



**INTERGRAPH CORPORATION, HEXAGON'S ASSET LIFECYCLE INTELLIGENCE DIVISION  
("HEXAGON")  
TERMS AND CONDITIONS FOR LEASE OF SOFTWARE PRODUCTS**

**These Terms and Conditions cannot be altered, modified, or amended by subsequent Purchase Order or writing received from Lessee without the express written consent of Hexagon.**

**1. DEFINITIONS**

- 1.1. "Agreement" means these Terms and Conditions for Lease of Software Products and the Software License Agreement.
- 1.2. "Documentation" means, whether in electronic or printed form, User's Guides, Installation Guides, Reference Guides, Administrator's Guides, Customization Guides, Programmer's Guides, Configuration Guides and Help Guides delivered with a particular Software Product supplied by Lessor to Lessee. Not all of the previous types of Documentation are delivered with each Software Product supplied by Lessor.
- 1.3. "Hexagon Group Company" means a company controlled directly or indirectly by Hexagon AB, a Swedish corporation.
- 1.4. "Key" means an authorization code or a hardware device attached to a computer (dongle) for the purpose of authenticating the software licensed hereunder. Each copy of a software product must have an available license in the Key in order to function.
- 1.5. "Lease Period" means twelve (12) months unless otherwise designated in the Quote(s).
- 1.6. "Lease Site" means the physical address where the leased Software Product is located as shown on the Quote. In the event of conflict, the information contained within the Licensing Portal shall control.
- 1.7. "Lessee" means a legal entity leasing Software Products under this Agreement.
- 1.8. "Lessor" means Hexagon as the supplier of Software Products under this Agreement.
- 1.9. "Licensing Portal" means the web-based application, which may be amended from time to time, maintained by Hexagon, which manages Lessee's licenses of most Software Products acquired from Hexagon. The Licensing Portal records and tracks license changes in Salesforce.com. The information stored in Salesforce.com and available through the Licensing Portal identifies the type, quantities, Lease Site(s) and charges for the Software Products licensed by Lessee, said information which is incorporated herein by reference. Information from Lessee's Purchase Orders are entered into Salesforce.com and available through the Licensing Portal.
- 1.10. "Purchase Order" or "Order" means an order to lease Software Products placed by Lessee with references and incorporation of this Agreement.
- 1.11. "Quote" means a quotation for the lease of Software Products submitted to Lessee by Lessor.
- 1.12. "Site ID" means the identifier assigned to each unique Lessee location.
- 1.13. "Software License Agreement" means the software license agreement as further described in Section 6 of this Agreement.

- 1.14. "Software Maintenance Support" means the specific maintenance services as further described in Section 21 below.
- 1.15. "Software Product(s)" means computer software and all of the contents of the files, disks(s), CD-ROM(s) or other media, including any templates, data, printed materials, and "online" or electronic Documentation, all copies, and any upgrades, modified versions, and updates, of the Software Product.
- 1.16. "Upgrade(s)" means the subsequent releases of applicable Software Products covered under the Agreement.
- 1.17. "User" means one Software Product process running from a workstation, terminal, server or other device as reflected within the Licensing Portal.

## **2. SOFTWARE PRODUCT**

- 2.1. The Software Product provided by Lessor under this Agreement shall include all enhancements or features in such Software Product as of the date of shipment.
- 2.2. The Software Product is a proprietary product of Lessor, a Hexagon Group Company, and/or relevant third parties, and is protected by copyright law and international treaty. Title to this Software Product, or any copy, modification, or merged portion of this Software Product shall at all times remain with Lessor, a Hexagon Group Company, and/or such third parties.

## **3. TERM**

- 3.1. This Agreement shall remain in full force and effect for the Lease Period or until terminated, as provided herein. This Agreement shall automatically renew at the end of its term (at the current charges at the time of renewal), unless (i) thirty (30) days prior to expiration of this Agreement either party gives written notice to the other party of its intention not to renew this Agreement and/or (ii) Lessee fails to send Lessor a Purchase Order for a subsequent twelve (12) month lease period. Each renewal of this Agreement shall be for a period of one (1) year.

## **4. CHARGES**

- 4.1. Lessee shall pay Lessor for the Software Product leased from Lessor the charges described by Lessor in Lessee account shown and maintained in the Licensing Portal, said information which is incorporated herein by reference. A full month's lease charge will be charged for any partial month's utilization.
- 4.2. In addition to the payment of the Software Product lease charges, Lessee shall pay or reimburse Lessor for the following charges, if incurred:
- a) The shipping, insurance and installation (if requested) charges as specified in Lessor's Quote.
  - b) Return shipping charges of the Software Product upon termination of this Agreement by Lessee. In the event that Lessor shall terminate this Agreement, Lessor shall pay all return shipping charges.
- 4.3. All lease charges described in 4.2(a) and 4.2(b) shall be paid at such address of Lessor or as Lessor shall direct. Payment of these charges, and all other charges defined herein, shall be made to Lessor within thirty (30) days of Lessee's receipt of the invoice. An interest charge of one and one-half percent (1 1/2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments. No payments may be withheld by Lessee for any reason nor may any counterclaim by Lessee be set off against any payment due under this Agreement without the prior written consent of Lessor.

- 4.4. All lease charges are exclusive of, and Lessee shall be liable for, and shall indemnify and hold Lessor harmless from and against, any and all United States and/or any other country's federal, state, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Taxes shall expressly exclude any United States (i) federal, (ii) state, (iii) municipal, (iv) or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by Lessor's income, capital and/or assets. Total invoice amount for lease charges are subject to increase by the amount of any Taxes that Lessor is required to pay, and / or which Lessee is required to withhold, collect or pay upon (i) the lease of the Software Product and/or (ii) lease charges so that the Lessor receives the full amount of the lease charges. Any certificate to exempt this Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Lessee at Lessee's expense.
- 4.5. Lessee agrees, at its own cost and expense, (i) to pay all operating expenses of each item of the Software Product; and (ii) to comply with all governmental laws, ordinances, regulations, requirements, and rules with respect to the operation of the Software Product.

## **5. SOFTWARE PRODUCT DELIVERY**

- 5.1. Lessor shall arrange all shipments of the Software Product via electronic delivery or appropriate media to the site designated by Lessee. Changes to the installed quantities shall be provided by Lessor via appropriately coded Software Product Key. Electronic delivery is not available for all Software Products.

## **6. SOFTWARE PRODUCT LICENSE**

- 6.1. During the term of this Agreement, and subject to the terms and conditions of Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division's Software License Agreement or the applicable third party Software License Agreement which is included with the Software Product and incorporated herein by reference, Lessor hereby grants to Lessee a nontransferable and non-exclusive license for the use of the Software Product at the Lease Site for the types and in the quantities and at the charges as they are described by Lessor in Lessee's account shown and maintained in the Licensing Portal (which may be amended from time to time, said information which is incorporated herein by reference). In the event of conflict between this Agreement and the applicable Software License Agreement included with the Software Product, this Agreement shall take precedence. For certain analysis Software Products and so designated in the Licensing Portal, a one-month lease license may be available.
- 6.2. Lessor may deliver to Lessee in the course of performance of this Agreement information considered by Lessor, or a Hexagon Group Company, to be confidential and proprietary, including, but not limited to, User interface, User Documentation, file formats, and product architecture. Lessee agrees not to disclose such information to third parties, except as required by law or as otherwise provided in this Agreement, unless such information is:
- a) known to Lessee at the time of Lessor's disclosure; or
  - b) in the public domain at the time of Lessor's disclosure or at any time subsequent thereto; or
  - c) made available to the Lessee by a third party as a matter of right and without restriction on disclosure.
- 6.3. Upon expiration or termination of this Agreement, Lessee shall relinquish any license rights to the Software Product (including Documentation), and the Software Product and all copies thereof shall be returned to Lessor at Lessee's expense.
- 6.4. Lessor reserves the right to audit the Lease Site to ensure the current authorized quantities of licenses are being utilized at the Lease Site.

## **7. TERMINATION**

7.1. This Agreement may be terminated by either party for material breach by the other party or in the event that the other party becomes insolvent, files or has filed against it a petition in bankruptcy or should any substantial part of the other party's property be subject to any levy, seizure, assignment, application of sale for or by any creditor or governmental agency. The party seeking to terminate the Agreement shall provide written notice citing the cause(s) of termination to the other party. The termination shall be effective thirty (30) calendar days after the date of the written termination notice, unless the party to whom such notice is sent remedies the cause(s) cited within fifteen (15) days after the date of said notice.

## **8. ADDITIONAL SOFTWARE PRODUCTS**

8.1. Lessor has no implied obligation to provide similar terms or rates to other organizations within Lessee's organization, its subsidiaries, or affiliated companies. Additionally, Lessor has no implied obligation to add to this Agreement other items of Software Product requested or ordered by Lessee except for additional Software Product Keys, nor to provide those other items under an Agreement with similar terms and rates.

8.2. For certain Software Products, Lessee is not allowed to fluctuate the lease quantity in the Licensing Portal during the Lease Period. Charges for such Software Products for which the lease quantity may not fluctuate are annual in advance and are due and payable in full on the first day of the Agreement. Charges for Software Products for which the lease quantity may fluctuate are monthly in accordance with the other provisions herein.

8.3. Fluctuation of license quantities under Lease: This section applies only to those Software Products listed in the Licensing Portal for which the license quantity may be fluctuated and specifically does not apply to those Software Products charged annual in advance. At any time during the Lease Period, Lessee may increase the number of licenses of the leased Software Product for which the license quantity may be fluctuated. At any time during the Lease Period, Lessee may reduce the number of licenses of the leased Software Product for which the license quantity may be fluctuated before the first of the month, but may not reduce the number of licenses of the leased Software Product below one license. For increase or reduction in the number of licenses of the leased Software Product to be effective, Lessor must receive either written notice of the increase or reduction of the number of licenses of the leased Software Product, or Lessee must increase or reduce the number of licenses of the leased Software Product by using the Licensing Portal. In the event Lessee increases or reduces the number of licenses of the leased Software Product for which the license quantity may be fluctuated during the Lease Period then the monthly lease charges shall be adjusted using the prices in Lessee account shown and maintained on the Licensing Portal, said information which is incorporated by reference. A full month's lease charge will be charged for any partial month's utilization.

8.4. Lessee may not make alterations in or attachments to the Software Product without the prior written consent of Lessor. If the alteration or attachment interferes with the satisfactory operation of the Software Product or substantially increases cost of maintenance, Lessee will remove the alteration or attachment and restore the Software Product to its prior condition.

## **9. DEFAULT**

9.1. An event of default shall occur if:

- a) Lessee fails to pay when due any lease charges and such failure continues for a period of fifteen (15) days.
- b) Lessee ceases doing business, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, or files a petition seeking reorganization, liquidation, dissolution or similar arrangement under present or future statute, law or regulation.

- c) Lessee attempts to sell, transfer, assign, or otherwise convey Software Product to another party without Lessor's prior written consent.
- d) Lessee removes any product identification, copyright notices, or other notices or proprietary restrictions from the Software Product, or causes or permits the reverse engineering, disassembly, or decompilation of the Software Product.

9.2. Upon the occurrence of an event of default by Lessee, Lessor may terminate this Agreement and:

- a) Declare that all sums due, and to become due hereunder, shall be immediately due and payable, and recover such sums.
- b) Take appropriate actions either at law or in equity to enforce performance by Lessee of any and all covenants of this Agreement and to recover damages from the breach thereof.
- c) Demand that Lessee immediately return the Software Product and all Documentation related thereto to Lessor at Lessee's expense to such place within the continental United States as Lessor may designate.
- d) Request permission to enter into any premises under control or jurisdiction of Lessee or any agent of Lessee for the purpose of repossessing the Software Product. Lessee shall not unreasonably deny such permission.

## **10. WARRANTIES**

- 10.1. **Performance Warranty.** Except for any reference data or solutionware contained in the Software Product, Lessor warrants for a period of thirty (30) calendar days from the date of shipment, that the Software Product shall perform substantially in accordance with the Documentation supplied with the particular Software Product. Reference data and solutionware are provided "as is" and without any warranties whatsoever.
- 10.2. **Software Product Delivery Media.** Lessor warrants for a period of thirty (30) calendar days from the date of shipment, that, under normal use, Software Product Delivery Media will be free of defects in material and workmanship.
- 10.3. **LESSOR DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL MEET LESSEE'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES LESSOR WARRANT THAT THE SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE.**
- 10.4. If under the law ruled applicable to this Agreement a greater warranty is mandated, then Lessor warrants the Software Product to the minimum extent required by said law.
- 10.5. The foregoing warranties are void if failure of a warranted item results directly or indirectly from an unauthorized modification to a warranted item; an unauthorized attempt to repair a warranted item; or misuse of a warranted item, including without limitation use of a warranted item under abnormal operating conditions or without routinely maintaining a warranted item. Lessee agrees to promptly notify Lessor of any suspected defects in the Software Product Delivery Media or program.
- 10.6. Lessor's entire liability under this Agreement and Lessee's exclusive remedy shall be at Lessor's sole and absolute discretion, either (i) the repair or replacement of any warranted item which during the warranty period does not meet the respective warranty given above or (ii) refund of the lease charges for the particular warranted item for the period of time during the warranty period that it did not conform to the warranty.
- 10.7. **THE FOREGOING WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF LESSOR.**

## **11. DISCLAIMER OF WARRANTIES**

- 11.1. **EXCEPT AS PROVIDED HEREIN, LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE PRODUCT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 11.2. **IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, THEN LESSOR DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.**

## **12. LIMITATION OF LIABILITY**

- 12.1. **IN NO EVENT WILL LESSOR OR A HEXAGON GROUP COMPANY BE LIABLE TO LESSEE FOR ANY DAMAGES WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF LESSOR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.**
- 12.2. **UNDER NO CIRCUMSTANCE SHALL LESSOR'S OR A HEXAGON GROUP COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT LESSOR HAS BEEN PAID DURING THE INITIAL LEASE PERIOD OR A RENEWAL LEASE PERIOD (WHICHEVER PERIOD SOLELY CORRESPONDS TO THE CLAIM) BY LESSEE UNDER THIS AGREEMENT AT THE TIME THE CLAIM IS MADE. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY LESSEE MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.**
- 12.3. **IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF SECTION 12 IS INVALID, THEN LESSOR AND A HEXAGON GROUP COMPANY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.**

## **13. EXPORT**

- 13.1. Software Products, and any software products obtained from Lessor, its affiliates, subsidiaries, or distributors, including any technical data related to these products ("Technical Data") are subject to the export control laws and regulations of the United States. Diversion contrary to U.S. law is prohibited. To the extent prohibited by United States or other applicable laws, these Software Products, and any software products obtained from Lessor, its affiliates, subsidiaries or distributors; Technical Data; and any derivatives of either, shall not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:
  - a) to Cuba, Iran, North Korea, the Crimean, "Donetsk People's Republic", "Luhansk People's Republic" or Sevastopol regions of the Ukraine, or Syria, or any national of these countries or territories.
  - b) 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. Visit [www.export.gov](http://www.export.gov) for more information or follow this link for the screening tool: <https://legacy.export.gov/csl-search>.
  - c) to any entity when Lessee knows, or has reason to know, the end use of the Software Product and any software products obtained from Lessor, its affiliates, subsidiaries or distributors is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.
  - d) to any entity when Lessee knows, or has reason to know, that an illegal reshipment will take place.

- 13.2. Any questions regarding export or re-export of these Software Products and any software products obtained from Intergraph Corporation, its affiliates, subsidiaries or distributors should be addressed to Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division, Export Compliance Department, 305 Intergraph Way, Madison, Alabama 35758, USA or at [exportcompliance@intergraph.com](mailto:exportcompliance@intergraph.com).
- 13.3. Lessee shall hold harmless and indemnify Lessor and all other Hexagon Group Company for any causes of actions, claims, costs, expenses, and/or damages resulting to Lessor and any other Hexagon Group Company from a breach by Lessee or any user of the export restrictions set forth in this Agreement.

#### **14. ASSIGNMENT**

- 14.1. Neither Lessor nor Lessee shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, except that Lessor may assign its rights and obligations under this Agreement without the approval of Lessee to an entity which acquires all or substantially all of the assets of Intergraph Corporation or its division, Asset Lifecycle Intelligence, or to any subsidiary, affiliate or successor in a merger or acquisition of Intergraph Corporation or its division, Asset Lifecycle Intelligence.

#### **15. NOTICES**

- 15.1. Any notice or communication given pursuant to this Agreement shall be in writing, as a document or in electronic form, and deemed received, when delivered in person, electronic mail, Tele-Facsimile, or sent postage prepaid by Express Mail, Federal Express or other private courier, or United States Certified Mail return receipt requested to the address listed in the Purchase Order.
- 15.2. Either party hereto shall have the right to change any representative or address it may have given to the other party by giving such other written notice of such change.

#### **16. SURVIVAL**

- 16.1. Sections 6.2, 11, 12, 13, 14, 18, and 20 shall survive termination or expiration of this Agreement. The obligation imposed on Lessee to pay any unpaid charges which have accrued and are due at the time of termination or expiration of this Agreement, pursuant to Section 4, shall survive the expiration or termination of this Agreement.

#### **17. WAIVERS**

- 17.1. Any failure by either party to enforce performance of the terms or conditions of this Agreement shall not constitute a waiver of, or affect said party's right to avail itself of such remedies as it may have for subsequent breach of the terms of this Agreement.

#### **18. DISPUTE RESOLUTION, GOVERNING LAW, AND JURISDICTION**

- 18.1. For any controversy or claim that may arise out of or in relation to this Agreement or with respect to breach thereof, the parties agree to initially seek to solve the matter amicably through discussions between the parties' upper management. Should the parties fail to resolve such controversy, claim, or breach by amicable arrangement and/or compromise within thirty (30) days of the dispute being brought to the attention of parties' upper management, then the parties may, at their sole discretion, seek resolution through non-binding mediation. If either party is not satisfied with the result of the non-binding mediation, such party may seek legal recourse through the courts in the jurisdiction chosen herein. No party may commence litigation in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by negotiation and mediation, and the mediation has terminated, or the other party refused to participate in the mediation. Any time period

stated in this Section may be reduced for the sole purpose of avoiding the expiration of the Statute of Limitations for the event made the basis of the controversy.

- 18.2. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of Argentina. 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.

## **19. FORCE MAJEURE**

- 19.1 For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism or sabotage; floods, hurricanes or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

## **20. SEVERABILITY**

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

## **21. MAINTENANCE**

- 21.1 Lessor shall provide standard maintenance coverage on any Software Product leased under the terms and conditions of this Agreement to Lessee during the Lease Period. Maintenance coverage is provided as part of the lease fee.
- 21.2 Software Maintenance Support. Software Maintenance Support will be provided to Lessee during the hours of 8:00 a.m. to 5:00 p.m. local business time, Monday through Friday, excluding Lessor-observed holidays. Software Maintenance Support will include and be limited to the following for all Software Products provided under this Agreement and functioning on the appropriate Lessor support operating system:
- (a) Unlimited support via Customer Response System (standard business hours).
  - (b) 24 x 7 access to Solution Knowledge Base, an on-line self-help tool.
  - (c) The ability to perform Web queries, submit updates, and obtain status of service requests 24 x 7.
  - (d) Software Upgrades, fixes and service packs and how to obtain them, if available.
- 21.3 Any Upgrades furnished hereunder shall be governed by the software license agreement contained herein. Upgrades are shipped upon Lessee request.
- 21.4 Customer Response System. Lessor provides primary access to maintenance and support via Lessor's Customer Response System ("CRS"). CRS is a web-based system that allows customers the ability to submit Service Cases ("Cases"), perform web queries, and obtain the status of a Case anywhere in the world, 24 x 7.



General CRS procedures:

1. Service Cases: Lessee logs a Case via CRS or calls into Support giving a description of the problem. Lessee receives a Case number for the request filed.
2. Case Priority: Lessee responses to CRS system describing the Case are used to set priority of the Case into one of four priorities: 1-Critical, 2-High, 3-Medium, and 4-Low.

**1-Critical:** The entire production system is completely inoperable. No users can access and/or utilize the production system. There is no possible workaround.

**2 – High:** Multiple users are unable to access and/or utilize the production system, a primary function is completely inoperable or not working as documented, or application performance is degraded such that production operations are effectively blocked. There is no possible workaround.

**3 – Medium:** Single user unable to launch applications or requires assistance with login, password or account lockout. Primary function is not working as documented but has a workaround. Secondary function is not working. Lessee requests a change to software function.

**4 – Low:** User request for clarification or minor issue/request. Request for change to environment.

3. Case Assignment and Resolution: When Lessee submits the Case to CRS it triggers a notification to be sent immediately to a Lessor support manager. The support manager will assign the Case to a support agent and the support agent is notified that Lessee has submitted a new Case. The support agent will collaborate with Lessee to determine a resolution to the Case. If Lessor determines that the resolution of the Case requires a correction to the Software Product, the issue will be recorded with a priority state in the development requirement database.
4. Status of Case: Lessee may check the status of a Case via CRS at any time.
5. Web Queries: Lessee may obtain information on known problems and available fixes and workarounds via CRS.
6. Product Change Request: Lessee may request Software Product Change Requests for consideration by Lessor via CRS.

21.5 Satisfaction and Escalation Procedure. CRS provides a Customer Satisfaction Survey that Lessee may use to provide ratings regarding its satisfaction as to the level of service. Should Lessee be dissatisfied as to the level of service it is receiving in the resolution of a Case, Lessee will be contacted by a member of Lessor's Support Management to discuss a resolution.

21.6 Excluded Software Services. Services for the following are outside the scope of this Agreement and may be available under separate agreement at an additional charge (collectively "Excluded Services"):

- a) System installation (hardware/software platforms)
- b) Network configuration support for third party products not sold to the Lessee by Lessor
- c) System-level tuning and optimization
- d) Programming development
- e) Customization and configuration
- f) Training

21.7 Lessor may perform the Maintenance hereunder either through its own affiliates', subsidiaries' or distributor's personnel.

21.8 Software Maintenance Support for all remote users of Lessor's application server or portal server licenses (Standard Concurrent-Use Software ("CS"), Extended Concurrent-Use Software ("CX"), Concurrent Hosted Use Software ("CH"), and Server Software ("VR") shall be provided by the

Lessor regional office where the application server or portal server licenses are registered/maintained regardless of the physical location of the end user. All service requests from remote users shall be logged from the location where the application server or portal server license is located.

21.9 Support requests for J5 Products (products which have "j5" in the title) may be made and support obtained through the contact details provided below:

Support Phone Numbers:

For Emergencies: +1 510-495-1475 (j5 International 24 x7 Support Line)  
+27 71 643 4690 (j5 International 24 x 7 Support Line, Alternate)

**22. USE OF NAME AND LOGOS**

22.1 Lessee hereby grants to Lessor permission to (1) use the name and logo of Lessee solely in connection with Lessor's or a Hexagon Group Company's website and/or marketing materials and (2) list Lessee as a customer or Lessor on its website or in marketing materials until the termination of this Agreement. Hexagon or a Hexagon Group Company, as applicable, shall include a trademark attribution notice giving notice of Lessee's ownership of its trademarks in the marketing materials in which Lessee's name and logo appear. As a further condition to such consent, Lessor agrees to discontinue or procure that its affiliate discontinues any nonconforming use of the name and logo of Lessee immediately upon notice by Lessee. Each party further agrees to participate in general press releases or other mutually agreed to marketing activities with the other party. Neither Lessor nor Lessee shall issue any press release that refers to the other party or the execution or existence of this Agreement without the other party's prior written approval.

**23. ENTIRE AGREEMENT AND AMENDMENTS**

22.1 It is understood and agreed that this Agreement, contains the entire and only understanding between the parties relating to the subject matter hereof and that any representation, promise, or condition not contained herein shall not be binding on either party. This Agreement shall supersede the terms and conditions in any Lessee Purchase Order form or acknowledgment form. Acceptance by Lessor of any Lessee Purchase Order pursuant hereto, and acceptance by Lessee of any product(s), service(s), and/or license right(s) furnished by Lessor, shall be governed by this Agreement. A provision of this Agreement will not be interpreted against a party just because that party prepared the provision. This Agreement may not be altered, amended, or modified unless in writing and signed by both parties hereto.