



END USER SOFTWARE LICENSE AGREEMENT For U.S. Government End Users

This Software License Agreement ("Agreement") is between Hexagon US Federal, Inc. ("Hexagon"), a wholly-owned subsidiary of Intergraph Corporation and Hexagon's customer ("Licensee") to whom Hexagon's proprietary software or products containing embedded or pre-loaded proprietary software, or both is made available.

1. Definitions

"Software" (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Hexagon; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Covered Products" means the software licenses for which maintenance services are to be provided to Licensee by Hexagon under a separate maintenance agreement. Covered Products shall also include additional copies of the software (i) where the original software is already covered by an Agreement and (ii) for which additional licenses are purchased or otherwise obtained by Licensee during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.

"Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

"Primary License" means the license(s) of the Software provided to you for general production use as authorized by this EULA.

"Supplementary License" means a license(s) of the Software which is made available by Hexagon for select products to augment Primary Licenses for special purposes. Each Supplementary License requires a Primary License and the term of the Supplementary License shall not exceed the term of the applicable Primary License.

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

"Update" means any modified version, fix, or patch of the Software.

"Upgrade" means each new release of the Software that is a result of an architectural, major, or minor change to the SOFTWARE. Upgrades may be provided with a separate EULA. The EULA delivered with the Upgrade will supersede any EULA or signed license agreement associated with prior releases of the Software.

"User" means licensee or an individual employed by licensee. A User may also include your contractor who requires temporary use of the Software to provide services on your behalf.

2. Limited License – By Licensee placing an order for Software and by Hexagon accepting the order, the parties agree to be bound by this Agreement. Hexagon agrees to provide a limited, non-exclusive, nontransferable license to install and use the Hexagon Software, in object code form only, including any documentation, data or information pertaining thereto strictly in accordance with this Agreement. This license is non-transferable, except as specifically set forth in this Agreement. Licensee assumes full responsibility for the selection of the Software to achieve the intended results, and for the installation, use and results obtained from the Software.



This agreement includes all Software products and the quantities of such Software set forth in the Licensee's order. The Software shall include all enhancements or features in such Software as of the date of shipment. Upon expiration or termination of the agreement, Licensee shall relinquish all license rights to the Software. Hexagon reserves the right to request the Licensee to audit the Licensee's site to ensure the then current authorized quantities of licenses are being used and that the use thereof does not violate this Agreement.

Hexagon programs, including any operating system, integrated software, any programs installed on the hardware, and/or documentation, delivered to U.S. Government end users are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the programs, including any operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to license terms and license restrictions applicable to the programs. No other rights are granted to the U.S. Government unless specifically specified within the terms of this license agreement.

3. Term – This agreement is effective until terminated. This agreement may be terminated as follows:

- (a) by Licensee, by returning to Hexagon the original software or by permanently destroying the software together with all copies, modifications and merged portions in any form
- (b) Upon installation of an Upgrade that is accompanied by a new license agreement covering the software
- (c) Upon expiration of the applicable license files, if this is a temporary license
- (d) by Licensee, by declining maintenance coverage for individual licenses of software for which Licensee has multiple copies under maintenance except in accordance with the relinquishment process described in 3(e)
- (e) Licensee may not remove from any subsequent maintenance Agreement individual software licenses of a Covered Product for which licensee has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, unless Licensee has first certified to Hexagon that the copies of the software for which Customer desires to cease Maintenance Services for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to reinstate Services for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price on the GSA Schedule Pricelist.

4. Maintenance - Maintenance and upgrades are included in the license price only for the first year (12 consecutive months). Customers must purchase maintenance after the first year to receive software updates or upgrades after the first year. Maintenance commences upon shipment of the software licenses. Maintenance is considered a product and provides coverage for one year. Hexagon will provide upgrades, when available, for the Software under Maintenance.

Any Existing Products must be subject to a separate Hexagon maintenance agreement. Customer may choose to not renew maintenance for Existing Products only at the expiration of the term of any maintenance agreement applicable to Existing Products.

5. Excluded Services – Services provided by Hexagon that are outside the scope of Maintenance are specifically excluded from this Agreement. Software support provided by Hexagon hereunder shall not include support calls that are necessary due to failure of software not supplied by Hexagon and not covered under this license agreement. Licensee may not make alterations in or attachments to the Software without prior written consent of Hexagon. If the alteration or attachment interferes with the satisfactory operation of the Software or substantially increases the cost of maintenance, Licensee will remove the alteration or attachment and restore the Software to its prior condition.

6. Limitations on Use - Subject to Section 9, Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited.



Without limiting the general nature of these restrictions, Licensee will not sell, rent, license, lease, lend or otherwise transfer the Software, or any copy, modification, or merged portion thereof, to another company or entity (i.e. intercompany transfer) or person.

Licensee will not, and will not allow or enable any third party to:

- (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code;
- (ii) modify, adapt, create derivative works of, or merge the Software;
- (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain;
- (iv) remove or in any way alter or obscure, any copyright notice or other notice of Hexagon's proprietary rights;
- (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or
- (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, backup, or disaster recover purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

7. Warranty - Hexagon warrants for a period of sixty (60) calendar days from the date of shipment, that software delivery media shall be free from defect in material or workmanship, provided the software is used under normal conditions and in strict accordance with the Agreement. Licensee shall promptly notify Hexagon of any suspected defects in the software media.

Under no circumstances does Hexagon warrant that the software will operate uninterrupted or error free. Hexagon warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

The foregoing warranties are void if failure of a warranted item results, directly or indirectly, from an unauthorized modification of a warranted item; an unauthorized attempt to repair a warranted item, or misuse of a warranted item, including, without limitation, use of a warranted item under abnormal operating conditions or without routinely maintaining a warranted item. Licensee shall promptly notify Hexagon of any suspected defects in software media.

Hexagon's entire liability under this warranty and Licensee's exclusive remedy shall be at Hexagon's sole and absolute discretion: the repair or replacement of any Software item that does not meet the respective warranties given above.

8. Limitation of Liability - EXCEPT AS PROVIDED by an express or implied warranty, Hexagon will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items. Notwithstanding anything to the contrary, Hexagon shall not be liable for any indirect, incidental, consequential, punitive or special damages, including but not limited to, loss of use or production, revenue or profit, or loss of data or claims of third parties, even if Hexagon has knowledge of the possibility of such damages. Under no circumstance shall Hexagon's liability under this agreement exceed the amount that Hexagon has been paid by Licensee under this agreement at the time the claim is made, except as otherwise provided by applicable law, no claim regardless of form, arising out of or in connection with this agreement may be brought by Licensee more than six (6) years after the cause of action has accrued.

9. Ownership – All commercial, off-the-shelf software and third-party developed software furnished by Intergraph hereunder to Licensee shall remain the property of Hexagon, or the respective third party, and is subject to this Agreement.

The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition



Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to Government end user or, if the Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in the License Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

10. Assignment - Neither Hexagon nor Licensee shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld.

11. Nondisclosure - Licensee understands that Hexagon possesses information and data that was developed, created or discovered by Hexagon, or which became known by, or was conveyed to Hexagon, which has commercial value in Hexagon's business and which information and/or data Hexagon considers proprietary and/or confidential. This information and/or data includes, but is not limited to, trade secrets, copyrights, ideas, techniques, algorithms, know how, schematics, formulae, and source and object code computer programs. Licensee agrees to use reasonable efforts to treat and maintain as proprietary and confidential any information or data provided by Hexagon, in whatever form, as it would its own proprietary and confidential information and data and to comply with all license requirements, copyright, patents and trade secret laws as they may pertain to any information or data provided by Hexagon.

12. Disputes – Disputes with the U.S. Federal Government shall be subject to resolution pursuant to the Contract Disputes Act of 1978, as amended.

13. Governing Law - These Terms and Conditions shall for all purposes be construed and enforced under and in accordance with the Federal laws of the United States of America. The parties agree to submit to the jurisdiction of, and agree that venue is proper in these courts in any such legal action or proceedings as addressed in Federal statutes

14. Export Control – Licensee agrees to comply fully with all relevant export laws and regulations of the United States (hereinafter "Export Law") to assure that neither the Software or anything provided hereunder are exported directly or indirectly in violation of said Export Law or are intended to be used for a purpose prohibited by said Export Law.

With respect to the export by Licensee of the Software or anything containing the Software, the disclosure of the Software to a non U.S. national, or any other activities relating to the Software, Licensee agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Hexagon's Software is subject to export controls promulgated by the Government of the United States. Licensee warrants that it will not export or re-export, either directly or indirectly, any such Software without first obtaining any necessary authorization from the U.S. Government, when required. Licensee agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export documents required to comply with U.S. licensing requirements prior to Software shipment.

15. Waiver - Any failure by Hexagon to enforce performance of these terms and conditions shall not constitute a waiver of, or affect Hexagon's right to avail itself of such remedies as it may have for any subsequent breach of these Terms and Conditions.

16. Severability - Whenever possible, each provision of this License Agreement and each related document shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this



Agreement or any related document 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 Agreement or such related document.

17. Applicability - This Agreement applies only to Software purchased through Hexagon's limited license model. Software products purchased through alternate channels, such as term or subscription, may have a separate and/or different End User License Agreement.

18. Entire Agreement – This Software License Agreement, in conjunction with the Licensee's purchase order, and any other governing contractual document, constitute the entire agreement between the parties with respect to the subject matter hereof. Any future representations, promises and verbal agreements related to products, product features, future product enhancements, product functionality, or services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement. This Agreement may not be amended or modified unless done so in writing signed by authorized representatives of both Parties. No provision of this Software License Agreement shall be construed as modifying the provisions of any other agreement between Licensee and Hexagon. Terms and Conditions stated on a Licensee's purchase order, or other terms and conditions in any governing contractual document, will override the above stated Hexagon Software License Agreement.