INTERGRAPH CORPORATION, DOING BUSINESS AS HEXAGON PPM (“PPM”) SOFTWARE MAINTENANCE SUPPORT AGREEMENT

1.0 DEFINITIONS

“Coverage Period” means twelve (12) months unless otherwise designated in the Quote(s).

“Customer” means the entity or person purchasing Software Maintenance Support.

“Emergency” means an emergency situation in which the J5 Products are inoperable or fail catastrophically.

“Hexagon Group Company” means any company that is directly or indirectly controlled by Hexagon AB, a Swedish corporation.

“J5 Products” means the Software Products that have “J5” in the title.

“Like Software” means all software of the same title, same product content, modules of that title or content, prerequisite software, Upgrades, or successor branding.

“PAS Products” means Software Products that are a “Connection” license type.

“Quote” means a quotation for Software Maintenance Support submitted to Customer by PPM. A Quote may be the quotation issued by PPM Maintenance Contracts but may also be the software maintenance quotation submitted to Customer along with a product quotation at time of purchase.

“Site ID” means the identifier assigned to each unique Customer location.

“Software Maintenance Support” means the specific maintenance services contracted for by Customer and to be performed by PPM as defined in Section 3.0 herein.

“Software Product” includes PPM’s computer software and all of the contents of the files, disks(s), CD-ROM(s) or other media with which the software is provided, including any templates, data, printed materials, and “online” or electronic Documentation, all copies, and any upgrades, modified versions, and updates (which will be provided if the Software Product is covered under a current Software Maintenance Support Agreement) of the Software Product. Except as otherwise stated herein, Solutionware shall be considered a Software Product for the purpose of this Agreement.

“Solutionware” means PPM utilities described as solutionware (1) in the Software Product name, (2) within a Readme file included with the Software Product, or (3) within documentation, included with the Software Product, and may include but not be limited to data, templates, schema extensions, work process pre-configurations, web services, integration components, and software code provided “as is” and without any warranty.

“Third Party Software” means computer software or other technology in which any person or entity, other than Intergraph Corporation, a Hexagon Group Company, or any subsidiary of Intergraph Corporation, 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 PPM’s Software Products by license from third parties.

“Upgrade(s)” means the subsequent releases of applicable Software Products and/or Third Party Software covered under the Agreement.

2.0 AUTHORIZATION AND PERFORMANCE

2.1 Initiating Software Maintenance Support

By either (a) returning a signed Quote; (b) submitting a signed purchase order referencing this Agreement and the applicable Quote number; (c) paying any charges as set forth on a Quote; or (d) accepting Software Maintenance Support as set forth on a Quote, Customer thereby authorizes PPM to provide the Software Maintenance Support for Software Products and/or Third Party Software

during the Coverage Period specified on the Quote, and thereby agrees to the terms and conditions in this Agreement. The Coverage Period shall be considered as beginning on the first day of the month in which the Software Product was provided to the Customer, and thus the Coverage Period shall be for whole months only. Software Maintenance Support provided under this Agreement must be utilized only for the quantity of licenses listed on the Quote.

2.2 Renewing Software Maintenance Support

Approximately sixty (60) days prior to the current Coverage Period's expiration date, PPM will submit to the Customer a renewal Quote that includes pricing for the upcoming Coverage Period. By accepting the renewal Quote and agreeing to pay or paying all charges listed in the renewal Quote or submitting a valid purchase order referencing a Quote, Customer thereby authorizes PPM to provide the Software Maintenance Support for Software Products and/or Third Party Software during the designated Coverage Period, and thereby agrees to the then current Software Maintenance Support Agreement terms and conditions referenced in the renewal Quote. PPM reserves the right to increase Software Maintenance Support prices at any time at its sole discretion, which shall, if applicable, be reflected in the renewal Quote and shall take effect for the renewal Coverage Period. The termination of coverage will occur at the end of the Coverage Period if Customer fails to provide either (a) a signed Quote agreeing to pay all charges and accepting the terms and conditions therein, or (b) a valid purchase order referencing a Quote.

3.0 SOFTWARE MAINTENANCE SUPPORT

3.1 Software Maintenance Support

Software Maintenance Support will be provided to the Customer during the hours of 8:00 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday, excluding PPM-observed holidays. Software Maintenance Support will include and be limited to the following for all Software Products and/or Third Party Software listed on the Quote:

(a) Unlimited support (standard business hours).
(b) 24 x 7 access to Solution Knowledge Base, an on-line self-help tool (not available for J5 Products).
(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.

Software Maintenance Support is limited to specific Software Products and/or Third Party Software as shown on the Quote covered under this Agreement functioning on the appropriate PPM supported operating system.

Any Upgrades furnished hereunder shall be governed by the then current PPM software license agreement or relevant third party license agreement, if applicable, which shall supersede any software license agreement associated with prior releases of the Software Products or Third Party Software. Upgrades are shipped upon Customer request.

Software Maintenance Support may not be available for all Software Products.

3.2 Customer Response System

Except for J5 Products and PAS Products, PPM provides primary access to maintenance and support via PPM's Customer Response System (hereinafter "CRS") for Customers who have a valid Software Maintenance Support Agreement. CRS is a web-based system that allows Customers the ability to submit Service Case, perform web queries, and obtain the status of Services Cases anywhere in the world, 24 x 7.

General CRS procedures:

(a) **Service Cases ("Case(s)"):** Customer submits a Case into CRS or calls into Support giving a description of the problem. The Customer receives a Case number for the request filed.

(b) **Case Priority:** Customer 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. Customer requests a change to software function.

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

(c) **Case Assignment and Resolution:** When Customer submits the Case to CRS it triggers a notification to be sent immediately to a PPM support manager. The support manager will assign the Case to a support agent and support agent is notified that the Customer has submitted a new Case. The support agent will collaborate with the Customer to determine a resolution of the Case. If PPM determines that the resolution of the Case requires a correction to the Software Product or Third-Party Software, the issue will be recorded with a priority state in the development requirement database.

(d) **Status of Case:** Customer may check the status of a Case via CRS at any time.

(e) **Web Queries:** Customer may obtain information on known problems and available fixes and workarounds via CRS.

(f) **Product Change Request:** Customer may request product Change Requests for consideration by PPM via CRS.

3.3 J5 Products

Support requests for J5 Products may be made and support obtained through the contact details provided below:

Email contact address:	support.j5.ppm@hexagon.com
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)
For all other needs:	+1 800-766-7701
Support requests, which are not an Emergency, according to Customer or user location (support provided during local business hours for the J5 support team):	
United States & Canada:	+1 800-766-7701
Worldwide other than United States & Canada:	+27 21 762 1440 (J5 South Africa Main Phone Number)

At such time that the J5 Products are available in the Customer Response System, PPM shall provide written notice thereof.

3.4 PAS Products

Support requests for PAS Products may be made and support obtained through the contact details provided below:

Email contact address:	rapidsupport@pas.com
Support Phone Number:	+1 281-286-6565 (select option 2)
Request a call back:	https://www.pas.com/contact-us
Support Portal:	https://support.pas.com

At such time that the PAS Products are available in the Customer Response System or in the event of a change to the contact information provided above, PPM shall provide written notice thereof. Notice for the purpose of this section 3.4, email shall constitute written notice.

3.5 Customer Satisfaction and Escalation Procedure

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

4.0 EXCLUDED SOFTWARE SERVICES

Software Maintenance Support is limited to specific Software Products and/or Third Party Software as shown on the Quote, functioning on the appropriate PPM supported operating system. 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 Customer by PPM
(c) System-level tuning and optimization
(d) Programming development
(e) Customization and configuration
(f) Training
(g) Data, including reference data

Software Maintenance Support provided by PPM under this Agreement shall not include support calls that are necessary due to failure of software and/or configurations not supplied by PPM or its subcontractors and not covered in this Agreement.

In addition to the above, as to J5 Products, remedying issues arising from the Customer's or their contractor's use of the J5 Integrated Development Environment ("IDE") are outside of the scope of Software Maintenance Support. PPM reserves the right to charge its current hourly rates applicable to the Customer's region for issues that fall within this exception.

5.0 CHARGES

Software Maintenance Support charges are annual in advance. Charges are due and payable in full within thirty (30) days of date of invoice. The Coverage Period shall begin on the first day of the month as shown on the Quote. A full month's Software Maintenance Support charge will be invoiced for any partial month's utilization. Software Maintenance Support on Software Products and/or Third Party Software added to this Agreement for any period of time less than one (1) year shall be due and payable in full on the date that the Software Product and/or Third Party Software is added to the Agreement. Charges for Software Products and/or Third Party Software added during a Coverage Period to the Agreement shall be prorated to the remaining months of the Coverage Period, in whole month increments only.

Payments that are not received thirty (30) days from date of invoice are subject to interest accrued at one and one-half percent (1 ½%) per month or the maximum allowed by law, whichever is less.

Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact PPM 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 that Customer does not report within such period.

Software Maintenance Support is non-discountable.

6.0 TAXES

All Software Maintenance Support charges are exclusive of, and Customer shall be liable for, and shall indemnify and hold PPM 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 PPM's income, capital and/or assets. The total invoice amount for Software Maintenance Support charges is subject to increase by the amount of any Taxes which PPM is required to withhold, collect, or pay so that PPM receives the full amount of the Software Maintenance Support charges. Any certificate to exempt this Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

7.0 ADDITIONS AND REMOVALS OF SOFTWARE PRODUCT(S) AND/OR THIRD PARTY SOFTWARE

7.1 Additions of Software Products and/or Third Party Software to Software Maintenance Support.

7.1.1 Additional Software Products and/or Third Party Software from PPM. In the event Customer purchases additional Software Product(s) and/or Third Party Software license(s) directly from PPM during the term of this Agreement, PPM will provide Customer a Quote that reflects the additional licenses to be added to this Agreement, effective date(s) of Software Maintenance Support and charges for those additional software licenses to be added under the terms and conditions of this Agreement.

7.1.2 Additional Software Products and/or Third Party Software via Software Transfer Policy. Customer shall purchase Software Maintenance Support coverage on all additional licenses of Software Products and/or Third Party Software for a

site obtained via intra-company transfer. Any such software license transfers shall be in accordance with PPM's then current Software Transfer Policy.

7.2 Like Software Policy. All Like Software must be under Software Maintenance Support coverage if any of the Like Software is under Software Maintenance Support coverage. Customer warrants that for all Software Product and/or Third Party Software supported under this Agreement, all Like Software product licenses in Customer's possession and located at Customer's Site ID are covered hereunder. Software Maintenance Support cannot be declined by Customer for individual Software Product and/or Third Party Software licenses that have been installed multiple times at one Site ID or for Software Product and/or Third Party Software licenses, which are being used interdependently at one Site ID.

7.2.1 Prerequisite Software. All prerequisite PPM software licenses that are necessary to operate the Software Products and/or Third Party Software for which Customer desires to cover under this Agreement are considered Like Software and must be covered by Software Maintenance Support provided for in this Agreement.

7.2.2 Perpetual License Example. By way of example only, and not limitation, if Customer has twenty (20) Smart 3D perpetual licenses on a Site ID and desires to enter into a Software Maintenance Support Agreement for Smart 3D licenses, Customer will be required to have all twenty (20) Smart 3D perpetual licenses covered under the Software Maintenance Support regardless of Customer's use of all twenty (20) licenses. Also, by way of example only, SmartPlant Review and its modules would be considered Like Software.

7.2.3 Lease License Example. Using the Perpetual License Example above, if Customer desires to lease five (5) additional Smart 3D licenses, Customer will be required to have all twenty (20) perpetual Smart3D licenses covered under Software Maintenance Support.

7.3 Removal of Software Product(s) and/or Third Party Software from Software Maintenance Support at Renewal. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Software Product(s) and/or Third Party Software from the Agreement for the upcoming renewal period. Except as otherwise provided for in this Agreement, neither party may remove Software Product(s) and/or Third Party Software from this Agreement until Coverage Period renewal.

7.3.1 Under the Agreement, Customer may not remove individual software licenses of a Software Product and/or Third Party Software for which Customer has multiple copies under Software Maintenance Support at a Site ID, unless Customer has first notified PPM of its intent to relinquish the copies of the Software Products and/or Third Party Software for which Customer desires to cease Software Maintenance Support (the "Relinquished Licenses") for the renewal Coverage Period by filing out PPM's Software Relinquishment Form ("Relinquishment Form"). Customer must also certify to PPM in writing that it has uninstalled and removed the Relinquished Licenses from its system(s) via the Relinquishment Form and installed a revised license. Should Customer desire to reinstate Software Maintenance Support for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

8.0 REINSTATEMENT OF SOFTWARE MAINTENANCE SUPPORT

8.1 Lapse in Software Maintenance Support. To reinstate Software Maintenance Support after any expiration, termination or suspension thereof, Customer must pay a Reinstatement Fee, as defined below, in addition to standard Software Maintenance Support charges. The Coverage Period for any reinstated Software Maintenance Support shall begin on the first day of the month after the expiration, termination or suspension of the last paid-in-full Coverage Period ("Reinstatement Period"). The Software Maintenance Support reinstatement fee is twenty-five percent (25%) of the past due Software Maintenance Support charges accumulated during the Reinstatement Period ("Reinstatement Fee"), and shall be in addition to the total Software Maintenance Support charges for the Reinstatement Period, all calculated at the current Software Maintenance Support list price. In addition to the Reinstatement Fee and the past due Software Maintenance Support charges, Customer will be required to pay for the upcoming Coverage Period at the time Software Maintenance Support is reinstated. PPM will provide a Quotation upon request.

8.2 Failure to Purchase Software Maintenance Support. In the event that Software Maintenance Support was not purchased at the time the Software Product and/or Third Party Software was originally purchased, in order to obtain Software Maintenance Support, Customer shall pay the 1) Reinstatement Fee, and 2) the total Software Maintenance Support charges, all calculated at the current Software Maintenance Support list price from the date the original Software Product and/or Third Party Software was purchased up to the date the Software Maintenance Support is actually purchased. The Coverage Period for such Software Product and/or Third Party Software will begin on the first day of the month in which the Software Product and/or Third Party Software was originally purchased. In addition to the Reinstatement Fee and the past due Software Maintenance Support charges, Customer will be required to pay for the upcoming Coverage Period at the time Software Maintenance Support is actually purchased. PPM will provide a Quotation upon request.

9.0 REMOTE ACCESS LICENSES

Software Maintenance Support for all remote users of PPM'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 PPM 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.

10.0 TERM, TERMINATION, AND MODIFICATIONS

10.1 Term
This Agreement shall be effective as of the date of the first day of the Coverage Period as stated in the PPM Quote and shall expire at the end of the Coverage Period unless terminated earlier as provided in Section 10.2, or renewed by mutual agreement of the parties pursuant to the terms as stated in Section 2.2.

10.2 Termination
This Agreement, and thus the Software Maintenance Support provided hereunder, may terminate prior to the expiration of the Coverage Period for any of the following reasons:

(a) A new agreement between Customer and PPM is signed into effect for similar Software Maintenance Support for Software Products or Third Party Software covered under this Agreement; or
(b) Either party petitions for reorganization under the Bankruptcy Act or is adjudicated a Bankrupt, or a receiver is appointed for either party's business; or
(c) Customer fails to pay PPM any amount when due hereunder; or
(d) Customer commits a material breach of any of the terms and conditions in this Agreement.

10.3 Modifications
This Agreement can be changed or modified during the Coverage Period in one of the following ways:

(a) PPM provides a written notice of intent to modify the Agreement to remove a Software Product or Third Party Software from Software Maintenance Support effectively terminating the Agreement with respect to that Software Product or Third Party Software; provided, however, such termination may only occur with respect to the discontinuance of a PPM product or by requirement of a third-party owner of any product or part thereof. This Agreement will terminate with respect to the particular Software Product or Third Party Software thirty (30) days after the date of the notice. Upon termination, PPM shall provide a pro-rata refund for Software Maintenance Support not provided.
(b) Customer adds Software Products and/or Third Party Software licenses during the Coverage Period or at renewal of the Coverage Period or removes Software Products and/or Third Party Software at renewal of the Coverage Period in accordance with Section 7.
(c) Any other changes or modifications by mutual agreement of the parties.

11.0 WARRANTIES

PERFORMANCE WARRANTY. EXCEPT FOR ANY REFERENCE DATA AND SOLUTIONWARE CONTAINED IN THE SOFTWARE PRODUCT, FOR ANY SOFTWARE UPGRADE PROVIDED UNDER THIS AGREEMENT, PPM 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. REFERENCE DATA AND SOLUTIONWARE ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES WHATSOEVER.

SOFTWARE MEDIA WARRANTY. FOR ANY SOFTWARE UPGRADE PROVIDED UNDER THIS AGREEMENT, PPM WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT THAT, UNDER NORMAL USE, SOFTWARE DELIVERY MEDIA SHALL BE FREE FROM DEFECT IN MATERIAL OR WORKMANSHIP.

PPM DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES PPM WARRANT THAT THE SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE. PPM'S ENTIRE LIABILITY UNDER THIS WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE AT PPM'S SOLE AND ABSOLUTE DISCRETION, (1) EITHER THE REPAIR OR REPLACEMENT OF ANY SOFTWARE ITEM THAT DOES NOT MEET THE RESPECTIVE WARRANTIES GIVEN ABOVE OR (2) A REFUND OF THE CHARGES FOR THE PARTICULAR WARRANTED ITEM.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT A GREATER WARRANTY IS MANDATED, THEN PPM WARRANTS THE SOFTWARE PRODUCT TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

THE FOREGOING WARRANTIES ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A

WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM.

CUSTOMER SHALL PROMPTLY NOTIFY PPM OF ANY SUSPECTED DEFECTS IN SOFTWARE DELIVERY MEDIA.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF PPM.

12.0 DISCLAIMER

EXCEPT AS PROVIDED HEREIN, PPM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE PRODUCT OR SOFTWARE MAINTENANCE SUPPORT SUPPLIED HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, PPM DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

13.0 LIMITATION OF LIABILITY

IN NO EVENT WILL PPM OR A HEXAGON GROUP COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE 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 PPM HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES SHALL PPM'S OR A HEXAGON GROUP COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT PPM HAS BEEN PAID DURING THE APPLICABLE COVERAGE PERIOD BY CUSTOMER 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 CUSTOMER MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF SECTION 13.0 IS INVALID, THEN PPM AND A HEXAGON GROUP COMPANY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

14.0 DOCUMENTATION

Documentation shall mean, 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 PPM to Customer. Not all of the previous types of Documentation are delivered with each Software Product supplied by PPM.

15.0 NOTICES

All written notices required by either party under this Agreement shall be deemed to have been given on the date such notice is mailed to the other party.

16.0 HEADINGS

The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any Paragraph or provision hereof. References in this Agreement to any Paragraphs are to the applicable Paragraph of this Agreement.

17.0 ASSIGNMENT

Neither PPM nor Customer 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 PPM may assign its rights and obligations under this Agreement without the approval of Customer to an entity which acquires all or substantially all of the assets of Intergraph Corporation or its division, Hexagon PPM, or to any subsidiary, affiliate or successor in a merger or acquisition of Intergraph Corporation or its division, Hexagon PPM.

18.0 DISPUTE RESOLUTION AND INTERPRETATION

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.

This Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of Italy and shall have been deemed to have been executed in Italy. The parties agree that any legal action or proceeding relating to this Agreement shall be exclusively instituted in the Court of Milan, Italy. The parties agree to submit to the exclusive jurisdiction of, and agree that venue is proper in this court in any such legal action or proceedings. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Agreements for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

19.0 NONDISCLOSURE

PPM and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions of this Agreement shall be deemed Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information", (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either PPM or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers. This, however, shall not prevent PPM from disclosing that Customer is a customer of PPM.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Agreement. Customer and PPM shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature. The parties shall take reasonable steps to ensure that its employees comply with these confidentiality provisions.

This Section shall not apply to any particular information which PPM or Customer can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

20.0 SEVERABILITY

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.

21.0 NO WAIVER

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 any subsequent breach of the terms of the Agreement.

22.0 EXPORT CONTROLS

Intergraph Corporation's Software Products and any software products obtained from Intergraph Corporation, its 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 Intergraph Corporation Software Products and any software products obtained from Intergraph Corporation, its 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, North Sudan, the Crimean region of 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 for more information or follow this link for the screening tool: https://legacy.export.gov/csl-search.
c. To any entity when Customer knows, or has reason to know, the end use of the Intergraph Corporation Software Products or software products obtained from Intergraph Corporation, its subsidiaries, or its 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 Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of these Intergraph Corporation Software Products or software products obtained from Intergraph Corporation, its subsidiaries or distributors should be addressed to Hexagon PPM, Export Compliance Department, 305 Intergraph Way, Madison, Alabama 35758, USA or at exportcompliance@intergraph.com.

Customer shall hold harmless and indemnify PPM for any causes of actions, claims, costs, expenses, and/or damages resulting to PPM from a breach by Customer or any user of the export restrictions set forth in this Agreement.

23.0 FORCE MAJEURE

Neither Party shall be responsible for a delay in or failure to perform if caused by: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority, 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. The Party who is prevented from performing by force majeure shall remedy such cause as soon as reasonably possible.

24.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. This 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 this Agreement. This Agreement may not be amended or modified unless done so in writing signed by authorized representatives of both parties.

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