherwise expressly provided, to the extent of any inconsistency the following provisions govern in descending order of precedence: (1) any special provisions of this Purchase Order including Subcontract Terms and Conditions, (2) the body of the Purchase Order, and (3) the Standard Purchase Order Terms and Conditions.
10. **Assignment** – Seller shall neither assign its performance under this Purchase Order or any part thereof; nor delegate any obligations hereunder without the prior written consent of Buyer. Any such attempted assignment or delegation without Buyer's prior written consent shall be void and of no force or effect, or at Buyer's option shall be cause for Buyer's termination of this Purchase Order.
11. **Property of Buyer** – Unless otherwise provided in this order or agreed to in writing, property of every description including all tools, equipment, and material furnished or made available to Seller, title to which is in Buyer's name, and any replacement thereof shall be and remain the property of Buyer. Property, other than consumable material, shall not be modified without the written consent of the Buyer. Such property shall be plainly marked or otherwise adequately identified by Seller as property of Buyer (by name) and shall be safely stored separately and apart from Seller's property. Seller shall not use such property except for performance or work hereunder or as authorized in writing by Buyer. Such property while in Seller's possession or control shall be kept in good condition, shall be held at Seller's risk, and shall be kept insured by Seller, at its expense, in an amount equal to the replacement costs with loss payable to Buyer. To the extent such property is not material consumed in the performance of this Order, it shall be subject to inspection and removal by Buyer and Buyer shall have the right of entry for such purposes without any additional liability whatsoever to Seller. When directed by the Buyer, Seller shall disclose the location of such property and/or prepare it for shipment and ship F.O.B. to Buyer in as good condition as originally received by Seller, reasonable wear and tear excepted. Seller hereby renounces and waives any right to any lien or other right of retention with respect to the property of Buyer covered by this paragraph.
12. **Termination** – Buyer may terminate work under this purchase order in whole, or from time to time in part, by giving Seller written notice specifying the extent to which Seller's performance is terminated, and the time at which such termination becomes effect.
 - a) After receipt of such notice, and except as otherwise directed by Buyer, Seller shall stop performance under this order to the extent specified in the notice of termination.
 - b) Within thirty (30) days after receipt of the notice of termination, Seller shall submit to Buyer its written termination claim. Seller's failure to submit its termination claim in accordance with the terms of this paragraph shall constitute an unconditional and absolute waiver by Seller of any claim arising as a result of, or in connection with, Buyer's notice of termination.
 - c) Seller shall reasonably assess costs for raw materials, work in process and sub-assemblies as may be included within its termination claim to determine whether or not such items can be used by Seller for the manufacture of associated products or diverted for any other purpose, and to correspondingly reduce its termination claim by the value of such items. When settlement has been made, title to items determined not usable by Seller and charged to Buyer in the termination claim shall vest in Buyer upon payment of the claim, and shall be promptly delivered to Buyer F.O.B. destination.
 - d) In no event shall Seller be entitled to consequential, incidental, or special damages, including, without limitations, anticipated or projected profits, costs or preparing claims, attorney's fees, costs of tooling or equipment, or sales or agents' commissions on the terminated quantity.
 - e) Buyer reserves the right to verify claims hereunder, and Seller shall make available to Buyer, at Buyer's request, all relevant books, records, inventories and facilities for its inspection and audit. In the event Seller fails to reasonably afford Buyer its rights hereunder, then Seller shall be deemed to relinquish any claim asserted under the provisions of this clause.
13. **Termination for Default** - Buyer may, by written notice of default to the Seller, terminate the whole or any part of this Order in any one of the following circumstances: (1) If Seller fails to make delivery of the supplies within the time specified herein as 'Required Date' or any extension thereof; or (2) If Seller fails to perform any of the other provisions of the Order, or so fails to make progress as to endanger performance of the Order in accordance with its term, and in either of these two circumstances does not cure such failure within a period of 5 days (or such longer period as the Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure; or (3) If a petition is filed by or against Seller under the bankruptcy laws of the United States, or Seller makes a general assignment for the benefit of its creditor or a receiver is appointed for any property of the Seller.
14. **Warranty of Price** - Seller warrants that the price for the supplies sold hereunder are no less favorable than those currently extended to any other customer including agencies of the U.S. Government, for the same or like supplies in substantially similar quantities, and under substantially the same terms and conditions. In the event Seller reduces its price for such supplies during the term of this Purchase Order, Seller shall reduce the price hereof correspondingly.
15. **Insurance** – Seller agrees to furnish acceptable certificates evidencing adequate workmen's compensation, public liability, and property damage insurance coverage when requested by Buyer. Seller shall defend, indemnify, and protect Buyer against all claims, liabilities, losses and damages due to injury to or death of any person and damage to or loss of any property arising out of improper performance or negligent work under this order or arising out of allegedly defective material or workmanship in the goods or services provided by this Order or out of any act or omission of an employee or agent of Seller and its Subcontractors while on Buyer's property or in the course of their employment.

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16. **Use of Buyer name** - (a) Seller shall not, without first obtaining the written consent of Buyer, in any manner publish the fact that Seller has furnished or contracted to furnish Buyer the article herein mentioned, or use the name of Buyer and/or its divisions or any of its subsidiaries in Seller's advertising or other publication. (b) If the material specified within this order is peculiar to Buyer's design, either as an assembly or component part of any assembly, or if the material bears Buyer's trademark and/or identifying mark, it shall not bear the trademark or other designation of the maker or seller and similar material shall not be sold or otherwise disposed of to anyone other than the Buyer.
17. **Work on Buyer's or Buyer's Customer's Premises** – If Seller's work under the Order involves operations by Seller on Buyer's or Buyer's Customer's premises; Seller shall take all necessary precautions as Buyer may prescribe to prevent the occurrence of any damage to persons or property during the progress of such work. Seller shall indemnify Buyer against all liability, damage or loss, which may result in any way from any act or omission on the part of Seller, its agents, employees or subcontractors. Without limitation the Seller shall indemnify the Buyer for all damages to Buyer resulting from the Seller's violation of or failure to comply with the Occupational Safety and Health Act of 1970, as amended or regulations or standards there under. Seller shall maintain such Public Liability, Property and Employer's Liability and Compensation insurance as will protect Buyer from said risks and from any claims under any applicable Workman's Compensation and Occupational Disease Act.
18. **Force Majeure** – In the event of an actual or potential delay or failure of performance because of acts of God or other causes beyond Seller's control, including but not limited to labor disputes, Seller shall immediately give notice thereof to Buyer. In the event any of the foregoing, Buyer, in its sole and absolute discretion, may either (i) extend Seller's time of performance, or (ii) terminate the uncompleted portion of the order at no cost to Buyer.
19. **Quality Requirements** - It is essential that quality data requirements required under this Purchase Order be included in the delivery/shipment of hardware or material items being purchased hereby. If the hardware or material is delivered to Buyer without the required data included in the shipment, Buyer reserves the unilateral right to return the hardware or material to the Seller at Seller's expense and to withhold payment for the items until the hardware or material together with its related data, is again delivered to Buyer.
20. **SUSPECT/COUNTERFEIT PARTS:** Seller represents and warrants that it has policies and procedures in place to ensure that none of the supplies or materials furnished under this Purchase Order are "suspect/counterfeit parts" and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to Buyer by Seller. "Suspect/counterfeit parts" are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP). If Buyer reasonably determines that Seller has supplied suspect/counterfeit parts to Buyer, Buyer shall promptly notify Seller and Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, Seller shall be liable for all costs incurred by Buyer to remove and replace the suspect/counterfeit parts, including without limitation Buyer's external and internal costs of removing such a counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's goods after counterfeit parts have been exchanged. In addition, Buyer may unilaterally terminate this order for Convenience depending on the impact of the delivery of Suspect/Counterfeit parts on the Seller's overall performance on this order. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this Purchase Order.
21. **Taxes** – The prices stated herein are inclusive of all federal, state and local taxes and duties applicable hereto, and such taxes and duties shall be separately stated on all invoices. To the extent that the supplies covered by this contract are entitled to tax or duty exemptions, or both, such taxes and duties shall be excluded from the prices stated herein. Exemption certificates shall be obtained by Seller.
22. **Equal Opportunity** – During the performance of this Purchase Order, Seller agrees to comply with all the provision of the Equal Opportunity clause set forth in the Title 41 of the Code of Federal Regulations 60-1.4(a). Wherever the term "contractor" is used in said clause, it will be deemed to refer to Seller.
23. **Occupational Health and Safety Act** – To the extent that any of the items covered by this Purchase Order are to be used by Buyer in connection with its manufacturing or assembly operations, including any activities incidental thereto, Seller hereby certifies and represents that said items comply with all applicable rules and regulations issued under the Occupational Health and Safety Act (U.S. Public Law 91-596 or the Ontario Health and Safety Act), and Seller agrees to defend, indemnify, and hold harmless Buyer from and against any and all claims, losses, damages, costs, and expenses resulting from or arising out of any failure of said items to so comply.
24. **Buyer's Right to Approval of Processing and Sources of Supply** – Seller shall make no change in design, manufacturing, assembly processes, or sources of supply after approval of first article test items without the written approval of the Buyer.
25. **Rights, Remedies** – The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies available at law or in equity. No waiver of a breach of any provisions of this Order shall constitute a waiver of any other breach or waiver of such provision
26. **Fair Labor Standards** – Seller hereby agrees to comply with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended in the performance of work hereunder, and with all applicable regulations and orders issued under Section 14 thereof.
27. **Commercial Item Acquisitions** - The following clauses are hereby incorporated by reference for all commercial off the shelf (COTS) items:: (a) FAR 52.222-26, Equal Opportunity; (b) FAR 52.222.35, Affirmative Action for Special Disabled and Vietnam Era Veterans; and (c) FAR 52.222.36, Affirmative Action for Handicapped Workers, d) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (EO 13201, e) 52.247-64, Preference for privately Owned U.S. Flag Commercial Vessels, and f) 52.219-8 Utilization of Small Business Concerns (May 2004) (15 U.S.C.637 (d)(2)and (3)).



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- 28. **Applicable Law** – Seller agrees to comply with all applicable Federal, State and local laws, rules and regulations.
- 29. **Governing Law** - This order shall be governed by and construed in accordance with the laws of the State of Alabama.

U.S. Government Prime Contracts

In the event a Government contract number is identified on the face of this order, then those provisions of the identified Government Prime Contract applicable to Buyer's the following provisions are applicable to this Purchase Order:

- 30. **General Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) Requirements for Orders Placed on Government Contractors Only** - In the event a Government contract number is identified on the face of this order, then those provisions of the identified Government Prime Contract applicable to Seller are hereby incorporated in this Purchase Order by reference as effective on the date of the Government Prime Contract. Even if not included in the Prime Contract, the following additional provisions are hereby incorporated into this Purchase Order by reference as effective on the date of the Government Prime Contract: (a) FAR 52.203.7 – Anti-kickback Procedures (OCT 1988), (b) FAR 52.203-6 – Restriction on Subcontractor Sales to the Government (JUL 1985) and (c) DFAR 52.203-7001 – Special Prohibition of Employment.
- 31. **SBA Statement** - Note: FAR 52.219-8: "It is the policy of the United States that, small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small women-owned businesses, shall have the maximum practicable opportunities to participate in the performance of contract let by any federal agency.
- 32. **Hazardous Material Identification and Material Safety Data** – If this Purchase Order will require the delivery of hazardous material, as defined in Appendix A of Federal Standard No. 3138 or, on the advice of the Government's technical representative that the Purchase Order will involve exposure to hazardous materials in any manner, e.g., performance of work, use, handling, manufacturing, packaging, transportation, storage inspection, and disposal, the supplier will submit Material Safety Data Sheet(s) as prescribed by Standard No. 313B.
- 33. **Handicapped, Veterans, Small Business Concerns, and Small Disadvantaged Business Concerns** – To the extent that any of the items covered by this Purchase Order are to be used by the Buyer for fulfillment of Government contracts, this Purchase Order incorporates by reference any applicable clause relating to employment of the handicapped, employment of Veterans, or Utilization of Small Business Concerns, and Small Business Concerns owned and/or controlled by socially and economically disadvantaged individuals which may be required under governmental laws, orders, or regulations to be included in any such Purchase Order according to applicable conditions thereof.
- 34. **Termination for Convenience** – (a) in the event this Order has been issued under a U.S. Government prime contract, the performance required hereunder may be terminated in whole or, from time to time, in part, by Buyer in accordance with the Termination for Convenience of the Government clause set forth in Section 52.249-2 of the Federal Acquisition Regulation (FAR) in effect on the date of Buyer's prime contract (which clause is incorporated herein by reference). Where necessary to make the context of that clause applicable to this order, the term "Contractor" shall mean Seller, the term "Contract" shall mean this order, and the term "Government," "Contracting officer", Head of Agency or Secretary" and equivalent phrases shall mean Buyer. Notwithstanding the foregoing, any references to "Disputes" is expressly deleted, and the one year period referenced in subparagraph d) of that clause shall be reduced to six (6) months. (b) in circumstances other than those set forth in subparagraph a) above, Buyer reserves the right to terminate for any reason, all or any part of this order without liability to buyer except to pay 1) the order price for supplies fully delivered prior to notice or termination, (2) all proper costs (which shall be determined in accordance with generally accepted accounting principles and practices and shall be subject to audit by Buyer and/or in the event this order has been issued under a U.S. Government Prime Contract, Federal Government representatives) incurred by Seller in connection with supplies not completed when notice of termination is given and (3) an amount of profit to be negotiated by the parties on all costs reimbursed to Seller of materials on hand or on order or items which no substantial work shall have been performed by Seller. The amounts to be paid Buyer shall not be in duplication of any prior payments nor shall the sum of all payments exceed the Total Order price. Title to all property covered by this subparagraph shall pass to Buyer upon payment by Buyer with Seller retaining the risk of loss or damage to same until delivered to Buyer.
- 35. **DPAS Ratings** – If the face of this order bears a U.S. Government Prime Contract number, FAR 52.211-15 Defense Priority and Allocations Requirements (Sept 1990) applies. If this is a rated order certified for National Defense use, the contractor shall follow all requirements of the Defense Priorities and Allocations Systems regulations (15 CFR 700). The specific order ratings will be found on the face of the purchase order.
- 36. **Inspection and Acceptance** – Buyer and representatives of the United States Government shall have the right to inspect and test all work under this order at all reasonable times including during manufacture. Seller shall furnish without additional charge all reasonable facilities and assistance for safe and convenient inspections and tests.
 - a) Notwithstanding any prior inspection, the passage of title at the F.O.B. point, or any prior payment, all supplies are subject to final inspection and acceptance from Buyer. If the time for final inspection is not specified on the face of this Order, such final inspection shall be made within thirty (30) days after receipt of the supplies at Buyer's facilities.
 - b) If any supplies are found to be defective or otherwise not in conformity with the requirements of this order, Buyer, in addition to its other rights and remedies, may reject such supplies and require either prompt correction or their replacement at Seller's expense, including shipping

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and packing charges. Alternately, Buyer may at its option repair or replace such nonconforming supplies at Seller's expense. Any supplies previously rejected shall not be resubmitted for Buyer's acceptance without concurrent notice of the prior rejection.

- c) All risks of loss or damage to the supplies to be delivered hereunder shall be upon Seller until such supplies are delivered at the F.O.B. point specified on the face of this order. Also, Seller shall bear all risk of loss of or damage to (1) improperly packed supplied during transport to the point of and prior to final inspection and (2) supplies rightfully rejected by Buyer after notice of rejection to Seller until such supplies or replacement therefore are redelivered.
 - d) In addition to its other rights and remedies, Buyer may charge back to Seller's account the amount paid for rejected supplies pending redelivery of same or replacements therefore.
 - e) Buyer's rights and remedies under this paragraph shall be in addition to and shall not be deemed to diminish its rights and remedies provided by law or under the paragraph hereof entitled "WARRANTY" and no action taken by Buyer under this paragraph shall be deemed to extend any delivery dates specified on the face of this order.
37. **Stop-Work Order** - Buyer may, at any time, by written notice to Seller, stop all or any part of the work hereunder for up to ninety (90) days. Upon receiving a stop-work order, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such work. If the stop work order results in an increase in price or schedule, the Seller must submit a claim for equitable adjustment within thirty (30) days after the resumption of work.
38. **CONFLICT OF INTEREST:** It is understood and agreed that the Seller, under the terms of this Purchase Order, or through the performance of the Statement of Work made a part of this Purchase Order, is neither obligated nor expected to deliver or provide material or perform work, which will place the Seller in an Organizational Conflict of Interest, which could serve as a basis for excluding the Seller from supplying products or services to the U.S. Government customer. Further, during the course of this Purchase Order, IGS's cognizant Buyer will not knowingly unilaterally direct the Seller to perform work, in contravention of the above understanding. It will be the Seller's responsibility to identify any situation in which the potential for an Organizational Conflict of Interest exists. However, prior to the execution of any task order or amendment thereto, if the cognizant Buyer discerns the potential for an Organizational Conflict of Interest insofar as the work to be performed thereunder is understood to involve the preparation of a complete specification of materials leading directly, predictably and without delay to a Statement of Work which will be used in the competitive procurement of a system, Seller will be notified and the parties will mutually take action to resolve any potential organizational conflict of interest.