

HEXAGON
SAFETY & INFRASTRUCTURE

PRINCIPLE CONTRACTING DOCUMENT

This Principle Contracting Document together with the Master Terms referenced below constitutes a Master Agreement by and between **PUERTO RICO ELECTRIC POWER AUTHORITY** ("Customer") and **WORLDWIDE SERVICES, INC. (Worldwide)** and is binding upon the Parties on the Effective Date.

1. Except as modified below, those Master Agreement Terms and Conditions ("Master Terms") attached hereto are incorporated into this Principle Contracting Document as if fully set forth herein

a) The opening paragraph is revised to read:

These Master Agreement Terms and Conditions (the "Master Terms") govern transactions and relations between Customer and Worldwide Services, Inc. FEIN _____ (each a "Party" and collectively the "Parties").

b) 2.1.2 is revised to read:

From time to time, Customer may request from Worldwide or Worldwide may provide Customer a draft Quote and/or Statement of Work (SOW) for Deliverables. Once the Parties mutually agree upon the contents of the Order Documents, as applicable, the Parties shall accept the Order Documents.

c) 2.1.3 is revised to read:

Upon mutual acceptance of the Order Documents, Customer will execute the Order Documents and/or issue a Purchase Order (PO) or a notice to commence work, unless otherwise specified in the Order Documents. Except as set forth in the Order Documents, Worldwide shall not commence work on the Order until it receives from Customer a PO or notice to commence work.

d) 4.2 Payment is revised to read:

Customer shall make payment for any invoices issued by Worldwide within sixty (60) calendar days of the date the invoice was issued.

e) 5.1 Term is revised to read:

The Term of the Master Agreement shall begin on the Effective Date and remain in effect until June 30, 2020, as approved by PREPA's Governing Board Resolution 4727, dated on July 31, 2019 or until the Master Agreement is earlier terminated pursuant to the terms set forth herein or by mutual agreement of the Parties. An Order that is executed prior to the expiration of the term of the Master Agreement shall be governed by the Master Agreement even if the Master Agreement Term expires during the performance of the Order.

f) 5.3.1 is revised to read:

In the event a Party has materially breached an Order, the non-breaching Party may terminate the Order only after providing a thirty (30) calendar day cure period to cure such breach and the breach has not been cured, except for material breaches arising from non-payment. During the thirty (30) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the thirty (30) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Order.

g) 5.3.2 is revised to read:

In the event a Party has materially breached the Master Agreement or multiple Orders, the non-breaching Party may terminate the Master Agreement only after providing a thirty (30) calendar day cure period to

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cure such breach and the breach has not been cured except for material breaches arising from non-payment. During the thirty (30) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the thirty (30) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Master Agreement. If the Master Agreement is terminated pursuant to this paragraph, by the termination date, Worldwide will stop all Work pursuant to any Orders arising under the Master Agreement. In the event the Master Agreement is terminated for cause, Worldwide shall be entitled to, and Customer agrees to pay Worldwide, payment for all Work performed and Software provided on all ongoing Orders up to the termination date, less amounts previously paid by Customer under the affected Orders.

h) Section 10 Insurance is deleted in its entirety and replaced with the following:

The Contractor shall secure and maintain in full force and effect during the life of this Contract as herein, policies of insurances covering all operations engaged in by the Contract in the form of the Certificate of Insurance attached. Commonwealth of Puerto Rico Workmen's Compensation Insurance:

The Contractor shall provide Workmen's Compensation Insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors, agents, and invitees, if any.

Employer's Liability Insurance:

The Contractor shall provide Employer's Liability Insurance with minimum bodily injury limits of \$1,000,000 for each employee and \$1,000,000 for each accident covering against the liability imposed by Law upon The Contractor as result of bodily injury, by accident or disease; including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico.

Commercial General Liability Insurance:

The Contractor shall provide a Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.

Commercial Automobile Liability Insurance:

The Contractor shall provide a Commercial Automobile Liability Insurance with limits of \$1,000,000 combined single limit covering all owned or scheduled autos, non-owned, and hired automobiles.

Professional Liability Insurance:

The Contractor shall provide a Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate.

Requirements Under the Policies:

The Commercial General Liability and Commercial Automobile Liability Insurance required under this Contract shall be endorsed to include:

- As Additional Insured:
Puerto Rico Electric Power Authority (PREPA)
Risk Management Office
PO Box 364267
San Juan, PR 00936-4267
- Worldwide to provide a cancellation or nonrenewable notice to be sent to the above address.
- An endorsement including this Contract under contractual liability coverage and identifying it by number, date and parties to the contract.
- Waiver of Subrogation in favor of Puerto Rico Electric Power Authority (PREPA).
- Breach of Warranties or Conditions:

" The Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice PREPA's rights under this policy."

Bonds:

As a Contract security, the Contractor shall furnish at the time of the execution of the Contract:

- A Performance Bond in the amount of one hundred percent (100%) of the Contract price, with good and sufficient surety satisfactory to PREPA guaranteeing that the Contractor will well and faithfully perform the contract work.
- A Payment Bond in the amount of one hundred percent (100%) of the Contract price, with good and sufficient surety satisfactory to PREPA to guarantee the prompt payment of all labor, supervision, equipment and materials required in the performance of the work.
- All bonds shall be issued in the official form of PREPA.

Furnishing of Policies:

All required policies of insurance shall be in a form acceptable to PREPA and shall be issued only by insurance companies authorized to do business in Puerto Rico.

The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded.

- i) 21.7 Governing Law is deleted in its entirety
- j) The following additional terms are added to the Master Agreement:

23. Income Tax Withholding

Customer will deduct and withhold at source to Worldwide the equivalent of ten percent (10%) from payment for services rendered under this Contract, in compliance with the Internal Revenue Code for a New Puerto Rico, Law 1-2011, section 1062.03, as amended. Notwithstanding, the withholding to be done by Customer as herein stated could be increase to: twenty percent (20%) in the event that Worldwide is a non-resident individual, which is a U.S. citizen, as provided by the Internal Revenue Code for a New Puerto Rico, section 1062.08, or twenty-nine percent (29%) in the event that Worldwide is a non-resident and non U.S. citizen individual, or a foreign corporation or partnership which is not dedicated to industry or business in Puerto Rico, as provided by the Internal Revenue Code for a New Puerto Rico, section 1062.08.

If a Release Letter (Total Waiver Certificate) has been issued to Worldwide by the Treasury Department, the Customer will honor said Release Letter or Waiver and not withhold at source the corresponding released or waived amount, for payment of services rendered under this Contract. Worldwide shall be responsible to submit a copy of said Release Letter to Customer for every calendar year, otherwise, payments under the Contract shall remain subject to withholding at source. All invoices shall be segregated by concepts (services materials, equipment, etc.), to identify the amounts subject to withholding, and avoid undue deductions.

24. Choice of Law

The appearing Parties agree that their responsibilities for damages under this Agreement will be governed by the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico.

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25. Change in Law

During the term of this Agreement, any change in law, including, but not limited to changes in applicable tax law, which causes an increase in Worldwide's costs when supplying the products or services to be acquired by Customer, shall be of Worldwide's responsibility and Customer shall not be obliged to make additional payments nor to pay additional sums to the price or canon originally agreed for those products or services.

26. Novation

Customer and Worldwide expressly agree that no amendment or change order which could be made to the Agreement, during its term, shall be understood as a contractual novation, unless both parties agree to it, specifically and in writing. The previous provision shall be equally applicable in such other cases where Customer gives Worldwide a time extension for the compliance of any of its obligations under the Agreement or where Customer dispenses the claim or demand of any of its credits or rights under the Agreement.

27. Certifications

Previous to the signing of this Contract, Worldwide will have to submit the following documents or certifications:

- Certificate issued by the Treasury Department of Puerto Rico assuring that Worldwide does not owe taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms.
- An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Worldwide has filed its Income Tax Return for the last five (5) years.
- Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that Worldwide does not owe any tax to such governmental agency.
- Certificate, issued by the Department of Labor and Human Resources of Puerto Rico, assuring that Worldwide has paid to the Department of Labor and Human Resources of Puerto Rico its employees' contributions, in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness and social security for chauffeurs); or is paying such contributions by an installment plan in full compliance with its terms.
- Certification, issued by the Child Support Administration, assuring that Worldwide is in compliance with the withholdings required by law as an employer.
- A copy of the certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico.
- Certificate of Good Standing issued by the State Department of Puerto Rico.
- Certificate of Existence issued by the State Department of Puerto Rico.
- Certification issued by the Treasury Department of Puerto Rico which indicates that it does not owe Puerto Rico Sales and Use Taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms.
- Puerto Rico Sales and Use Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Worldwide is in compliance with it.
- A Property Tax Return Certificate issued by the Municipal Revenues Collection Center (MRCC), assuring that Worldwide has filed its Property Tax Return for the last five (5) years.

It shall be Worldwide's responsibility, also, to require all subcontracted third parties to comply with all the previous Certifications and agrees to notify Customer of such compliance.

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Notwithstanding anything to the contrary, Worldwide shall be the only entity under this Contract obligated to provide insurance coverage or make any Certifications arising from this Contract to or for the benefit of PREPA. If any of the previously required Certifications shows a debt, and Worldwide has requested a review or adjustment this debt, Worldwide will certify that it has made such request at the time of granting the Contract. If the requested review or adjustment is denied and such determination is final, Worldwide will provide, immediately, proof of payment of this debt to Customer; otherwise, Worldwide accepts that the owed amount be offset by Customer and retained at the origin, deducted from the corresponding payments.

Specifically, Worldwide recognizes that submittal of the aforementioned certifications and documents is an essential condition of this Contract; and even in the case that they are partially incorrect, there will be sufficient cause for Customer to terminate, cancel or rescind the Contract and Worldwide have to refund all payments received.

28. Anti-Corruption Code for a New Puerto Rico

Worldwide agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time, which establishes the Anti-Corruption Code for a New Puerto Rico. Worldwide hereby certifies that it does not represent particular interests in cases or matters that imply a conflicts of interest, or of public policy, between the executive agency and the particular interests it represents.

Worldwide shall furnish a sworn statement to the effect that neither Worldwide nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for Worldwide has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico or any of the crimes included in Act 2-2018.

Worldwide hereby certifies that it has not been convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

PREPA shall have the right to terminate the Contract in the event Worldwide is convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

29. Agreement Registration

The demand of the obligations of either party under this Agreement will be subject to the filing of the Agreement at the Office of the Comptroller of the Commonwealth of Puerto Rico, in compliance with Act of October 30, 1975, No. 18, as amended.

30. Notices

Any notice to be given hereunder shall be in writing and will be sufficiently served when delivered in person or properly mailed to the following addresses:

To Customer: Puerto Rico Electric Power Authority
PO Box 364267
San Juan, Puerto Rico 00936-4267

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Attention: Eng. José F. Ortiz Vázquez
Chief Executive Officer

To Worldwide : Attn: Safety & Infrastructure Legal Department
305 Intergraph Way
Madison, Alabama 35758
(256) 730-2000

Attention: Víctor Vasile
victor.vasile@hexagonsi.com

Either Worldwide or Customer, upon any change of its address as set forth above, shall notify the other party in writing and from and after giving of such notice, the address therein specified shall be deemed the address of such party for the giving of notices.

31. Conflict of Interest

Worldwide certifies that it does not receive payment or benefit of any nature for services rendered regularly through an appointment to a governmental agency, body, public corporation or municipality of Puerto Rico. Worldwide also certifies that it may have consulting services contracts with other governmental agencies or bodies, but such condition does not constitute a conflict of interest for Worldwide.

32. Transformation Process

The Parties acknowledge that PREPA is undergoing a transformation process, and therefore, both Parties agree that in the eventuality of the execution of a Partnership Contract, Sale Contract or any other PREPA Transaction (as these terms are defined in Act 120-2018), PREPA may sell, assign, convey, transfer, pledge, mortgage, sublease, delegate, hypothecate, or otherwise dispose (each, a "Transfer") any of its rights, title, or interest in this Contract as permitted by applicable law and at any time, and without Worldwide 's consent or cost, expense or incremental liability to PREPA, to any future operator of Puerto Rico's electric power transmission and distribution system or any of its affiliates, or to any governmental agency, body, public corporation or municipality of Puerto Rico; provided, that PREPA shall notify Worldwide no later than thirty (30) days before the effective date of any such Transfer.

33. Non Discrimination

The Parties agree that they will not discriminate against any employee or applicant for employment on account of race, color, gender, age, sex, national or social origin, social status, political ideas or affiliation, religion, for being or perceived to be a victim of domestic violence, sexual aggression or harassment, regardless of marital status, sexual orientation, gender identity or immigrant status, for physical or mental disability, for veteran status or genetic information.

34. Social Security and Income Tax Retentions

In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., the Worldwide will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Contract.

35. Compliance with Act No. 1 of Governmental Ethics

The Worldwide will certify compliance with Act 1-2012, as amended, known as the Ethics Act of the Government of Puerto Rico, which stipulates that no employee or executive of PREPA nor any member of his/he immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Contract, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government. 3 L.P.R.A. § 8611 et seq.

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36. Law for the Strengthening of the Family Support and Livelihood of Elderly People (Law 168-2000)

The Worldwide will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended, the same is current and in all aspects in compliance. Act 168-2000 "Law for the Strengthening of the Family Support and Livelihood of Elderly People" in Spanish: "Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada", 3 L.P.R.A. §8611 et seq.

37. Contract Registration in the Comptroller's Office of Puerto Rico (Act Law 127-2004)

Payment for services object of this Contract will not be made until this Contract is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Law 18 of October 30, 1975, as amended.

38. Prohibitions

- Prohibition with respect to execution by public officers: 3 L.P.R.A. 8615(c): No public officer or employee authorized to contract on behalf of the executive agency for which he/she works may execute a contract between the agency for which he/she works and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office.
- Prohibition with respect to contracting with officers or employees: 3 L.P.R.A. 8615(d): No executive agency may execute a contract in which any of its officers or employees or any member of their family units has or has had direct or indirect economic interest during the last four (4) years prior to their holding office, unless the Governor gives authorization thereto with the previous recommendation of the Secretary of the Treasury and the Secretary of Justice.
- Prohibition with respect to contracts with officers and employees of other Government entities: 3 L.P.R.A. 8615(e): No public officer or employee may be a party to or have any interest in any profits or benefits produced by a contract with any other executive agency or government dependency unless the Governor gives express authorization thereto with previous recommendation from the Secretary of the Treasury and the Secretary of Justice.
- Prohibition with respect to evaluation and approval by public officers: 3 L.P.R.A. 8615(f): No public officer or employee who has the power to approve or authorize contracts shall evaluate, consider, approve or authorize any contract between an executive agency and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office.
- Prohibition with respect to execution by public officers' contracts with former public officers: 3 L.P.R.A. 8615(h): No executive agency shall execute contracts with or for the benefit of persons who have been public officers or employees of said executive agency until after two (2) years have elapsed from the time said person has ceased working as such.

2. All capitalized terms in this Principle Contracting Document shall have the same meaning as provided in the Master Terms except as may be otherwise defined herein.


3. In consideration of the mutual obligations assumed under this Principle Contracting Document, Customer and Worldwide agree to the terms and conditions set forth herein and represent that this Principle Contracting Document has been executed by each Party's duly authorized representative. The signatories represent that they have the authority to bind their respective organizations to this

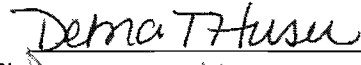
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Principle Contracting Document. This Principle Contracting Document may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Principle Contracting Document signed by each Party for all purposes.

- The Parties accept that the total amount to be paid under this agreement shall not exceed two million three hundred sixty nine thousand six hundred seventeen dollars (\$2,369,617). All payments performed under this agreement will be charged to Customer's budget account number 01-4019-93023-556-644.

AGREED TO BY:

Puerto Rico Electric Power
Authority
Tax ID 660-43-3747
By: 
Name: José F. Ortiz Vazquez
Title: Chief Executive Officer
Date: December 11, 2019

WORLDWIDE SERVICES, INC.
Tax ID: 63-0823144
By: 
Name: Debra T. Huser
Title: Director
Date: 12.02.19

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MASTER AGREEMENT TERMS AND CONDITIONS

These Master Agreement Terms and Conditions (the "Master Terms") govern transactions and relations between Customer and Worldwide Services, Inc. (each a "Party" and collectively the "Parties").

Hexagon will make available to Customer certain proprietary software, including related proprietary documentation, software maintenance services, Cloud Programs, and professional services, all of which will be provided to Customer pursuant to these Master Terms and an Order. Before Hexagon will provide any Software licenses, Cloud Programs or any Services, Customer must agree to these Master Terms and to the terms of a corresponding Order. The Parties agree these Master Terms will govern each Order.

These Master Terms consist of the following:

- The General Terms and Conditions set forth below
- Exhibit A – End User License Agreement
- Exhibit B – Maintenance Terms and Conditions for Software
- Exhibit C – Sample Project Deliverable Sign-Off Form
- Exhibit D – Cloud Program Conditions
- Exhibit E – Common Terms Glossary

GENERAL TERMS AND CONDITIONS

1 Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit E (Common Terms Glossary).

2 Elements of an Order.

2.1 Order Composition.

2.1.1 Each Order will be comprised of Order Documents.

2.1.2 From time to time, Customer may request from Hexagon or Hexagon may provide Customer a draft Quote and/or SOW for Deliverables. Once the Parties mutually agree upon the contents of the Order Documents, as applicable, the Parties shall accept the Order Documents.

2.1.3 Upon mutual acceptance of the Order Documents, Customer will execute the Order Documents and/or issue a PO or a notice to commence work, unless otherwise specified in the Order Documents. Except as set forth in the Order Documents, Hexagon shall not commence work on the Order until it receives from Customer a PO or notice to commence work.

2.1.4 Notwithstanding the forgoing, Orders for Maintenance Services and Cloud Programs shall commence on the date specified in the Order Documents regardless of whether Customer has issued a PO or notice to commence work.

2.2 Pricing. The following minimum elements shall be included with the Order Documents associated with the following types of Orders:

2.2.1 For a Software License Sale, a Quote identifying the Software licenses being procured and the total price for the Software License Sale.

2.2.2 For Time and Materials Project Assignments, a Quote setting forth the number of hours allocated for each grade of Hexagon resource to be utilized on the assignment and the hourly rate for each grade of Hexagon.

2.2.3 For Fixed Price Project Assignments, a Quote and SOW shall set forth the price of the work to be performed for and the Deliverables provided for that Order.

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2.2.4 For Orders for Maintenance Services, a Quote identifying the Software to be maintained and the total price for the associated Maintenance Services.

2.2.5 For Cloud Program Sales, the quantity of License Keys subscribed for, the duration (beginning and end) of the period of the Customer's subscription to the Cloud Program, the amount of Cloud Program Fees payable to Hexagon for the Cloud Program, and a Cloud Services Schedule associated with the ordered Cloud Applications.

2.3 Change Control. During the course of Hexagon's performance under an Order, either Party may request a change in the scope of the Order in writing, delivered to the other Party's project manager. Any changes in price, schedule, or other terms must be documented either by an amendment or change order. No change, as contemplated in this paragraph, shall become effective until agreed to by both Parties in a mutually-executed writing.

2.4 Acceptance. Acceptance will occur based upon the following:

2.4.1 For Fixed Price Project Assignments, when the applicable Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process as set forth in an SOW.

2.4.2 For Time and Materials Project Assignments and Maintenance Services, the Services are accepted as performed.

2.4.3 For a Software License Sale, once the Software has been delivered or access to the Software has been provided.

2.4.4 For a Cloud Program Sale, when the License Keys are provided to Customer.

3 Composition of the Master Agreement.

3.1 Components. The agreement between the Parties (herein referred to as the "Master Agreement") consists of: (1) the Principle Contracting Document, (2) these Master Terms (including the General Terms and Conditions and all Exhibits), (3) any amendments to the Master Agreement, and (4) Orders, together with any change orders, that may be delivered, prepared, or issued after the Effective Date.

3.2 Order of Precedence. In the event of any conflict or inconsistency among documents forming the Master Agreement, the following order of precedence shall be used to determine the resolution of the discrepancy, unless the Parties mutually agree in writing to an alternative decision:

- (1) Any amendments to the Master Agreement;
- (2) The Principle Contracting Document;
- (3) These Master Terms (excluding exhibits);
- (3) Exhibits to these Master Terms; and
- (4) Orders, as amended or modified by a change order.

4 Invoicing and Payment.

4.1 Invoices. Invoices shall be issued based upon the following:

4.1.1 For Software License Sales, Hexagon shall invoice Customer for the amount set forth in the Quote upon delivery of or access having been provided to the Software identified in the Order Documents;

4.1.2 Orders for Fixed Price Project Assignments shall be invoiced and become payable upon completion of a payment milestone identified in the SOW; and

4.1.3 Time and Materials Project Assignments shall be billed and invoiced on a monthly basis as the hours are expended and Onsite Fees are incurred, or after all hours set forth in the Order Documents have been expended, whichever occurs first.

4.1.4 Orders for Maintenance Services shall be billed and invoiced in accordance with Exhibit C.

4.1.5 Cloud Program Sales shall be billed and invoiced in accordance with Exhibit D.

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4.2 Payment. Customer shall make payment for any invoices issued by Hexagon within thirty (30) calendar days of the date the invoice was issued.

4.3 Late Payment. If Customer does not make timely payment, an interest charge of two percent (2%) per month (or the maximum allowed by law, whichever is less), which shall be compounded on a monthly basis, will be due on any unpaid and overdue amounts. To the extent the Customer is the subject of an applicable prompt pay act statute or ordinance, the Customer shall be subject to the terms set forth in that statute(s) and/or ordinance(s) in lieu of the prior sentence.

4.4 Taxes. The purchase price is exclusive of all Federal, State, or Local taxes. Any taxes applied to this sale by a Federal, State, or Local taxing authority will be the responsibility of Customer. Such taxes do not include franchise taxes or taxes based on net income. If Customer is claiming a tax-exempt status, it must submit the proper documentation satisfactory to Hexagon evidencing its tax exempt status. Applicable taxes may be invoiced at any time such taxes become fixed and certain.

5 Term and Termination.

5.1 Term. The Term of the Master Agreement shall begin on the Effective Date and remain in effect for a period of sixty (60) consecutive months or until the Master Agreement is earlier terminated pursuant to the terms set forth herein or by mutual agreement of the Parties. An Order that is executed prior to the expiration of the term of the Master Agreement shall be governed by the Master Agreement even if the Master Agreement Term expires during the performance of the Order.

5.2 Termination for Convenience. Except for Orders for Maintenance Services and Cloud Program Sales, either Party may terminate the Master Agreement or an Order in its sole discretion at any time upon providing the other Party with thirty (30) days written notice. The coverage period applicable to Orders for Maintenance Services shall be governed by Exhibit B and shall survive termination of the Master Agreement if the Master Agreement is terminated for convenience. The term applicable to Cloud Programs shall be governed by Exhibit D and shall survive termination of the Master Agreement if the Master Agreement is terminated for convenience. In the event of a termination pursuant to this paragraph, Customer agrees to pay Hexagon for the Work performed and Software delivered and provided, plus the cost of any labor, equipment, or materials ordered in good faith prior to notice of termination that could not be canceled, less amounts previously paid by Customer for such Work and/or Software. To the extent a Party exercises its right to terminate a specific Order, that termination shall have no effect upon the remaining Master Agreement, which, along with any other active Orders, shall remain in full force and effect. If a Party desires to terminate the Master Agreement, then the Parties shall proceed to wind down all ongoing work under the respective Orders in effect under the Master Agreement by the termination date. Each Party shall take commercially reasonable steps to bring the work to a close and to reduce its costs and expenditures.

5.3 Termination for Cause. Either Party may terminate the Master Agreement or a specific Order, as the case may be, in the event that other Party materially breaches a material term of the Master Agreement or any Order.

5.3.1 In the event a Party has materially breached an Order, the non-breaching Party may terminate the Order only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured, except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Order.

5.3.2 In the event a Party has materially breached the Master Agreement or multiple Orders, the non-breaching Party may terminate the Master Agreement only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Master Agreement. If the Master Agreement is terminated pursuant to this paragraph, by the termination date, Hexagon will stop all Work pursuant to any Orders arising under the Master Agreement. In the event the Master Agreement is

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terminated for cause, Hexagon shall be entitled to, and Customer agrees to pay Hexagon, payment for all Work performed and Software provided on all ongoing Orders up to the termination date, less amounts previously paid by Customer under the affected Orders.

5.3.3 Notwithstanding the foregoing, Hexagon may suspend its performance of or terminate any Order or the Master Agreement for cause if payment is not received within thirty (30) days following the date when payment was due. In the event an Order is suspended or terminated for cause, Hexagon shall be entitled to, and Customer agrees to pay Hexagon, payment for Work performed and Software delivered on said Order up to the suspension or termination date, less amounts previously paid by Customer under the affected Orders. If Hexagon suspends an Order under this paragraph, then it may thereafter terminate the Order upon giving written notice to the Customer.

5.3.4 Notwithstanding the foregoing, Customer may not exercise a termination pursuant to the terms of Section 5.3 if Hexagon's material breach of the terms and conditions of the Master Agreement or any Order thereunder is caused or partially caused by Customer's negligence or failure to perform its obligations.

6 IP Ownership.

Customer acknowledges Hexagon will retain ownership and title of Hexagon IP made or provided pursuant to any Order. All Hexagon Software provided under the Master Agreement is licensed to Customer in accordance with Exhibit A (End User License Agreement) except as it is inconsistent with the terms set forth herein. Third Party Software is licensed to Customer pursuant to the software license agreement delivered with such Third Party Software product.

7 Warranties.

7.1 Software. The Software provided under the Orders is warranted to substantially conform to the user documentation for a period of thirty (30) days from initial installation. This warranty only applies to Software products that are not already covered by a Maintenance Agreement between Customer and Hexagon.

7.2 Subsystem Warranty Coverage. For, and only for, new Subsystems procured/implemented pursuant to an Order under the Master Agreement, the warranty coverage shall be set forth in the applicable SOW, which shall be in lieu of the warranty coverage set forth in Section 7.1.

7.3 Third-party Warranty Coverage. To the extent third-party products are supplied by Hexagon, those products are provided with a pass-thru-warranty from the original manufacturer, if any.

7.4 Disclaimer. Any product information Hexagon has shared with Customer during the proposal and/or contract activities to date was to provide an understanding of Hexagon's current expected direction, roadmap, or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon specifically disclaims all representations and warranties regarding future features or functionality to be provided in any Software or Deliverable. Hexagon does not commit to developing the future features, functions, and/or products discussed in this material beyond that which is specifically committed to being provided by Hexagon pursuant to a valid Order. Customer should not factor any future features, functions, or products into its current decisions since there is no assurance that such future features, functions, or products will be developed. When and if future features, functions, or products are developed, they will be made generally available for licensing by Hexagon.

7.5 Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE, HEXAGON DISCLAIMS (TO THE FULLEST EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED PURSUANT TO THE MASTER AGREEMENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES SET FORTH IN THIS ARTICLE 7 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND, EXCEPT AS SET FORTH IN ARTICLE TITLED "INDEMNIFICATION PROVISIONS" BELOW, REPRESENTS THE FULL AND TOTAL WARRANTY OBLIGATION AND/OR LIABILITY OF HEXAGON.

8 LIMITATION OF LIABILITY

IN NO EVENT WILL HEXAGON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF USE OR PRODUCTION, LOSS OF

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REVENUE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL HEXAGON'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT HEXAGON HAS BEEN PAID BY CUSTOMER UNDER THE INDIVIDUAL ORDER UNDER WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

9 Indemnification Provisions.

9.1 Subject to the limitation of liability provisions in the Master Agreement, Hexagon will defend, at its expense, a third party action, suit, or proceeding against Customer ("Claim"), and indemnify Customer from any judgments, settlements, and reasonable attorney's fees resulting therefrom, to the extent such Claim is (i) attributable to bodily injury, death, or physical damage to tangible property caused by Hexagon's negligent acts or omissions arising under the Master Agreement; or (ii) based upon an allegation that a Software Product, Customized Software, Cloud Application, or Services Deliverable as of its delivery date under the Master Agreement, infringes a valid United States: patent, copyright, or trademark, or misappropriates a third party's trade secret ("Infringement Claim").

9.2 Hexagon's defense and indemnification obligations are conditioned upon:

9.2.1 Customer providing prompt written notice to Hexagon in writing of any Claim;

9.2.2 Hexagon having primary control of the defense of any actions and negotiations related to the defense or settlement of any Claim understanding Hexagon may not settle a claim without Customer's consent if such settlement assigns fault or culpability to Customer; and

9.2.3 Customer cooperating fully in the defense or settlement of any Claim.

9.3 Hexagon will have no obligation to defend Customer or to pay any resulting costs, damages, or attorneys' fees for any Infringement Claims alleging direct or contributory infringement of the Software Product, Cloud Program, or Service Deliverable (i) by the combination of or integration with a product, process, or system not supplied by Hexagon; (ii) by material alteration by anyone other than Hexagon or its subcontractors; (iii) by use after Customer has been notified of possible infringement; (iv) use after modifications are provided to Customer; (v) use after a return for refund as described below is ordered by Hexagon; (vi) the creation of which was pursuant to specifications provided by Customer; or (vii) use other than as specified in the documentation associated with the Software Product.

9.4 In connection with any Infringement Claims, Hexagon, at its own expense and option, may either (i) obtain rights for Customer to continue using infringing Hexagon supplied item; (ii) replace the item with a non-infringing alternative, or modify the allegedly infringing elements of the item, while maintaining substantially similar software functionality or data/informational content; or (iii) refund to Customer a prorated portion of the license fees paid by Customer for the infringing item(s); provided that proration for perpetually licenses software shall be based on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery. In the event of a prorated return, Customer will uninstall, cease all use of and return to Hexagon the infringing item(s).

9.5 In no event will the indemnification for Infringement Claims apply to any Beta Software or sample, hot fix, royalty-free, or evaluation software delivered pursuant to the Master Agreement.

9.6 Hexagon is not required to indemnify or defend Customer against Claims brought by any Customer Affiliate.

9.7 This Article provides the sole and exclusive remedies of Customer and Hexagon's entire liability in the event of a Claim. Customer has no right to recover and Hexagon has no obligation to provide any other or further remedies, whether under another provision of the Master Agreement or any other legal theory or principle in connection with a Claim.

10 Insurance.

10.1 Policies and Coverage Amounts. Hexagon agrees to procure and maintain in force during the term of the Master Agreement, at its own cost, the following policies and amounts of coverage:

10.1.1 Workers' Compensation Insurance as required state statute or regulation.

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10.1.2 Commercial General Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, and personal injury.

10.1.3 Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, with respect to each of Hexagon's owned, hired or non-owned vehicles assigned to or used in performance of the services or work under the Master Agreement.

10.1.4 Umbrella/Excess Coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence.

10.2 Policy Maintenance. Hexagon shall procure and maintain, and shall cause any subcontractor of Hexagon to procure and maintain, the minimum insurance coverages listed herein. All policies shall be continuously maintained for the term of the Master Agreement.

10.3 Certificate of Insurance. A Certificate of Insurance shall be completed by Hexagon's insurance agent(s) as evidence that policies providing the required coverage amounts, conditions, and minimum limits are in full force. The completed Certificate of Insurance shall be sent to the contact person identified in the Principle Contracting Document.

10.4 Insurance Deductible. Hexagon shall be solely responsible for any deductible losses under the policies required above.

11 Security and Breach Notification

11.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents. In the event of a Security Incident, Hexagon will provide a Security Incident report to the Customer or its Affiliates via the HelpDesk website or Cloud Portal (as applicable). The report shall be provided as soon as practical following discovery and investigation of a Security Incident.

12 Dispute Resolution.

12.1 Resolution Protocol. The Parties shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to the Master Agreement or Order made pursuant to the Master Agreement ("Dispute") in accordance with the provisions set forth herein. If either party disputes any provision of the Master Agreement (the "Disputing Party"), or the interpretation thereof, or any conduct by the other party under the Master Agreement, that Party shall bring the matter to the attention of the other party at the earliest possible time in order to resolve the Dispute except for Disputes for non-payment. If such dispute is not promptly resolved by the employees responsible for the subject matter of the dispute, the Disputing Party shall be permitted to deliver to the non-Disputing Party contact person identified in the Principle Contracting Document a written notice of the dispute, whereupon the Parties shall endeavor in good faith to escalate the dispute to appropriate executives for each Party for resolution within fifteen (15) business days, or such longer period as to which the Parties may mutually agree.

12.2 Mediation. To the extent a dispute is not resolved through the process outlined in the previous section and remains unresolved, the Parties agree to enter into non-binding mediation to resolve the dispute. Within sixty (60) calendar days, of the issuance of the Dispute Notice, or such longer period that is mutually agreeable to the Parties, the Parties agree to identify a mutually acceptable mediator who shall mediate the dispute. If after making reasonable efforts to identify a mutually acceptable mediator and no later than fifty (50) calendar days after the issuance of the Dispute Notice, the Parties are unable to identify such a mediator, the Disputing Party shall provide the non-disputing party with a list of five (5) proposed mediators. The non-disputing shall have five (5) business days from receipt of such list from the Disputing Party to identify one proposed mediator on the list to use as a mediator. If the non-disputing Party fails to identify and communicate its choice to the Disputing Party in the time allotted, then the Disputing Party shall be permitted to unilaterally identify the mediator from the list of five (5) mediators previously given who shall mediate the Dispute. The mediator shall be an attorney licensed to practice law in the state courts identified in section below titled "Governing Law". Subject to the mediator's availability, the Parties agree to mediate the dispute within thirty (30) days after the Parties have identified a mediator who has agreed to mediate the dispute. To the extent the mutually identified mediator is unavailable, unwilling, or unable to mediate

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the Dispute, the Parties shall utilize the same steps listed above to identify a new mutually agreeable mediator. To the extent the Disputing Party had to prepare a list of proposed mediators previously, it shall prepare and transmit a revised list within five (5) business days of receiving notice of the proposed mediator's unavailability. Subject to the mediator's requirements, the Parties agree they shall be permitted to attend the mediation via telephone or video conferencing. The Parties agree to pay in equal shares the mediator's fee and expenses unless otherwise agreed to pursuant to a settlement agreement.

12.3 Prerequisites to Litigation. Except for disputes for non-payment, only after the Parties have endeavored to resolve the dispute through the processes outlined in the immediately preceding two sections may a Party commence litigation to resolve the dispute.

12.4 Injunctive Relief. Notwithstanding the foregoing, either Party may, before or during the exercise of the informal dispute resolution procedures set forth above, apply to a court identified in the section titled "Forum" for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

13 Notices.

All notices given between the Parties shall be in writing and shall be considered properly sent by postage prepaid United States Mail or overnight carrier to the Customer and/or Hexagon representative, as applicable and identified in the Principle Contracting Document, or such substitutes as may hereafter be disclosed by proper notification.

14 Force Majeure.

Neither party shall be deemed to be in default of any provision of the Master Agreement or an Order or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, criminal acts, acts of God, acts of civil or military authority, cyber-attack, labor disruption, civil disturbance, or any other cause beyond its reasonable control.

15 Place of Performance.

To the extent necessary, Customer agrees to provide appropriate work space and work place accommodations; computer equipment; software; access to relevant data, documents, plans, reports, and analyses; and necessary access to Hexagon personnel to perform work on an Order. To the extent work is performed remotely, Customer must provide VPN or secured remote connectivity (including a log-on and password) to all servers and workstations requiring installation/configuration by Hexagon.

16 Amendments.

Any and all amendments to the Master Agreement shall specifically reference the fact the amendment is intended to alter the terms and conditions set forth herein. No Order or change order to an Order shall affect the terms and conditions set forth herein.

17 Confidential Information.

The Parties agree not to disclose Confidential Information provided to it by the disclosing party to the maximum extent allowable under applicable law unless it first obtains the disclosing party's written consent to such disclosure. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this provision of the Master Agreement by the non-disclosing party and the disclosing party may be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision of the Master Agreement but will be in addition to all other remedies available at law or equity. The covenants set forth herein and the rights and obligations related thereto shall continue for a period of five (5) years from the date of disclosure.

18 Assignment.

Neither party shall assign, sublet, or transfer all or any portion of the Master Agreement, nor any interest in the Master Agreement, without the express written consent of the non-assigning party, which consent may be granted or withheld in the sole discretion of the non-assigning party. Notwithstanding the foregoing, Hexagon may assign its rights and obligations under the Master Agreement, without the approval of

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Customer to: (1) an Affiliate or (2) another business entity in connection with a merger, consolidation, or reorganization of Hexagon or any of its subsidiaries.

19 Export.

Hexagon IP, including any technical data related to Software or Services, is subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. Hexagon IP, including any technical data related to Software or Services, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

- To Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine or any national of these countries or territories.
- 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 (http://export.gov/ecr/eg_main_023148.asp).
- To any entity if Customer 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.
- To any entity if Customer knows, or has reason to know, that a reshipment contrary to United States law or regulation will take place.

Customer agrees to hold harmless and indemnify Hexagon and its Affiliates for any causes of actions, claims, costs, expenses and/or damages resulting to Hexagon from a breach of the export restrictions set forth in the Master Agreement by Customer or any User. Any questions regarding export or re-export of the Software should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, 35758, USA or at exportcompliance@intergraph.com. If the Software Product Customer 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.

If Customer 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 rédigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) Customer is responsible for complying with any local laws in Customer's jurisdiction which might impact Customer's right to import, export or use the Software Product, and Customer represents that Customer has complied with any and all regulations or registration procedures required by applicable law related to the use and importation of the Software Products.

20 Non-Solicitation of Employees.

Customer agrees that it will not, without the prior written consent of Hexagon, solicit any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the term of the Master Agreement and for a period of twelve (12) months after the Master Agreement expires or is terminated.

21 Miscellaneous.

21.1 Authority. Each Party represents and certifies to the other Party it has the requisite legal authority to enter into and be bound by the Master Agreement and all Orders arising from the Master Agreement.

21.2 Survival. In addition to other provisions that are specifically identified as surviving termination of this Master Agreement, the rights and obligations in sections titled "IP Ownership", "Limitation of Liability", "Dispute Resolution", "Confidential Information", "Export", and the terms of any license granted pursuant to

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the Master Agreement (including, but not limited to, Exhibit A), shall survive and continue after expiration or termination of the Master Agreement, shall remain in effect until fulfilled, and shall apply to any permitted successors and assigns. Upon termination of the Master Agreement, the provisions of the Master Agreement, including those in the preceding sentence, which by their express terms survive termination, shall remain in full force and effect.

21.3 **Waiver.** The waiver by either Party of any of its rights or remedies in enforcing any action or breach under the Master Agreement in a particular instance shall not be considered as a waiver of the same or different rights, remedies, or actions for breach in subsequent instances.

21.4 **Severability.** If any provision of the Master Agreement or an Order is void, voidable, unenforceable, or illegal in its terms, but would not be so if it were rewritten to eliminate such terms that were found to be voidable, unenforceable, or illegal and such rewrite would not affect the intent of the provision, then the provision must be rewritten to be enforceable and legal.

21.6 **Headings.** Numbered topical headings, articles, paragraphs, subparagraphs or titles in the Master Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

21.7 **Governing Law.** The Master Agreement shall for all purposes be construed and enforced under and in accordance with the laws applicable to and governing the Customer's location as identified in applicable Order Documents. The Parties agree any legal action or proceeding relating to the Master Agreement shall be instituted in an appropriate court having personal jurisdiction over Customer. The Parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceeding. The Parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

21.8 **Independent Contractor.** The Parties agree that Hexagon is an independent contractor, that nothing in the Master Agreement shall be construed as establishing or implying a relationship of master and servant between the Parties, or any joint venture or partnership between the Parties, and that nothing in the Master Agreement shall be deemed to constitute either of the Parties as the agent of the other Party or authorize either Party to incur any expenses on behalf of the other Party or to commit the other Party in any way whatsoever. Hexagon and its agents, employees, or subcontractors shall at no time be deemed to be agents, employees, or subcontractors of Customer, or be deemed to be under the control or supervision of Customer when carrying out the performance of its obligations in the Master Agreement. Without the prior written consent of Customer, Hexagon shall not carry on any activity that could be construed as being on behalf of Customer.

21.9 **Limitation on Claims.** Except as otherwise prohibited from applicable law, no claim, regardless of form, arising out of or in connection with the Master Agreement may be brought by Customer more than two (2) years after the event giving rise to the cause of action has occurred.

21.10 **Anti-Bribery.** Each Party hereby certifies it shall comply with all applicable laws in carrying out its duties under this Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act ("FCPA"). In particular, Customer, on behalf of itself and its Affiliates, and Hexagon, each severally represent and agree that: Such party is familiar with the FCPA and its purposes and agrees to comply with the acts. Specifically, such party is aware of and will comply with the FCPA's prohibition of the payment or the gift of any item of value, either directly or indirectly, to an official of a government, political party or party official, candidate for political office, or official of a public international organization, for the purpose of influencing an act or decision in his/her official capacity, or inducing him/her to use his/her influence with the government to assist a company in obtaining or retaining business for, with, or in that country or directing business to any person; Such party has not made, and will not make, payments to third parties which such party knows or has reason to know are illegal under the FCPA, or the laws of any applicable jurisdiction; The method of making payment to Hexagon as provided hereunder is not in violation of the law of any applicable jurisdiction. Either Customer or Hexagon has the right to terminate the Master Agreement upon any violation of the FCPA or similar laws by the other Party.

21.11 **Hexagon Authority.** BY ISSUANCE OF A QUOTE TO CUSTOMER WITHOUT THE WORD "DRAFT" OR SIMILAR MARKINGS OR DISCLAIMERS THEREON, HEXAGON REPRESENTS IT HAS

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THE REQUISITE LEGAL AUTHORITY TO ENTER INTO AND BE BOUND BY THE MASTER AGREEMENT AND THE ORDER INTENDED TO RESULT FROM THE QUOTE. BY EXECUTING THE QUOTE AND RETURNING IT TO HEXAGON, CUSTOMER REPRESENTS AND CERTIFIES TO HEXAGON IT HAS THE REQUISITE LEGAL AUTHORITY TO ENTER INTO AND BE BOUND BY THE MASTER AGREEMENT AND THE ORDER ASSOCIATED WITH THE EXECUTED QUOTE.

22 Entire Agreement.

The Master Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. Except as otherwise provided in the Principal Contracting Document, the Master Agreement supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of the Master Agreement. Any future representations, promises and oral agreements related to the products, product features, future product enhancements, product functionality, or services covered by the Master Agreement will be of no force or effect unless reduced in writing and made a part of the Master Agreement or an Order thereto. The Master Agreement may not be amended or modified unless so done in a writing signed by authorized representatives of both Parties. The pre-printed terms and conditions of Customer's PO or any other terms and conditions of a Customer PO shall be void, even if issued subsequent to the effective date of the Master Agreement, and shall not be deemed to constitute a change to the Master Agreement.

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EXHIBIT A



HEXAGON
SAFETY & INFRASTRUCTURE

END-USER LICENSE AGREEMENT

The additional terms and conditions set forth in this End User License Agreement ("EULA") shall govern the Software Products provided by Hexagon to Customer as described in Order Documents.

If Customer does not agree to the terms of this EULA, Customer is not authorized to, and Customer shall not, download, install, or use a Software Product. Customer agrees to timely pay all charges due and payable for Customer's use of any Software Product.

1 DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the associated Exhibit titled "Common Terms Glossary."

2 LICENSE GRANT.

2.1 Provided Customer is not in breach of any term or condition of this EULA or the applicable Order for a Software Product, Hexagon hereby grants Customer a limited, non-exclusive license to install and use the Software Product, up to the quantity purchased, in object code form only, strictly for Customer's internal use and strictly in accordance with this EULA. The license is non-transferable, except as specifically set forth in this EULA. Customer assumes full responsibility for the selection of the Software Product to achieve Customer's intended results, and for the installation, use, and results obtained from the Software Product.

2.2 Minimum Requirements. The Software Product may require Customer's System to comply with specific minimum software, hardware, and/or Internet connection requirements. Hexagon will append the applicable minimum requirements to Order Documents for Software License Sale under which a Software Product is purchased.

2.3 License Type and Mode. Software Products are licensed as either Primary Licenses or Supplementary Licenses. There are two (2) types of Primary Licenses and seven (7) types of Supplementary Licenses as described below. Depending on Customer's license, a license may be used in either Concurrent-Use mode or Node-Locked mode. The license type and mode for the Software Product Customer subscribed to or obtained will be designated (per the abbreviations set forth below) in the product description set forth on the proposal, quote, SOW, or packaging provided with the Software Product, and, if an electronic license manager tool is incorporated in the Software Product, verified by the Hexagon license system. If not otherwise indicated, Customer's license type and mode will be a Node-Locked Primary License. Each license of the Software Product is subject to the terms of this EULA.

2.3.1 Primary Licenses are described below:

(a) Concurrent-use mode (CC) allows for the checking in and checking out of the total available licenses of the Software Product for Users. At any point, Customer may run as many copies of the Software Product as Customer have licenses. If the Software Product is enabled to be run in a disconnected mode, as set forth in the Installation Guide, a User may check out a license from the System for mobile or home use, thus reducing the total number of licenses available in the license pool until the license is checked back in to the System. If the Software Product is not enabled to be run in a disconnected mode, the mobile or home computer will require a Node-Locked License. If the anticipated number of Users of the Software Product will exceed the number of applicable licenses, and in the absence of a license manager tool incorporated in the Software Product, Customer must use a reasonable mechanism or process to assure that the number of persons using the Software Product concurrently does not exceed the number of licenses. Customer consents to the use of a license mechanism, license files, hardware keys, and other security

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devices in connection with the Software Product and agree not to attempt to circumvent, reverse engineer, or duplicate such devices.

(b) Node-Locked mode (NL) allows a single copy of the Software Product to be stored on hard disk and loaded for execution on a single designated workstation, or, for software designed for use on a handheld device, for execution on a single designated handheld device.

2.3.2 Supplementary Licenses are described below:

(a) Backup License (BCK) is licensed solely for "cold standby" when manual switchover of the Software Product to the Supplementary License is required in the event of failure of the Primary License.

(b) Developer's License (DEV) is a license of a Web-based Software Product that is delivered solely in connection with the Primary License of such Software Product for the purposes of developing and testing Customer's website built only with the Software Product. Developer's Licenses shall not be used for production purposes (i.e. a fully deployed website).

(c) Load Balancing License (LOB) is a license of a Web-based Software Product solely for use as a second or successive license on a web cluster to balance the load with the Primary License on multiple servers represented by one (1) IP address.

(d) Redundant License (RDT) is licensed solely for "hot standby" when automatic switchover of the Software Product to the Supplementary License is required in the event of failure of the Primary License.

(e) Test License (TST) is licensed solely for testing purposes. However, Hexagon also allows a Test License to be used to conduct no-cost training on test servers for a maximum of thirty (30) days per year.

(f) Training License (TRN) is licensed solely for training purposes.

(g) Secondary License (SEC or TFB) is licensed for non-productive use for training, development, testing, failover, backup, etc. Number of Secondary Licenses cannot exceed the number of purchased Primary Licenses.

2.4 Updates and Upgrades. If the Software Product is an Update or Upgrade to a previous version of the Software Product, Customer must possess a valid license to such previous version in order to use the Update or Upgrade. The Software Product and any previous version may not be used by or transferred to a third party. All Updates and Upgrades are provided to Customer on a license exchange basis. Updates are subject to all of the terms and conditions of this EULA and any other provisions applicable to the Software Product. By using an Update or Upgrade, Customer: (i) agrees to voluntarily terminate Customer'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, Customer will take prompt action to install such Update as directed by Hexagon. If Customer fails to do so, Customer acknowledges the Software Product may not work correctly or Customer will not be able to take advantage of all of the Software Product's available features. In any event, Hexagon will not be liable for additional costs Customer incurs as a result of Customer's installation or failure to install an Update.

3 RIGHTS AND LIMITATIONS. Please see specific exceptions and additional terms related to GeoMedia Viewer Software, Beta Software, Evaluation Software, and Educational Software set forth at the Addendum to this EULA.

3.1 THE FOLLOWING ARE PERMITTED FOR YOUR LICENSE:

3.1.1 Customer 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. Customer may not transfer the rights to a backup copy unless Customer transfers all rights in the Software Product and license as provided for in Section 3.1.2. Any other copying of the Software Product, any use of copies in excess of the number of copies Customer have been

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authorized to use and have paid for, and any distribution of the Software Product not expressly permitted by this EULA, is a violation of this EULA and of federal or applicable governing law.

3.1.2 Customer may transfer the Software Product and license within Customer's company (intra-company transfer), subject to the terms of this EULA. If Customer transfers the Software Product, Customer must at the same time either transfer all copies, modifications, or merged portions, in whatever form, to the same party, or Customer must destroy those not transferred.

3.1.3 For a Web-based Software Product:

(a) Customer may run multiple Websites and provide multiple Webservices to Customer's client users with a single license.

(b) Customer may distribute client side web page plug-ins (e.g., ActiveX controls, Java applets and applications, Enhanced Compressed Wavelet (ECW) plug INS) to Users.

(c) Customer may load this Web-based Software Product on multiple machines within a cluster that is acting as a single web server, provided Customer has obtained the applicable number of Load Balancing Licenses or number of Cores from Hexagon and the total number of map servers or number of Cores deployed do not exceed the quantity licensed.

(d) Customer may only copy and distribute the Java script source files to support the Web-based Software Product's output vector map type and Customer's associated websites, and Customer may prepare derivative works solely for Customer's internal use.

3.1.4 Unless otherwise stated in the Installation Guide, for Software Products which contain XSL Stylesheets for presenting XML Files, Customer may only use the XSL Stylesheets and derivative works thereof for the purpose of presenting XML Files and derivative works thereof (collectively, "XML Products") for Customer's enterprise. Customer may not distribute the XSL Stylesheets or XML Products on a stand-alone basis. XSL Stylesheets may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material, or any material that infringes upon any third party intellectual property rights, or otherwise in any illegal manner. All XSL Stylesheets supplied with the Software Product are and will remain the property of Hexagon.

3.1.5 Unless otherwise stated in the Installation Guide, for Software Products that are delivered with an Application Programming Interface ("API") and/or configuration set-up, Customer may use the API(s) to write Customer's own extensions to the Software Products, and Customer may use configuration setup to configure the Software Product, but only to the extent permitted by the API(s) and/or configuration setup. Insofar as Hexagon does not transfer to Customer any rights in its Intellectual Property by allowing Customer to write Customer's own extensions using the API(s) or to configure the software via the configuration set-up, Customer hereby agrees and acknowledges that Hexagon retains all rights in its Software Product, API(s), and configurations. Except where otherwise provided for in writing, Hexagon does not make any representations or warranties with respect to such extensions and/or configurations and to the maximum extent permitted by applicable law, Hexagon and its suppliers disclaim all warranties, either express or implied, relating to such extensions and/or configurations, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use and non-infringement. Subject to the foregoing, Customer's use of such extensions and/or configurations is solely at Customer's own risk, and Customer hereby agrees to indemnify and hold harmless Hexagon and its suppliers with respect to such extensions and/or configurations.

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

3.1.7 At all times, Customer 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.

3.2 THE FOLLOWING ARE PROHIBITED FOR YOUR LICENSE:

3.2. Customer may not, and Customer may not authorize anyone else to:

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3.2.1 sell, rent, license, lease, lend, or otherwise transfer the Software Product, or any copy or modification, to another company or entity or person. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 decompile, disassemble, or otherwise reverse engineer the Software Product.

3.2.3 work around any technical limitations in the Software Product.

3.2.4 publish the Software Product for others to copy or use.

3.2.5 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.

3.2.6 re-use the component parts of the Software Product with a software product other than the Software Product Customer is licensed to use or re-use the component parts of the Software Product on different computers, servers, or devices. The Software Product is licensed as a single product.

3.2.7 circumvent any license mechanism in the Software Product or the licensing policy.

3.2.8 use or view the Software Product for any purposes competitive with those of Hexagon.

3.2.9 use the Software Product except as expressly set forth in this EULA.

3.2.10 For a Desktop-based Software Product that is Node-Locked:

(a) run the Software Product for Web-based applications.

(b) allow the Software Product to be used by multiple Users on a single workstation at the same time.

3.2.11 use the Developer's License for production purposes (i.e., a fully-deployed website).

3.2.12 publish to a third party any results of benchmark tests run on the Software Product. The sample and demo data set(s) and related script(s) delivered with some Software Products (the "Sample Data") are provided solely for the purpose of instructing the User on how to use the Software Product with which the Sample Data are delivered. The Sample Data are licensed in conjunction with the Software Product and are not to be redistributed, licensed, sold, transferred, used, or otherwise dealt with in a production solution without Hexagon's prior written consent.

3.2.13 For a Web-based Software Product:

(a) operate software as a service or hosting without the prior written consent of Hexagon.

(b) use a Load Balancing License (LOB) of the Web-based Software Product detached of its Primary License.

(c) use Primary Licenses (and their allocated Load Balancing Licenses) ordered or delivered under a single part number (e.g. "product name – WORKGROUP") for other entities or organizations or at a different physical geographic address.

3.3 Core Restrictions for Hexagon APOLLO Software Product: License fees and installation restrictions for Hexagon APOLLO Software Products may be based on the number of Cores present in the server on which the Hexagon APOLLO Software Products are installed. The license type for APOLLO will be designated in the product descriptions set forth on the proposal, quote or packaging provided with the Software Product. If Customer's APOLLO Software Products are Core based, this section will apply. Each product can be licensed in multiples of four (4) Cores, up to a maximum thirty-two (32) Cores. Customer are responsible for determining the number of Cores on Customer's host server and ordering the appropriate number of Core licenses. Each license of a Hexagon APOLLO Software Product must be installed only on a single server. For example, an 8-Core license does not permit Customer to install two copies of a component, each on a 4-Core server. In a virtualized data processing environment, where

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hyper-threading, "virtual machine" technology or other similar techniques create "virtual processors" which do not necessarily correspond to the physical Cores present on the server. Customer's usage rights depend on the relationship between the number of Cores for which Customer is licensed, the number of physical Cores present on the host server, and the number of processors available to the Hexagon APOLLO Software Product in the virtualized environment, as follows: if the number of Cores for which Customer is licensed equals or exceeds the number of physical Cores present on the host server, then additional virtual processors created by hyper-threading or other methods of multi-tasking a physical Core do not violate Customer's licensing restriction. However, if Customer wishes to install the Hexagon APOLLO Software Product on a host server having a greater number of physical Cores present than the number of Cores for which Customer is licensed, Customer must operate the Hexagon APOLLO Software Product only within a "guest" virtual machine that accesses a maximum number of processors (whether virtual, physical or both) that is less than or equal to the number of Cores for which Customer is licensed.

3.4 The Software Product is not one hundred percent (100%) fault-tolerant. The 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"). Customer is not licensed to use the Software Product in, or in conjunction with, any High Risk Use. High Risk Use of any Software 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. Customer hereby agrees not to use the Software Product in, or in connection with, any High Risk Use. High Risk Use shall not mean any use of the Software Product for purposes it is regularly marketed and sold (e.g., computer aided dispatch software may be used to dispatch emergency services).

3.5 Indemnification by Customer. Customer agree to hold harmless and indemnify Hexagon for any causes of action, claims, costs, expenses and/or damages resulting to Hexagon from a breach by Customer or any User of any of the limitations or prohibited actions set forth in this EULA.

4 TERM.

This EULA is effective until terminated or until Customer's software subscription or lease expires without being renewed. This EULA may be terminated (a) by Customer, 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 Customer's breach of any of the terms hereof or Customer's failure to pay the appropriate license or subscription fee(s); (c) upon Customer's installation of an Upgrade that is subject to a new applicable license agreement covering the Software Product Upgrade; or (d) by expiration of the applicable license files, if this is a temporary license. Customer agree upon the earlier of the termination of this EULA or expiration of Customer's software subscription to cease using and to permanently destroy the Software Product (and any copies or modifications 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.

5 AUDIT.

Hexagon shall have the right, during Customer's normal business hours, to audit Customer's use of the Software Product and Customer's compliance with the provisions of this EULA. Hexagon will provide Customer with thirty (30) days prior written notice of an audit. The right of 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 Customer. During the audit, Customer shall allow Hexagon's personnel to be provided reasonable access to both Customer's records and personnel. The cost of the audit shall be paid by Hexagon unless the results of the audit indicate that Customer has underpaid fees to Hexagon, in which case, Customer agrees to promptly pay Hexagon such fees at the then current price for the Software Product license or software subscription plus interest on such underpayments from the commencement of use of such Software Product, at the lesser of two percent (2%) per month or the highest rate allowed by applicable law, and Customer further agrees to bear all costs associated with the audit.

In addition to the foregoing provisions related to general auditing, Hexagon shall have a right to obtain certain documentation from you, as follows. If the Software Product includes logging mechanisms intended to track usage volume or quantity, you shall not intentionally interfere with such mechanisms, and you shall

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transmit log files associated therewith to Hexagon upon Hexagon's demand and in accordance with Hexagon's reasonable transmission instructions. Hexagon shall not demand the transmission of usage tracking log files more frequently than four (4) times in any calendar year. If log files establish an underpayment of fees to Hexagon, such underpayment will be addressed on the same basis as an underpayment discovered as a result of a general audit.

6 RESTRICTIONS.

6.1 Territorial Use Restriction. Unless otherwise specifically permitted in writing by Hexagon, use of the Software Product outside the country in which it is licensed is strictly prohibited.

7 ADDENDA

7.1 One or more of the following addenda (evidenced by the following hyperlinks) shall be applicable to Customer in the event that certain Software provided to Customer pursuant to any Order is Software that also makes use of the products identified in such addendum:

https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/Terms_SAPEulaAddendum/Terms_SAPEulaAddendum.pdf

https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/Terms_OracleEulaAddendum/Terms_OracleEulaAddendum.pdf

https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/Terms_WebRMSEulaAddendum/Terms_WebRMSEulaAddendum.pdf

https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/Terms_OracleTechEulaAddendum/Terms_OracleTechEulaAddendum.pdf

https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/Terms_MapEditorArcGISAddendum/Terms_MapEditorArcGISAddendum.pdf

https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/Terms_HEREAddendum/Terms_HEREAddendum.pdf

https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/Terms_GSPAddendum/EULA-GSP-Addendum_05-2019.pdf

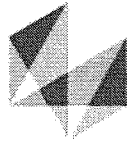
https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/Terms_ESRIAddendum/EULA-ESRI-Addendum_04-2019_FINAL.pdf

https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/Terms_ClevestAddendum/EULA-Clevest-Addendum_04-2019.pdf

7.2 The Addendum for Certain Products attached to this EULA is applicable to Customer in the event that the Software Product is one that also makes use of the products identified therein.

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HEXAGON END-USER LICENSE AGREEMENT
ADDENDUM FOR CERTAIN PRODUCTS

This Addendum is applicable to Customer in the event that the Software Product is one that also makes use of the products identified below. If applicable, this Addendum ("Addendum") sets forth the terms of the Customer's use of the Software Product in addition to the terms of the END-USER LICENSE AGREEMENT ("EULA") provided to the Customer at the time of purchase. This Addendum shall only apply to Customer if Customer use any of the products identified below. To the extent not inconsistent with this Addendum, all terms of the EULA shall apply to the use of the Software Product. In the event of a conflict of terms between the EULA and this Addendum, this Addendum shall take precedence over the EULA.

1 Geospatial Desktop Program. This Article only applies if the Software Product is that particular bundle of applications known as the "Geospatial Desktop Program."

1.1 Definitions.

1.1.1 "Effective Addendum Date" shall mean the later of (i) the date of delivery of the License Key(s) to Licensee, (ii) the date the Geospatial Desktop Program goes into production, or (iii) such later date as specified in the Quote.

1.1.2 "Existing Products" - any Hexagon software products held by Customer prior to entering into this addendum that are duplicative of one or more components of the Geospatial Desktop made the subject of this Addendum.

1.1.3 "License Key" shall mean the unique key provided to the Licensee by Hexagon for the run-time use of the Software Product

1.1.4 "Licensee" shall mean an individual or single legal entity authorized by Hexagon to utilize the Software Product pursuant to the EULA and this Addendum.

1.2 License Grant. Provided Customer is not in breach of any term or condition of the EULA or this Addendum Hexagon hereby grants Customer a limited, non-exclusive license to install and use the Software Product, in object code form only, strictly for Customer's internal use and strictly in accordance with the EULA and this Addendum. The license is non-transferable, except as specifically set forth in the EULA. Customer assumes full responsibility for the selection of the Geospatial Desktop Program to achieve Customer's intended results, and for the installation, use, and results obtained from the Geospatial Desktop Program.

1.2.1 License type and Mode: The Geospatial Desktop Program licensed pursuant to this Addendum shall be concurrent-use mode (CC) as defined in the EULA.

1.3 Term. This Addendum and the rights granted to Licensee pursuant to this Addendum and the EULA shall begin upon the Effective Addendum Date and remain in effect for a period of twelve (12) months. This Addendum may be renewed as set forth herein. New License Keys and/or installation media will be issued annually upon renewal of this Addendum.

Approximately thirty (30) days prior to the end of the license term, Hexagon may submit a renewal Quote to the Licensee to renew the license(s) for the next subscription period at the prices provided in the renewal Quote. If the license(s) are not renewed at the end of the term, Licensee acknowledges that all rights and license grants provided by this EULA and this Addendum shall terminate upon expiration of the term described in the section immediately above.

1.4 Customer's Existing Products. Any Existing Products held by Customer are not a part of this Addendum.

1.4.1 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. Early maintenance termination is not permitted for Existing Products under this Addendum.

2 Geospatial SDK. This Article only applies if the Software Product is the Geospatial Portal SDK.

2.1 License Limitations for Sencha Products. Customer shall not distribute the Sencha Products in stand-alone form. Customer shall not provide license rights, consulting, training, or other services with the standalone functionality of the Sencha Products. Customer shall not allow third parties to develop or use the Sencha Products on a standalone basis. Copies of the Sencha Products are licensed and not sold. Customer may not: (a) modify the Sencha Products or permit or permit any third party to do so; (b) rent, lease or sell or otherwise provide temporary access to the Sencha Products to any third party; (c) use the Sencha Products in any manner to assist or take part in the development, marketing, or sale of a product competitive with the Sencha Products; (d) modify, remove or obstruct any copyright or other proprietary rights statements or notices contained within the Sencha Products; (e) distribute the Sencha Products except as provided herein; (f) allow, assist or permit any others to do any of the foregoing. Customer agrees to not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Sencha Products. Customer may only make a single copy of the Sencha Products for back-up purposes only.

2.2 Limitations on Use. Customer may only use the Geospatial Portal SDK and Sencha Products in combination with the Geospatial Portal Software Product. For the avoidance of doubt, "Customer" in this Addendum means an individual person. Only one person may use the Geospatial Portal SDK per license. Customer is the only authorized user of this licensed copy of the Geospatial Portal SDK and Customer may not allow anyone other than itself to use the Geospatial Portal SDK.

3 Remote Content Management. This Article only applies if the Software Product is Remote Content Management and makes use of DotNetZip Library.

3.1 "Contributor" shall mean any person that distributes its contribution under this license.

3.2 If Customer brings a patent claim against any contributor over patents that Customer claims are infringed by the software, Customer's patent license from such contributor to the software ends automatically.

4 IMAGINE GeoPDF PUBLISHER. This Article only applies if the Software Product is the IMAGINE GeoPDF PUBLISHER product.

4.1 Warranty Disclaimer. Notwithstanding anything to the contrary herein, no warranty is provided with respect to the performance of IMAGINE GeoPDF PUBLISHER. For greater clarity IMAGINE GeoPDF PUBLISHER is provided on an "AS IS" basis.

4.2 Limitation of Liability. Hexagon, its licensors or its suppliers shall not be liable for any claims relating to or arising out of IMAGINE GeoPDF PUBLISHER, regardless of form, in connection with Customer's use of IMAGINE GeoPDF PUBLISHER.

4.3 Acceptance. IMAGINE GeoPDF PUBLISHER shall be deemed accepted upon Customer's installation of the same.

4.4 Use Restrictions. Customer may use the GeoPDF PUBLISHER only for Customer's internal business use, and Customer may not use IMAGINE GeoPDF PUBLISHER to render any files other than GeoPDF files.

5 Euclidean technology. This Article only applies if the Software Product is APOLLO, ERDAS IMAGINE, Geospatial Portal, or GeoMedia WebMap. These Software Products have Euclidean technology embedded within the final products and the intellectual property rights of such third-party technology remain with Euclidean. By installing and using these Software Products, Customer agrees that Customer will not modify, reverse engineer, disassemble or decompile any Euclidean software, that Customer will not remove, obscure or alter any notice of patent, trademark, copyright or trade name.

6 mTransformer. mTransformer by myVR Software AS is delivered with the Hexagon Geospatial Provider Suite and Platform Suite products. mTransformer may be installed on any machine and used within an organization that has a valid license for any product from the Provider Suite or the Platform Suite.

7 GeoMedia Viewer Software – Additional Terms. The software license specifically for GeoMedia Viewer permits copies to be stored on hard disk and loaded for execution on one or more workstations. The GeoMedia Viewer software may be freely copied, transferred, and loaned both inside and outside Customer's company.

8 Beta Software - Additional Terms. If the Software Product Customer received with this EULA is Beta Software, then the following additional terms apply. To the extent that any provision in this Article is in conflict with any other terms or conditions in this EULA, this Article shall supersede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. Customer shall hold all information concerning Beta Software and Customer's use and evaluation of such information and the Beta Software (collectively, "Beta Software Information") in confidence and with the same degree of care Customer uses to keep Customer's own similar information confidential, but in no event shall Customer use less than a reasonable degree of care; and Customer shall not, without the prior written consent of Hexagon, disclose such Beta Software Information to any person or entity for any reason at any time; provided, however, it is understood that Customer may disclose any Beta Software Information to those of Customer's representatives who actually need such information for the purpose of participating in the proposed evaluation and testing ("Beta Testing") of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of the terms of this EULA. Customer shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. Customer agrees to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. Customer acknowledges that the Beta Software is a pre-release, beta version, does not represent final product from Hexagon, and may contain bugs, errors and other problems that could cause system or other failures and data loss. THE BETA SOFTWARE IS PROVIDED TO YOU "AS-IS", AND HEXAGON DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO YOU OF ANY KIND. Customer may use the Beta Software only for evaluation and testing. Production use of Beta Software is strictly prohibited. Customer acknowledges that Hexagon has not promised or guaranteed to Customer that Beta Software or any portion thereof will be announced or made available to anyone in the future, Hexagon has no express or implied obligation to Customer to announce or introduce the Beta Software and that Hexagon may not introduce a product similar to or compatible with the Beta Software. Accordingly, Customer acknowledges that any research or development that Customer performs regarding the Beta Software or any product associated with the Beta Software is done entirely at Customer's own risk. During the term of this EULA, if requested by Hexagon, Customer will provide feedback to Hexagon regarding Beta Testing, including Defects or bug reports. Upon receipt of a later unreleased version of Beta Software or release by Hexagon of a publicly released commercial version of the Software Product, Customer agrees to return or permanently destroy all earlier Beta Software received from Hexagon. Customer agrees that Customer will return or destroy all unreleased versions of the Beta Software within thirty (30) days of the completion of Beta Testing when such date is earlier than the date for Hexagon's first commercial shipment of the publicly released commercial software.

9 Evaluation Software - Additional Terms. If the Software Product Customer has received with this EULA is provided specifically for evaluation purposes ("Evaluation Software"), then this Article applies until such time that Customer purchases a license of the full retail version of the Software Product. To the extent that any provision in this Article is in conflict with any other term or condition in this EULA, this Article shall supersede such other terms and conditions with respect to the Evaluation Software, but only to the extent necessary to resolve the conflict. Customer may use the Evaluation Software only for evaluation and testing and not for general production use. Customer acknowledges the Evaluation Software may contain limited functionality and/or may function for a limited period of time. Hexagon is licensing the Evaluation Software on an "AS-IS" basis, solely for Customer's evaluation to assist in Customer's purchase decision. If the Evaluation Software is a timeout version, then the program will terminate operation after a designated period of time following installation (the "Time Out Date"). Upon such Time Out Date, the Evaluation Software license will cease operation and Customer will not be able to use the Software Product, unless Customer purchases a license for a full retail version of the Software Product. Customer acknowledges such Evaluation Software shall cease operation upon the Time Out Date and accordingly, access to any

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files or output created with such Evaluation Software or any product associated with the Evaluation Software is done entirely at Customer's own risk.

10 Educational Software Product – Additional Terms. If the Software Product Customer has received with this EULA is Educational Software Product (where either an education price is paid for the Software Product, or the Software Product is received by virtue of Customer's participation in an Hexagon program designed for educational or research institutions, or is received through an education grant from Hexagon), Customer is not entitled to use the Software Product unless Customer qualifies in Customer's jurisdiction as an Educational End User. Customer may use the Educational Software Product only for educational and research purposes. Commercial and general production use of Educational Software Products is specifically prohibited. Additional terms and conditions, as well as the definition of an Educational End User, are detailed in Hexagon's Education Policy which is available from Hexagon upon request.

11 ImageStation and Geospatial SDI Software – Additional Terms. Some Software Products of the ImageStation and Geospatial SDI product families contain one or more dynamic link libraries (DLLs) that were built at least partially from open source code subject to the Code Project Open License (CPOL) 1.02 which may be found at <http://www.codeproject.com/info/cpol10.aspx>. By installing and using these Software Products, Customer agrees the terms of the CPOL license apply to the portions of such DLLs built with CPOL-licensed open source code.

12 ECW Browser Plug-in – Additional Terms. The Enhanced Compression Wavelet (ECW) browser plug-in Software Product ("Browser Plug-in") is designed to be used as a browser plug-in to view, within the Microsoft Internet Explorer, Google Chrome and Mozilla Firefox browsers (the "Browsers"), images created using ECW image technology. Browsers are not included with the Browser Plug-in. Customer may make and install as many copies of the Browser Plug-in as Customer needs, as plug-ins to lawfully licensed Browsers on computers that Customer owns or controls. If Customer has a valid license to use Hexagon Enhanced Compression Wavelet (ECWP) server Software Product ("ECWP Server Software"), Customer may also distribute copies of the Browser Plug-in to others whom Customer wish to authorize to access images residing on Customer's ECWP server, provided Customer includes this EULA with the distributed copies. All copies of the Browser Plug-in authorized as described herein are considered to be authorized copies. Customer may install and use the Browser Plug-in only to enable the Browsers to display images that are created with ECW image technology, and that are accessed via Customer's licensed ECWP Server Software. The Browser Plug-in is licensed only for research, commercial, governmental, and educational purposes and is not licensed, and shall not be used, for personal, family, or household purposes.

13 AAIC and RINAV - Limits on use. Customer may not use a single license of AAIC or RINAV for more than four (4) simultaneous jobs. Customers desiring to execute AAIC or RINAV simultaneously on more than four (4) cores may purchase additional licenses.

END OF EXHIBIT A

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EXHIBIT B



Support Terms and Conditions for Software

These terms and conditions ("Support Terms") govern the provision of maintenance and support services by Hexagon with respect to Covered Products.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the meaning set forth in the associated Exhibit titled "Common Terms Glossary."

2. TERM

- 2.1. **Term.** The Support Contract shall begin, retroactively (if applicable), on the first calendar day of the first month of the Coverage Period and shall expire on the last calendar day of the last month of the Coverage Period. The Coverage Period shall be for whole months only.
- 2.2. **Renewal.** Prior to expiration of the Coverage Period, Hexagon may submit to Customer a renewal quote with pricing for extension of the Coverage Period. The Parties may extend the Coverage Period pursuant to Order Documents.
- 2.3. **Lapse.** In the event of a Lapse: (i) Hexagon shall, at any time, be entitled to discontinue Maintenance Services, in whole or in part, for the affected Covered Products; (ii) Hexagon shall be relieved of any previously provided pricing commitments or options for Maintenance Services, if any, related to time periods following the Lapse; and, (iii) Hexagon may permit Customer to reinstate support for Covered Products pursuant to Hexagon's then current policies and practices, including any policies or practices related to payment of reinstatement fees.

3. SCOPE OF COVERAGE FOR COVERED SOFTWARE PRODUCTS

Maintenance Services described in this Section apply to Covered Software Products only. Maintenance Services for Covered Third Party Products are separately stated.

Hexagon offers three levels of Service for Covered Software Products, dependent upon the Software Product and other factors. Under all levels of Maintenance Service, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis of Defects. Under all levels of Maintenance Services, but only until the subject Software Product version reaches Version Limitation I or Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Defects. After a Software Product Version reaches Version Limitation I, but only until the subject Software Product reaches Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Level One Defects only. The level of Service for each Software Product is identified in the Order Documents, subject however to Version Limitations. Defect corrections provided by Hexagon shall, unless otherwise agreed by Hexagon, be delivered within Hexagon's product releases, and in accordance with Hexagon's standardized release cycles. Levels of Service are as follows:

- 3.1. **Advantage Support.** Advantage Support will include and be limited to the diagnostic and defect correction support as described above, and the following: Out-of-the-box functionality support

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via the help desk (telephone or eService via Hexagon's Customer Support Web Site where available at <https://support.hexagonsafetyinfrastructure.com>); and, access to any applicable Hexagon problem knowledge base online self-help tool. Phone support is available Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website or can be determined by contacting Customer's local Hexagon office.

- 3.2. Standard Support. Standard Support will include and be limited to the following:
 - 3.2.1. All features of Advantage Support.
 - 3.2.2. Access to available Updates of Covered Software Products. Hexagon will notify Customer when Updates are made available for any Covered Software Products for which Service has been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Hexagon. Updates are shipped to Customer upon Customer request, logged in the Customer Support Web Site. Hexagon is not obligated to produce any Updates. For avoidance of doubt, a Customer's entitlement to Updates shall not include entitlement to any therein embedded or otherwise related module or function which is licensed and priced separately from Covered Product(s) for which Customer has purchased an entitlement to Updates.
- 3.3. Premium Support. Premium Support will include all features available under Standard Support (subject to Version Limitations). Additionally, for a Level 1 Defect, phone support is also available after-hours and on Hexagon-observed holidays.

3.4 Product Change Requests (also referred to as CR-E) will be reported in like manner as set forth in Section 3.1. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Covered Product(s) through an Update. Product Change Requests not accepted may be the subject of a separate contract between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to a Covered Product pursuant to a Product Change Request, any and all IPR resulting from the Update including the change or modification is and shall remain the property of Hexagon.

4. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Maintenance Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

- 4.1. System Requirements. Customer is responsible for ensuring: the System Equipment and Network Infrastructure meet minimum system requirements specified by Hexagon and made available to Customer upon request; its System Equipment and Network Infrastructure are adjusted as required to accommodate Updates of Covered Products; compatibility of non-Hexagon provided products with products provided by Hexagon; its systems, software, and data are adequately backed up. Hexagon is not be liable for lost data.
- 4.2. Hexagon Access and Customer Cooperation. Customer's system and/or System Equipment must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. Customer will permit Hexagon to electronically access Customer's system via SecureLink™, a tool providing secure, auditable remote access to Customer's system for Hexagon to effectively render Maintenance Services. Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Service obligations. When reporting problems to Hexagon's Help Desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed. Customer will carry out any reasonable instructions and will install any necessary patches, Defect corrections, or Updates. Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Maintenance

Services ("Authorized Contacts"). Customer must assure Authorized Contacts have adequate expertise, training, and experience to provide professionally accurate descriptions of malfunctions and facilitate Hexagon's efficient response. Authorized Contacts must have successfully completed Hexagon product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact.

5. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of the Support Contract and may be available under separate Order at an additional charge (collectively "Excluded Services"):

- 5.1. Installation of any Covered Product, Update, or interface software.
- 5.2. Network configuration.
- 5.3. Configuration or customization of Covered Products to Customer or other third party requirements (except as necessary to remedy a Defect).
- 5.4. System-level tuning and optimization and system administration support.
- 5.5. Training.
- 5.6. Services required because the Authorized Contact is not available or is not trained.
- 5.7. On-site services (unless waived by Hexagon, in its sole discretion).
- 5.8. Services required due to modifications of Covered Products by Customer.
- 5.9. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the documentation provided with the Covered Products.
- 5.10. Services required due to failure of software or hardware that is not a Covered Product.
- 5.11. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software.
- 5.12. Services required due to software or portions thereof that were incorrectly installed or configured (other than by Hexagon), or use in an environment inconsistent with the support environment specified by Hexagon, or used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications.
- 5.13. Services required due to cases of force majeure, especially lightning strikes, fire or flood, third-party criminal acts, or other events not caused through Hexagon's fault.
- 5.14. Services required due to Customer's failure to fulfill the Customer Obligations.
- 5.15. Services required due to faulty or incomplete Customer data.

6. COVERED THIRD PARTY PRODUCTS

Support and Updates of Covered Third Party Products shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Covered Third Party Products, and such Covered Third Party Products and related services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and updates for any Third Party Software that are not listed in the Order Documents as Covered Products must be obtained from the third party owner of the products or their designated representative.

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7. REQUIRED COVERAGE

- 7.1. Multiple or Interdependent Licenses. If Customer holds multiple licenses for any Covered Product, all held licenses must be included as Covered Products in the Support Contract.
- 7.2. Prerequisite Licenses. All prerequisite licenses for Software Products necessary to operate the Covered Products, together with all licenses of Software Products interoperating with Covered Products in a single solution, must be included as Covered Products in the Support Contract.

8. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

- 8.1. Additions of Covered Products. Software Products licensed from Hexagon during the term of the Support Contract may be added as Covered Products, if such addition is addressed through additional related Order Documents. If Software Products are not added as Covered Products by commencement of production use thereof, Hexagon may permit Customer to add support, but subject to additional fees payable pursuant to Hexagon's then current policies or practices.
- 8.2. Removal of Covered Products from Maintenance. Either Party may provide written notice to the other Party at least sixty (60) calendar days prior to the end of any Coverage Period Anniversary of its intent to remove any individual Covered Products from the Support Contract at the end of the then current and contracted Coverage Period or any anniversary of the commencement of the Coverage Period. Neither party may remove Covered Products except upon Coverage Period renewal or extension or Coverage Period Anniversary; provided that Hexagon may additionally remove Covered Products as part of a general discontinuance program at any time upon one hundred eighty (180) days' written notice. Customer may not remove from the Support Contract individual software licenses of a Covered Product for which Customer has multiple copies under Service or for Covered Products that are being used interdependently, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that it surrenders and relinquishes all rights in and to the applicable Software licenses and the copies of the Covered Product for which Customer desires to cease Maintenance Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to resume usage of the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

9. PAYMENT

- 9.1. Terms of Payment. Charges for Maintenance Services are due and payable annually and in advance. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Products added during a Coverage Period shall be prorated to the remaining months of the Coverage Period, in whole month increments only, and such charges shall be due and payable in full upon receipt of invoice.
- 9.2. Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under the Support Contract, (ii) under any other agreement between the parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary, may not be rendered Maintenance Services until all past due charges are paid in full. The start of the Coverage Period shall not be postponed due to delayed payment of any charges.
- 9.3. Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days of the date on the invoice. Customer waives any right to dispute a charge or receive a credit for a charge for Maintenance Services that Customer does not report within such period.

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10. CUSTOMER ACKNOWLEDGEMENTS

During the Coverage Period, Customer commits to the following:

- 10.1. Customer shall have reviewed the Order Documents and by executing the Order Documents confirms the Order Documents accurately reflects all Hexagon software in its possession or control
- 10.2. Customer acknowledges and confirms that for all Covered Products supported under the Support Contract, all licenses of a Covered Product for which Customer has multiple copies in its possession and all prerequisite licenses necessary to operate Covered Products, are accounted for in the Order Documents. If all like Covered Products or prerequisite software licenses are not accounted for in the Order Documents, Customer agrees to notify Hexagon so that Hexagon may issue a revised quote to Customer.
- 10.3. Customer acknowledges and confirms Maintenance Services provided herein shall be utilized only for the quantity of Covered Products licenses listed in the Order Documents.
- 10.4. Customer shall, and Customer shall cause each of Customer's employees and representatives to, comply with each and every term and condition of the EULA applicable to the Covered Products supported under the Support Contract.

11. ADDITIONAL TERMS

- 11.1. Software License. Any Updates furnished hereunder shall remain the property of Hexagon, Hexagon's Affiliate, or applicable third party, and are licensed in accordance with the then current Hexagon EULA, EULA of Hexagon's Affiliate, or third party SLA, which shall supersede any EULA or SLA associated with prior releases of the Covered Software Products or Covered Third Party Products. Upon Customer's request, Hexagon shall provide Customer with such EULA or SLA. Upon Hexagon's request, Customer agrees to execute a EULA or SLA, as applicable, for Covered Products.
- 11.2. Pass-Through Third Party Warranties. Covered Third Party Products are only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.
- 11.3. Remedies. In the event a warranted Maintenance Service, Covered Product, or Update provided pursuant to the Support Contract does not substantially comply with the limited warranties set forth in the Support Contract, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in the Support Contract.

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

- 11.4. WARRANTY DISCLAIMERS. In addition to the Warranty Disclaimer provided in the Master Terms, Hexagon does not warrant that any Services, Covered Products, and Updates provided pursuant to the Support Contract will meet Customer's requirements, and under no circumstances does Hexagon warrant that any Services, Covered Products, and Updates will operate uninterrupted or error or Defect free.
- 11.5. Third Party Providers. Hexagon reserves the right to provide Maintenance Services through a third party provider.

EXHIBIT C



PROJECT DELIVERABLE SIGN OFF FORM

CUSTOMER NAME, ANYWHERE USA – PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

TYPE OF DELIVERABLE

- SOW Tasks Payments Plans/Designs Training Other

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION
THIS SECTION DESCRIBES THE DELIVERABLE

\$AMOUNT OF PYMT
(If applicable)

With the deliverable described above complete, the Customer shall have ten (10) working days after receipt of a written request from Hexagon, to either sign-off that the deliverable has been met or state in writing to Hexagon the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten working day period then the deliverable will be deemed to have been signed off.

The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria and supersedes all prior requirements for this item.

Customer acknowledges completion of this payment milestone according to the Contract Payment Milestone Schedule and provides authorization to invoice this milestone.

Authorized Customer Representative
Customer Contact Name

SIGNATURE

DATE

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EXHIBIT D



Cloud Program Conditions

These terms and conditions ("Cloud Conditions") govern the provision of the Cloud Program by Hexagon to Customer under a Cloud Program Sale Order

1. **DEFINITIONS.** Capitalized terms used and not otherwise defined herein have the meanings assigned in The Common Terms Glossary.

2. **SCOPE OF CLOUD PROGRAM.**

2.1. From the Cloud Program Start Date and for the duration of the Cloud Term, Hexagon will provide the License Key(s) to Customer in the amount specified in the Quote with respect to the Cloud Program purchased by Customer to use the Cloud Program subject to the provisions of these Cloud Conditions. Except for the Cloud Services, no other service, including Cloud Consulting Services, are provided by Hexagon pursuant to a Cloud Program Sales Order.

2.2. Hexagon may from time to time provide or otherwise make available Local Software. Local Software may include mobile applications obtainable from an online applications store, applications owned by a third-party, or other facilitating applications. In the event Hexagon provides or makes available such applications, the same shall be made available to Customer and owned by Hexagon (or the relevant third party), and used subject to these Cloud Conditions. If not sooner terminated, the license to use such Local Software shall terminate upon expiration of the Cloud Term.

3. **CLOUD SERVICES AUTHORIZATION.**

During the Cloud Term, Hexagon grants Customer, and its Affiliates, the right to access and use components of the Cloud Program listed in the quantities reflected on the Quote solely for Customer's and Affiliates' own internal business purposes and subject to these Cloud Conditions

4. **TERM, TERMINATION AND SUSPENSION.**

4.1. The Cloud Program Sale Order commences on the Effective Date and shall continue for the Cloud Term, unless earlier terminated in accordance with the Master Terms and these Cloud Conditions. To the extent any optional renewals are identified in the Quote, the Customer must issue a PO or a notice to proceed to extend the Cloud Term and at the prices set forth in the Quote not less than sixty (60) days prior to the end of the Cloud Term. Prior to the end of the Cloud Term, the Customer may renew the Cloud Program Sale Order and/or have Customer Data Offboarded.

4.2. In addition to the rights and remedies set forth in the Master Terms, once notified in writing of the overdue payment, Customer acknowledges Hexagon may, without further notice, reduce the Cloud Services to the lowest tier of Cloud Services offered by Hexagon. During such time, Hexagon or the Third Party Service Provider is not obligated to facilitate or provide any services related to Onboarding or Offboarding. Without waiver of its right to terminate the Master Agreement and/or Cloud Program Sale Order or seek additional remedies, if full payment has not been received by Hexagon within

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thirty (30) days following written notice, Hexagon may suspend providing the Cloud Program to Customer until all outstanding Cloud Program Fees together with any applicable interest has been paid to and received by Hexagon. For avoidance of doubt, and without limitation, if Hexagon suspends providing the Cloud Program to Customer for non-payment, Customer shall have no right to access or use Cloud Applications, software applications provided by Hexagon which are incidental to the Cloud Program, Third Party Software Products, Cloud Services, Cloud Optional Services, or any goods, services, or benefits to be provided by Hexagon hereunder. Suspension of the Cloud Program for non-payment shall not prejudice Hexagon's rights hereunder or relieve Customer from the obligation to pay Cloud Program Fees associated with the period of suspension.

4.3. Termination shall not relieve the Customer of the obligation to pay any Cloud Program Fees accrued or payable to Hexagon prior to the date of termination. Unless otherwise agreed to in writing by Hexagon, in the event Hexagon terminates a Cloud Program Sale Order due to any of the conditions set forth in Section 4.2 above, then under no circumstances whatsoever shall Customer be entitled to any refund of Cloud Program Fees paid in advance to Hexagon pursuant to the terms of this Agreement.

5. **AVAILABILITY.** Hexagon shall reasonably endeavor to deliver Availability in accordance with the Service Level specified in the applicable Cloud Services Schedule, but shall not be responsible for any lack of Availability from any cause. "**Availability**" means the ability to connect to the Cloud Portal, connect to the Customer Cloud Environment for Production, launch Cloud Application(s), and access Customer Data contained in the Customer Cloud Environment for Production. Availability does not include the availability of third-party portals or Cloud Optional Services. Availability of Cloud Application(s) shall be determined by launching the main application for the applicable Cloud Application. For purposes of calculating Availability time, the following is excluded: time expended for Planned Maintenance; downtime required to perform Cloud Consulting Services; time expended due to the inability for Customer to connect to the Cloud Portal due to problems with the Customer's infrastructure or the internet; and, time expended due to any other circumstances beyond Hexagon's reasonable control, including Customer's or any User's use of third-party materials or use of the Cloud Program other than in compliance with the express terms of this Agreement and Hexagon's reasonable instructions.

6. CLOUD SERVICES SUPPORT.

6.1 As part of Cloud Services, Hexagon will provide the Cloud Services Support described within this Section 6.

6.2 Cloud Services Support is available at the times specified in the applicable Cloud Services Schedule. Cloud service requests and Product Change Requests can be directed by an Authorized Cloud User to Hexagon by: (i) the HelpDesk website (<https://support.hexagonsafetyinfrastructure.com>), or (ii) telephoning Hexagon HelpDesk at the times permitted within the Cloud Services Schedule.

6.3 When reporting a Cloud service request, if an Error, an Authorized Cloud User shall assign the Cloud service request a priority level based upon the criteria set forth in the HelpDesk website (<https://support.hexagonsafetyinfrastructure.com>). The Authorized Cloud User shall provide a brief justification as to the criticality of the Cloud service request and a description of the Error giving rise to the Cloud service request, to include a statement of steps necessary to produce the error. Hexagon shall respond to the Cloud service request and provide commercially reasonable efforts to aid and address the Cloud service request. If Hexagon disagrees with the priority of the Cloud service request, it shall discuss the matter with Customer, but Hexagon, in its sole discretion, reserves the right to revise the initially reported priority level of the Cloud service request.

6.4 Product Change Requests will be reported in like manner as set forth in Section 6.3. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested

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change to the Cloud Program. Product Change Requests not accepted may be the subject of a separate contract between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to the Cloud Program pursuant to a Product Change Request, any and all IPR resulting from such change or modification is and shall remain the property of Hexagon.

- 6.5 Customer acknowledges and agrees that, as part of providing Cloud Services Support, Hexagon is permitted to make necessary changes to the Cloud Program without notice if necessary to perform Emergency Maintenance. Hexagon shall be permitted to access the Customer Cloud Environment in the event Hexagon deems Emergency Maintenance is necessary.
- 6.6 As it relates to, and only to, Local Software which is listed on the Quote, Hexagon shall provide support in like manner as is provided for Cloud Applications except Customer will permit Hexagon to electronically access the Local Software in the Local Environment via SecureLink™. SecureLink™ is a tool for providing secure, auditable remote access to the Local Software in order for Hexagon support personnel to effectively troubleshoot and address Errors related to Local Software. Support for Local Software listed on the Quote is included within Cloud Services Support except as is otherwise rendered commercially unreasonable due to the Local Software being hosted by Customer.
- 6.7 Except as otherwise necessary, as determined by Hexagon in its sole discretion, to satisfy the requirements of Sections 6.3 and 6.4, Cloud Services Support does not include: (i) training; (ii) configuration of Cloud Application(s), Cloud Optional Services, Cloud Portal, Third Party Software Products, Software Products, or other components of the Cloud Program; (iii) Customer Cloud Administration; (iv) programming or software development; (v) modifications to the Cloud Applications or Cloud Optional Services not accepted as a Product Change Request; (vi) onsite services; or (vii) services required because Customer has not performed its obligations under this Agreement.
- 6.8 Upgrades or Updates.
 - 6.8.1. As part of Cloud Services Support, Customer is entitled to receive all Updates and Upgrades to the purchased Cloud Application(s) and Local Software that Hexagon makes available. Cloud Consulting Services may be necessary to upgrade or update Cloud Optional Services, which is not part of Cloud Services Support.
 - 6.8.2. From time to time, Hexagon may notify Customer through the Cloud Portal or HelpDesk website (<https://support.hexagonsafetyinfrastructure.com>) that Hexagon has developed an upgrade or update for the purchased Cloud Application(s) and intends to deploy said update or upgrade, including any applicable Third Party Software Products. On the date specified in the notification, Hexagon will deploy the update or upgrade to the Customer's Environment for development for Customer testing and review, which Customer shall complete within the time prescribed in the notification of the availability of the update or upgrade, but not less than thirty (30) days thereafter (the "Testing Period"). In the event no Material Adverse Effect is reported by Customer within the Testing Period, then on a subsequently specified date by Hexagon, Hexagon will, at its discretion, deploy the update or upgrade to Customer's Environment for Production.
 - 6.8.3. In the event Customer provides written notice to Hexagon, within the Testing Period, of Customer's characterization of a Material Adverse Effect as a result of Customer's testing of the upgrade or update in accordance with Section 6.8.2 above, and Hexagon agrees and

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acknowledges such Material Adverse Effect, Hexagon shall discuss the matter with Customer and use commercially reasonable efforts to address any reasonable workarounds to such Material Adverse Effect, such agreed upon workaround to be subject to the same testing protocols set forth in Section 6.8.2 and this Section 6.8.3; provided, however, that Hexagon, in its sole discretion, reserves the right to deploy the update or upgrade to Customer's Environment for Production: (i) if resolution cannot be reached between the Parties with respect to a reasonable workaround for such Material Adverse Effect within thirty (30) days from the expiration of the Testing Period, or (ii) if Hexagon disagrees with the existence of such Material Adverse Effect.

- 6.8.4 As it relates to implementing updates or upgrades for Local Software that is included within the Cloud Program, Customer shall permit Hexagon to electronically access the Local Software on Customer's System Equipment via SecureLink to implement the Update in conjunction with the updating or upgrading of the Cloud Applications and provide any other reasonable support and cooperation required by Hexagon to upgrade or update the Cloud Program.

7. CUSTOMER RESPONSIBILITIES.

- 7.1. Customer shall be responsible for all activities that occur in Authorized Cloud User and User accounts, including, but not limited to, its Affiliates' accounts, and for Authorized Cloud Users' and Users' compliance with this Agreement. Customer shall:
- 7.1.1. Have sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer Data that is placed into the Customer Cloud Environment;
 - 7.1.2. Use commercially reasonable efforts to prevent unauthorized access to or use of Cloud Program, including preventing utilization of more Credentials than otherwise reflected by the License Key(s) set forth in the Quote, and notify Hexagon of any such unauthorized access or use;
 - 7.1.3. Provide and maintain its own System Equipment, third party software, networks, internet access, and communication lines, including any public lines required to properly access the Cloud Portal and use the Local Software, including content or data and ensure such meet the minimum standards required to interoperate with the Cloud Program as communicated by Hexagon to Customer via the Cloud Portal or as otherwise determined by Hexagon; and
 - 7.1.4. Abide by and comply with the Acceptable Use Policy, Documentation, and other requirements of these Cloud Conditions.

8. CLOUD SERVICE PROGRAM FEES.

- 8.1 Generally. Subject to Section 8.2 below, in consideration of the Cloud Program provided by Hexagon, Customer shall pay to Hexagon the Cloud Program Fees as set forth in the Quote at the time(s) specified in Section 9.
- 8.2 Fee Adjustment. On or about the Cloud Anniversary, Hexagon may review the Customer's usage of the Cloud Program to determine whether an adjustment is appropriate to align with Customer's actual usage of the Cloud Program. Hexagon's review of the Customer's usage of the Cloud Program is intended to evaluate whether the Customer's usage is consistent with the number of License Keys

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purchased for the applicable year as reflected in the Quote. If the usage shows the Customer has used more License Keys than are specified in the Quote, then Customer shall pay Cloud Program Fees corresponding to the number of License Keys used in excess of the quantity reflected in the Quote as part of its payment of the subsequent year's Cloud Program Fees. Regardless of when during the Cloud Term the following should occur, to the extent the Customer's usage of the Cloud Application exceeds the number of License Keys reflected in a Quote by more than 5% (excluding the time corresponding to shift changes and Catastrophic Events) then Hexagon shall be immediately entitled to invoice Customer for the number of License Keys used in excess of the amount specified in the Quote, and the Customer shall pay the amount specified in the invoice in accordance with the Master Terms.

9. TERMS OF PAYMENT.

Cloud Program Fees will be invoiced on an annual basis. The invoice corresponding to the first year of Cloud Program Fees shall be provided to Customer upon Hexagon's issuance of License Key(s) to Customer. For purposes of clarity, once the first License Key is issued, the Fee will be due and payable. Invoices for subsequent years included within the Cloud Term as specified in the Quote (as may be adjusted pursuant to Section 8.2 above) will be issued prior to the Cloud Anniversary.

10. ACCEPTABLE USE POLICY (AUP).

- 10.1. The AUP forms part of these Cloud Conditions and is incorporated by reference. It may be found at the following site: https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/AUP/5Nov18/Cloud_AUP.pdf. The Customer and any Authorized Cloud User or User shall comply with the AUP. A User or Authorized Cloud User will be prompted with review and acceptance of the AUP to gain access to the Cloud Application. Any update to the AUP will require each User or Authorized Cloud User to re-accept the modified AUP. Failure to comply with the AUP may result in suspension of the Cloud Program or termination of the Cloud Program Sale Order as provided in Section 5 of the Master Terms. During any period of suspension, the Customer will still be liable for payment of the applicable Cloud Program Fees.
- 10.2. Hexagon reserves the right to change the AUP at any time, but to the extent within the control of Hexagon, it will give Customer thirty (30) days' notice in accordance with the Master Terms and the Principle Contracting Document of any such changes by posting notice of the upcoming change in the AUP on the Cloud Portal or as otherwise determined by Hexagon, unless otherwise required by law or where a Third Party Service Provider requires a change to be made to the AUP and is unable to provide such period of notice. If a Third Party Service Provider requires a change to be made to the AUP, Hexagon shall provide the equivalent period of notice as is provided by the Third Party Service Provider to Hexagon.
- 10.3. Without waiver of any other requirement or limitation set forth herein, Customer's use of any Third Party Software in conjunction with the Cloud Application, Cloud Optional Services, and Hexagon Software that is not certified by Hexagon to operate in conjunction with the same is solely at Customer's risk. Addressing Cloud service requests arising from the use of uncertified third party software is not included within Cloud Services Support or the Cloud Program.

11. OWNERSHIP AND INTELLECTUAL PROPERTY.

- 11.1. In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Cloud Application, Cloud Optional Services, the Software Products, Local Software, Documentation written by Hexagon, and any other data and information provided as part of the Cloud Program except for data and information being owned by a third party and all copies of all or any part

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thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to its intellectual property that may be provided as part of the Cloud Program. Customer and its Affiliates do not have, and shall not attempt to decompile, disassemble, or otherwise attempt to gain access to any source code for the Cloud Application, Cloud Optional Services, any other Hexagon Software Product, or Third Party Software Products. Customer, for itself and its Affiliates acknowledges and agrees the Cloud Program is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Cloud Program or any component thereof except as expressly permitted by Hexagon. Without Hexagon's express, written permission, Customer shall ensure that no User transfers or assigns any Credentials to any other person or entity that is not an employee of Customer.

- 11.2. Customer and its Affiliates shall retain their respective full ownership and all rights associated therewith solely to Customer Data to the extent it owned IPR to said information, respectively, and work product input or output generated by the Cloud Program. This ownership shall not extend to any formats or other intellectual property provided by Hexagon under this Agreement that makes a particular data file intelligent or that structures output, said formats and intellectual property which shall remain the property of Hexagon or the respective third party that owns said format or intellectual property.

12. PERSONAL DATA.

- 12.1. Where Personal Data is provided by the Customer to Hexagon, the Customer shall act as the data controller and shall be responsible for complying with all applicable data protection laws. Hexagon shall act as the data processor in respect of such Personal Data and shall process the Personal Data in accordance with applicable data protection laws. The Customer acknowledges and agrees that Hexagon is not capable of being a data controller due to Hexagon's inability to determine the purpose and means of the processing of Personal Data provided by Customer to Hexagon. To the extent that: (a) Personal Data of Authorized Cloud Users provided by the Customer to Hexagon pursuant to this Agreement is subject to the European Union General Data Protection Regulation 2016/679, as may be amended from time to time ("GDPR"); and (b) the Customer and Hexagon do not have a separate, written data processing agreement, then the Customer and Hexagon agree that the terms of Hexagon's Data Processing Addendum, as updated from time to time, found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/Sl/Policies/DPA/6Nov18/Cloud_DPA.pdf, shall apply.
- 12.2. Where Customer is responsible for providing Personal Data on behalf of Authorized Cloud Users directly to Hexagon, Customer will secure and maintain all necessary consents and make all necessary disclosures before including Personal Data in Customer's Data input to, or otherwise supplied to Hexagon in respect of, Cloud Program. In the event Customer, including all its Users, does not consent to Personal Data being processed as a result of this Agreement and the access provided to the Cloud Services or part thereof, Customer acknowledges Hexagon may be unable to provide the Cloud Program (or part thereof).
- 12.3. Hexagon will only process Customer supplied Personal Data in accordance with the Customer's lawful instructions and to the extent and as necessarily required to provide Cloud Services under this Agreement and for no other purpose. Except as may be otherwise required by law, contract, or judicial order, after expiration or earlier termination of this Agreement, Hexagon will destroy all Customer-supplied Personal Data in accordance with applicable data protection laws that was not otherwise Offboarded during the Cloud Term.
- 12.4. Hexagon reserves the right, but does not assume the obligation, to investigate any violation of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program. Hexagon may: (a) investigate violations of this Exhibit D (Cloud Program Conditions) and/or AUP or

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misuse of the Cloud Services or Cloud Program; and (b) remove, disable access to, or modify any content or resource that violates this Exhibit D (Cloud Program Conditions) and/or AUP. Hexagon may report any activity that Hexagon suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Hexagon's reporting may include disclosing appropriate information related to Customer or any User. Hexagon also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Exhibit D (Cloud Program Conditions) and/or AUP.

- 12.5. Unless a Customer Specified Data Center is included in the Cloud Services as identified in the Quote, Hexagon and its Third Party Service Provider shall have sole discretion of the location of the Data Center.

13. SECURITY & BREACH NOTIFICATION.

- 13.1. Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents.
- 13.2. Hexagon Response to Security Incident. The following will apply in the event of a Security Incident:
 - 13.2.1. Hexagon will provide a Security Incident report to the Customer or its Affiliates (as applicable) via the Cloud Portal, HelpDesk, or otherwise. The report shall be provided as soon as practicable following discovery and investigation of a Security Incident.
- 13.3. Additional Requirements for Personal Data. With respect to any Personal Data in the possession or under the control of Hexagon, which does not include Customer Data within the Customer Cloud Environment, and in order to protect Personal Data from unauthorized access, destruction, use, modification or disclosure, Hexagon shall:
 - 13.3.1. Develop, implement, and maintain reasonable security procedures and practices appropriate to the nature of the information to Personal Data from unauthorized access, destruction, use, modification, or disclosure; and
 - 13.3.2. Develop, implement and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of Hexagon's business and the nature and scope of Hexagon's activities to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure.

14. WARRANTIES, DISCLAIMER AND INDEMNITIES.

- 14.1. During the Cloud Term, Hexagon does not warrant the Cloud Application(s) purchased by Customer will meet the Service Level specified in the applicable Cloud Service Schedule. The Cloud Program may be subject to limitations, delays and other problems inherent in the use of the internet, electronic communications, and Customers' IT infrastructures. Hexagon will not be responsible for any delays, delivery failures, or other damage.
- 14.2. Hexagon does not warrant the Cloud Application(s) and Third Party Software Products accessed via Cloud Services will perform substantially in accordance with the Documentation provided. To the extent an Error should be discovered, Customer shall report such Error to Hexagon as provided in Section 6 of the Cloud Services Agreement and Hexagon will respond as provided therein.

- 14.3. Cloud Services will use industry standard Virus detection software to avoid transmission to the Customer, its Affiliates, any Viruses (except for any Viruses contained in Customer Data uploaded or Onboarded by Customer).
- 14.4. Hexagon does not warrant the Cloud Program (to the extent accessed by Customer under this Agreement) will meet the Customer's or any of its Affiliate's requirements or that it will run uninterrupted or be Error free. Customer and its Affiliates are responsible for the results obtained from use of the Cloud Program.
- 14.5. The warranties set forth herein are in lieu of all other warranties, expressed or implied, and represents the full and total warranty obligation and/or liability of Hexagon

15. ACCESS TO THIS AGREEMENT BY CUSTOMER'S AFFILIATES.

If an Affiliate accesses or utilizes any or all components of the Cloud Program, the Affiliate shall be deemed to have agreed to be bound by the terms and conditions of these Cloud Conditions. In accessing the Cloud Program (or any part thereof), the Affiliate represents to Hexagon it has entered into an agreement with Customer by which it is permitted to use the Cloud Program and be bound to the terms herein. Except for Affiliates and employees of Affiliates, no other person, including any third parties not authorized by Hexagon, may access the Cloud Program or be provided with Credentials.

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EXHIBIT E



Common Terms Glossary

“Activity” or “Activities” means a single work activity/event or collection of work activities/events by a Party or by both Parties under a specified Task.

“Affiliate” means, for business entities, the parent business entity of a Party and any business entities in which a Party or its parent company directly or indirectly holds a controlling ownership interest. “Affiliates” means, for government entities which are Customers, an entity which has entered into an intergovernmental agreement with Customer which: (i) relates to or addresses the subject matter of the Principle Contracting Document; and (ii) was disclosed to, and acknowledged by, Hexagon (A) prior to the Effective Date for any existing intergovernmental agreements, and (B) prior to any renewal date of such Principle Contracting Document for any intergovernmental agreements entered into after the Effective Date. “Control” for the purposes of this definition means that Customer owns in excess of fifty percent (50%) of the ownership interest of the Affiliate or owns a majority of the voting shares of the Affiliate.

“Acceptable Use Policy (AUP)” means the Acceptable Use Policy identified as such within Exhibit D (Cloud Program Conditions)

“Authorized Cloud User” means an individual user authorized by the Customer to use an entire Cloud Program on behalf of the Customer and for whom an account is set up by which the Authorized Cloud User can utilize Cloud Services Support and log Cloud service requests and Product Change Requests.

“Beta Software” means any version of Software prior to a generally available commercial release of such Software.

“Business Day” means any day other than a weekend or public holiday in the country listed on the Quote.

“Catastrophic Event” means a rare circumstance in which mass casualties and/or significant property damage has occurred or is imminent (e.g. September 11th, hurricanes, earthquakes greater than 6.1 on the Richter scale)

“Cloud Anniversary” means the anniversary of the date on which Hexagon provided the License Keys to Customer.

“Cloud Application(s)” means the Hexagon Software Product(s) made available by Hexagon through the Cloud Portal as part of the Cloud Program.

“Cloud Consulting Services” means Services that relate to the Cloud Program including, but not limited to, implementation, configuration, customization, data conversion, Onboarding, design, training, and or enhancement of the Cloud Program.

“Cloud Cutover” means the point in time when Customer first uses the Cloud Program for its generally marketed purpose.

“Cloud Development Environment” means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purpose of making modifications, as specifically permitted herein, to the Cloud Application. For purposes of clarity, the Cloud Development Environment cannot be used in production or for training purposes.

“Cloud Environment” means the collection of remote environments provided to Customer on which the Cloud Application(s) operates that is supported by Hexagon.

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“Cloud Optional Services” means those certain Hexagon Software Products that provide ancillary functionality or capability to the Cloud Applications, including, but not limited to, interfaces and custom forms and functionality. Unless specific Cloud Optional Services are identified in the Quote with a corresponding purchase commitment from Customer, Cloud Program does not include Cloud Optional Services.

“Cloud Portal” means the website through which Customer accesses and uses the Cloud Program. The Cloud Portal provides access to the Cloud Program according to Customer's rights, and further provides access to additional Cloud Services, as made available by Hexagon.

“Cloud Program” means the combination of Cloud Services, Cloud Application(s), Local Software, Third Party Software Products, and Cloud Optional Services provided pursuant to the Principle Contracting Document. The components of the Cloud Program are specifically identified in the Quote and for purposes of this definition shall mean only those components and not any other components not specifically listed in the Quote.

“Cloud Program Fees” means, collectively, any of the fees payable by Customer to Hexagon for the Cloud Program (or any part thereof).

“Cloud Program Sale” means a type of Order providing access to the Cloud Program for the Cloud Term to the Customer. This type of Order does not include sale of Software Product licenses or Services.

“Cloud Program Start Date” means the date on which the first License Key(s) are provided to the Customer. For Cloud Program Fees purposes, Cloud Program use by Customer will be assumed to be for the entire Month in which the Cloud Program Start Date falls regardless of the actual date in such Month that access to the applicable Cloud Application began.

“Cloud Services” means the services, service levels, Cloud Services Support, Customer Cloud Environment, and Third Party Service Provider's hosting services (which are more particularly described in the Cloud Services Schedule(s) attached to the Quote), for Cloud Application(s), Cloud Optional Services, and Third Party Software Products and ordered by the Customer.

“Cloud Service Request” means a request made to the first level support service to diagnose and address an Error in a Cloud Application or to report the purchased Cloud Application(s) is not Available (as defined in the Cloud Services Agreement).

“Cloud Services Schedule” means a document titled “Cloud Services Schedule” attached to the Quote containing additional details regarding the Cloud Services being provided to Customer with respect to the applicable Cloud Program components purchased by Customer, including: (i) Customer Data backup frequency, and, (ii) level of redundancy for the Customer Cloud Environment.

“Cloud Services Support” means the service specified as such in the Cloud Services Agreement through which Customer can report Cloud Service Requests and Product Change Requests.

“Cloud Staging Environment” or **“Cloud Testing Environment”** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purpose of testing modifications, as specifically permitted herein, to the purchased Cloud Application(s). For purposes of clarity, the Cloud Staging Environment cannot be used in production or for training purposes.

“Cloud Term” means the duration of a Cloud Program Sales Order.

“Cloud Training Environment” means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purpose of training users on the operation and use of the purchased Cloud Application(s). For purposes of clarity, the Customer shall only be entitled to a Training Environment as part of the Cloud Program if such is purchased by Customer and noted on the Quote.

“Confidential Information” means any data or information, tangible or intangible, disclosed or made available by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") that the Disclosing Party considers confidential or proprietary and is not generally known in the industry or to competitors of

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the Disclosing Party and which shall include: (i) tangible information marked by the Disclosing Party with the word "Confidential" or otherwise identified by an appropriate stamp or legend indicating its confidential nature; (ii) Confidential Information disclosed orally or visually and identified by the Disclosing Party as confidential when disclosed, and confirmed by the Disclosing Party in a written notice within thirty (30) days following disclosure, which notice shall include markings similar to those outlined above; and (iii) all other information that, notwithstanding the absence of markings or designations, would be understood by the Parties, exercising reasonable business judgment, to be confidential. The term Confidential Information does not include information that: (i) is or becomes available in the public domain through no act of the Receiving Party; (ii) has been received on a non-confidential basis from a third party without breach of the Principle Contracting Document, where the Receiving Party has no reason to believe that such third party is bound by any confidentiality obligation to the Disclosing Party; (iii) was developed independently by the Receiving Party without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated; or (iv) is confirmed by the Disclosing Party as not being confidential in writing.

"Core" means a physical processor on a computer server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit ("CPU") may have one or more Cores, and a given server may have multiple CPU sockets that may each contain multiple Cores.

"COTS" means commercial off the shelf Intellectual Property in the form generally released and distributed to Hexagon's customers and not including any functionality or features requiring source code changes.

"COTS Documentation" means commercial off the shelf Documentation in the form generally released and distributed to Hexagon's customers and not including or requiring changes thereto.

"Coverage Period" means the period of performance of Maintenance Services with respect to a Covered Product, as stated in the Order Documents. Coverage Periods may differ for discrete Covered Products.

"Coverage Period Anniversary" means, in the case where the Coverage Period is greater than one (1) year, the anniversary of the date on which the Coverage Period commenced.

"Covered Products" means collectively, Covered Software Products and Covered Third Party Products.

"Covered Software Product(s)" means Software Product(s) identified in the Order Documents as software for which Maintenance Services are to be provided by Hexagon. Covered Software Products shall not include Third Party Software or any Cloud Program.

"Covered Third Party Products" means Software Product(s) identified in the Order Documents as Third Party Software for which Maintenance Services are to be provided by Hexagon. Covered Third Party Products shall not include Software Products or any Cloud Program.

"Credentials" means the unique log-in identifier entered via the Cloud Portal by which a person could access the Cloud Program.

"Customer" means the non-Hexagon party to the Principle Contracting Document.

"Customer Data" means all electronic data or information: (i) provided by Customer to Hexagon in connection with the Deliverables provided pursuant to an Order; and/or (ii) created by Customer and/or submitted to the Cloud Environment by Customers, Users, and/or Authorized Cloud Users. "Customer Data" shall not mean data which (i) is not peculiar to Customer, and/or (ii) is of value to the general implementation, development, operation, or use of Hexagon products or services for the benefit of other customers. For the avoidance of doubt, Customer Data shall not include the Cloud Application(s), Software Products, Cloud Optional Services, Documentation written by Hexagon, and any other data and information provided as part of the Cloud Program or constituting a Hexagon Deliverable.

"Customer Cloud Environment" means a logical group of virtual or physical computers comprised within the Cloud Environment and Local Environment to which the Customer will be provided with access and use of as part of the Cloud Program. Except as may be otherwise set forth on the Quote, including the purchase of other Cloud Optional Services, including but not limited to a Training Environment, a Customer Cloud

Environment consists of a Cloud Development Environment, Cloud Staging Environment, and Production Environment.

“Customer Specified Data Center(s)” means a data center used in the provision of a Cloud Environment, whose location has been specified by the Customer and agreed to by Hexagon and identified in the Quote. Additional Cloud Program Fees may be payable for a Customer Specified Data Center.

“Customer Cloud Administration” means providing User’s access to the Cloud Application(s) purchased by Customer, managing User accounts, providing Credentials to Users, and any system administration beyond User interface.

“Customized Software” means those Services Deliverables that are software or computer code, whether in source code or object code.

“Data Center(s)” means the data center(s) from which the Cloud Program (or part thereof) will be stored as determined by Hexagon or its Third Party Service Provider.

“Desktop-based Software Product” means a self-contained application that runs from a local drive and does not require network connectivity to operate.

“Defect” means a reproducible instance of an adverse and incorrect functioning of a Software Product or Cloud Application that impacts the ability to use functionality intentionally integrated in the design of the Software Product, assuming proper usage of the Software Product in its required operating environment. Defects are further classified into four levels as follows:

Level	Impact of Defect
▶ Level One	<i>No workaround available and either:</i> <ul style="list-style-type: none">▶ <i>Loss of data</i>▶ <i>Data corruption</i>▶ <i>Productive use prohibited, or</i>▶ <i>Aborts.</i>
▶ Level Two	<i>No workaround available and either:</i> <ul style="list-style-type: none">▶ <i>Primary purpose compromised, or</i>▶ <i>Productive use significantly impacted</i>
▶ Level Three	▶ <i>Productive, but incomplete operation</i> Level Three Defects generally have a workaround or do not otherwise substantially impair productive use.
▶ Level Four	▶ <i>Defects not qualifying as Level One, Two, or Three, including defects of a cosmetic nature and defects not materially limiting complete productive use</i>

Customer shall classify a Defect in accordance with the foregoing; provided that, Hexagon shall reclassify the Defect as appropriate following its review thereof.

“Deliverable(s)” means all Services Deliverables, software, hardware, Cloud Programs, and other items delivered or to be delivered by Hexagon to Customer and identified in the Order.

“Documentation” means, whether in electronic or printed form, User’s Guides, Reference Guides, Administrator’s Guides, Configuration Guides, and Help Guides made available at the HelpDesk website (<http://esupport.intergraph.com>) for Software or Cloud Applications provided by Hexagon to the Customer. Not all of the types of Software or Cloud Applications are provided with Documentation or with similar Documentation.

“Effective Date” means the date and time the last Party is on notice that all Parties have accepted the Principle Contracting Document.

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“Emergency Maintenance” means all maintenance performed when a Cloud Service Request demands immediate, unplanned attention, as reasonably determined by Hexagon.

“Error” means a Defect with a purchased Cloud Application, Cloud Optional Service, or Third Party Software Products causing a purchased Cloud Application to fail to materially conform to its designed functionality or Documentation. Errors are further classified into the same four levels as corresponding to the definition for “Defect.”

“Fixed Price Project Assignment” means a type of Order where Hexagon will provide Services and/or Software licenses for a fixed price.

“Hexagon” means Worldwide Services, Inc. and includes, as appropriate, Intergraph Corporation.

“Hexagon IP” means Hexagon or Hexagon Affiliate developed, created, or prepared Intellectual Property.

“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.

“Intellectual Property” or **“IPR”** means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, documentation, mask work rights, design, ideas, product information, inventions and improvements thereto (whether or not patentable), and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.

“Lapse” means an occurrence of any period of time, regardless of duration, during which (i) a Covered Product is not the subject of an active Order for Maintenance Services or other Support Contract and an active Coverage Period, and/or (ii) payment is past due to Hexagon under a Support Contract. Extension of a Coverage Period and/or payment to Hexagon after the occurrence of a Lapse shall not negate a Lapse, absent Hexagon's express written waiver.

“License Key(s)” means certain unique data string(s) verifying authorized access to the Cloud Application(s), which are purchased by the Customer and provided by Hexagon, as set forth on the Quote.

“Local Environment” means the collection of environments provided and supported by Customer (e.g. providing of System Equipment, etc.) in which the Local Software operates.

“Local Software” means software applications incidental to the Cloud Program which are designed to operate natively on devices outside the Cloud Portal and in the Local Environment.

“Material Adverse Effect” means a change that individually or collectively in aggregate with other changes has the impact of (i) negatively and materially reducing the Customer's and/or its Affiliates and/or its/their Authorized Cloud Users' or Users' access and/or usage rights in respect of the Cloud Program and which render the Cloud Program unusable for its primary intended purpose or (ii) making the Cloud Program less secure which results in increased risk to Customer Data or other data belonging to other Hexagon customers.

“Maintenance Services” means only those services described in the document titled “Support Terms and Conditions for Software” provided by Hexagon with respect to Software and other Deliverables licensed to Customer and identified in the Order Documents as the subject of Maintenance Services.

“Network Requirements” means (i) the minimum requirements, including but not limited to software and/or hardware, internet connection, latency or other requirements, which must be met by Customer in order to access the Cloud Portal and use the Cloud Program; and (ii) network recommendations to the Customer which describe general and specific recommendations for the network connection requirements of the Cloud Program in order to enable the Cloud Program to function as designed. The Network Requirements may be updated from time to time and Customer will be notified of such update via posting in the Cloud Portal or as otherwise determined by Hexagon.

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“Order” means Order Documents that have been executed and/or accepted by both Parties documenting the purchase of any item or service and referencing the Principle Contracting Document.

“Order Documents” shall mean written documents, the terms of which include Hexagon’s commitment to provide products, licenses, and/or services at a specified price, subject to the terms and conditions of the Principle Contracting Document. Order Documents may consist of a single document executed by the parties or a combination of documents that together form an Order.

“Offboarding” or **“Offboarded”** means the process for offboarding the Customer Data (or part thereof) from the Customer Cloud Environment and relocating or facilitating relocation of Customer Data to another Customer-designated location.

“Onboarding” or **“Onboarded”** means the process of loading Customer Data into the Customer Cloud Environment.

“Onsite Fee” means a fixed fee encompassing Hexagon’s travel expenses for an individual trip (an individual trip means travel from the Hexagon resource’s primary duty station in furtherance with Order and lasting no more than five (5) consecutive days).

“Personal Data” means data, including but not limited to criminal justice information, and other information which corresponds to a living individual person defined to be Personal Data under the applicable Personal Data protection laws of the Customer’s jurisdiction.

“Planned Maintenance” means maintenance planned and communicated in advance by Hexagon to Customer for the maintenance of the Cloud Program.

“Primary License” means the license(s) of the Software Product provided to Customer for general production use as authorized by the EULA.

“Principal Contracting Document” means the contract document accepted by the Parties which references and incorporates this Terms Glossary and/or references and incorporates a document to which this Terms Glossary is an exhibit or attachment.

“Product Change Request” means a request for additional functionality or modification to the purchased Cloud Application(s) or Covered Products.

“Production” means, as applicable, where a Subsystem or Cloud Program is used in production/operation with an aim to accomplish one or more of its ultimate intended purposes. Operation for solely for testing or training is not Production.

“Production Environment” means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use the purchased Cloud Application(s) in production and for its generally marketed purpose.

“Purchase Order” or **“PO”** means a document issued by Customer to Hexagon to authorize the delivery of certain Services, Deliverables, or Cloud Programs.

“Quote” means a document issued by Hexagon reflecting Services, Maintenance Services, Deliverables, and/or Cloud Programs, which Hexagon offers to provide Customer, as well as the prices and fees therefor, the Customer’s name and location, and any applicable Cloud Services Schedule. To the extent any document or information is identified in the Quote with the intention of it being incorporated into the Quote, it will form part of the Quote.

“Security Incident” means an event or set of circumstances resulting in a compromise of the security, confidentiality, or integrity of Customer Data under Hexagon’s control. Examples of Security Incidents include: (i) security breaches to Hexagon’s network perimeter or to internal applications resulting in compromise of Customer’s Data; (ii) severe degradation of, Hexagon’s security controls, methods, processes or procedures that result in compromise of the security, confidentiality or integrity of Customer Data; and (iii) the unauthorized disclosure of Customer Data.

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“Services” means the work, services, projects, assignments, or tasks Hexagon shall perform pursuant to an Order. Services do not include Maintenance Services or Cloud Programs.

“Services Deliverable” means any data, document, information, Customized Software, Third Party Software, or material provided to Customer as a product of Hexagon’s performance of Services pursuant to the Principle Contracting Document. Cloud Programs are not Service Deliverables.

“Software” means the software owned by Hexagon or an Affiliate and Third Party Software that is licensed to Customer. For avoidance of doubt, Cloud Programs and their contents are not “Software” as that term is used in herein.

“Software License Sale” means an Order that involves only the sale of Software licenses from Hexagon to Customer. This type of Order does not include Services or Cloud Programs.

“Software Product” means Hexagon IP delivered as proprietary object code or machine-readable program identified in and to be provided by Hexagon to Customer pursuant to an Order placed under the terms of the Principle Contracting Document; and/or, Covered Products that are Hexagon’s or Hexagon’s Affiliate’s computer software. Software Product includes all of the following: (i) any associated Hexagon or Affiliate files, disk(s), CD-ROM(s) or other 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 provided pursuant to Maintenance Services). Software Product shall not mean any Third Party Software. For avoidance of doubt, Cloud Programs and their contents are not “Software Products” as that term is used herein. Software Products are subject to all of the terms and conditions of the End-User License Agreement which the Parties agree will apply to the same; and in the absence of such agreement, then the terms of the End-User License Agreement provided with the Software Product (“EULA”).

“SOW” means a statement of work setting forth the scope of Services being provided pursuant to an Order.

“Subsystem” means a Hexagon solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Hexagon’s computer aided dispatch system (“I/CAD”), records management system (“RMS”), field based reporting (“FBR”), G/Technology (G/Tech), In/Service and mobile for public safety (“MPS”) are each an example of a Subsystem.

“Supplementary License” means a license(s) of the Software Product which is made available by Hexagon for select Software 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.

“Support Contract” means a contract under which Hexagon provides Maintenance Services to Customer in relation to Covered Products and under which Customer is to compensate Hexagon therefor.

“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.

“System Equipment” means all computer-related hardware, including but not limited to, servers, workstations, cables, mice, keyboards, cameras, and SAN’s; operating system software; database software; and other third party software.

“Task” means an Activity or combination of Activities of any nature whether tangible or intangible, whether onsite or remote, or an event, as further identified in an SOW.

“Task Acceptance” means the event when the Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

“Task Acceptance Criteria” means the criteria by which a Task will be evaluated for completion as described in an SOW.

“Task Acceptance Process” means the process by the Customer and Hexagon verify completion of the Task Acceptance Criteria as further described below. Once Hexagon believes the Task Acceptance Criteria

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has been successfully completed, Hexagon shall submit for execution by Customer's project manager a Project Deliverable Sign-off form in substantial conformity with Exhibit C. Within ten (10) calendar days of receipt of the applicable Project Deliverable Sign-off Form for the completed milestone or Task, Customer's project manager will either: (i) execute the Project Deliverable Sign-off Form provided by Hexagon, or (ii) provide a written description of all deficiencies to Hexagon. If Customer fails to perform either action identified in the preceding sentence within ten (10) calendar days, or if the Deliverable, including the Software contained in the Fixed Price Project Assignment Order, is placed into production or utilized in a live environment, then the Task or milestone shall be deemed accepted.

"Term" means the duration of performance under the contract into which this Terms Glossary is incorporated by reference.

"Third Party Service Provider" means the third party service provider with whom Hexagon enters into a subcontract with respect to the hosting of a cloud platform and/or related services to provide an element of the Cloud Program to Customer (if applicable) on behalf of Hexagon.

"Time and Materials Project Assignment" means Hexagon will perform the Services set forth in an Order on an hourly basis until the project is either completed or the authorized hours are exhausted, whichever comes first.

"Third Party Software" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("SLA") provided with the Third Party Software. "Third Party Software Products" also means, where applicable, pre-requisite third party software products used by Hexagon in order for Customer to receive other components of the Cloud Program or licensed by Hexagon and used by the Customer to use Cloud Application or Cloud Optional Services.

"Update" means any modified version, fix, or patch of the Software Product provided by Hexagon.

"Upgrade" means each new release of the Software Product that is a result of an architectural, major, or minor change to the Software Product provided by Hexagon.

"User" means Customer or an individual employed by Customer and authorized by Hexagon to use a particular Software Product, Cloud Application, Third Party Software Product, or Cloud Optional Services on behalf of the Customer. A User may also include Customer's contractor who requires temporary use in order to provide services on Customer's behalf. A person can only be authorized and a User if the person is an employee or designee of Customer and Customer has purchased the requisite number licenses, or in the case of Cloud Programs, the requisite number of License Key(s) to provide Credentials for that User.

"Version Limitation I" is a status reached by a Software Product version on the third anniversary of the Customer's first operation of that version in a live production environment.

"Version Limitation II" is a status reached by a Software Product version on the fourth anniversary of the Customer's first operation of that version in a live production environment, or upon the Customer's failure to commence live operation prior to the availability of two newer versions of the Software Product.

"Version Limitations" means, separately and collectively, limitations on Services to be provided hereunder based upon a Covered Product reaching Version Limitation I and/or Version Limitation II.

"Virus" means any thing or device (including any software, code, file or program) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or

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otherwise); or (iii) adversely affect the user experience or security, including worms, Trojan horses, viruses and other similar things or devices.

“Web-based Software Product” means a Webservices-based Software Product that is accessed by Users solely over the World Wide Web, Internet, or intranet.

“Work” means, as applicable, the performance or providing of Services, Maintenance Services, or Cloud Services.

“XML Files” means the XML (Extensible Markup Language) files generated by the Software Product, where applicable.

“XSL Stylesheets” means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the Software Product, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

END OF EXHIBIT E

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