Intergraph Canada Ltd. doing business as (DBA) Hexagon PPM and
Intergraph Canada Ltee faisant affaire sous le nom de Les entreprises Hexagon PPM
Terms and Conditions for Standard and Virtual Training

Intergraph Canada Ltd. DBA Hexagon PPM and Intergraph Canada Ltee faisant affaire sous le nom de Les entreprises Hexagon PPM, a HEXAGON Group Company (hereinafter referred to as "INTERGRAPH") will provide training to Customer subject to the following terms and conditions. These terms apply where INTERGRAPH provides Customer with Standard or Virtual Training related to software products available for sale by INTERGRAPH. These terms cannot be altered, modified, or amended by subsequent purchase order or writing received from Customer without the express written consent of INTERGRAPH.

1) **Definitions:**
   a) Standard Training means professional training classes, currently offered in INTERGRAPH's price book or registration form, and provided at INTERGRAPH's offered locations or at Customer's site(s).
   b) Virtual Training means training courses provided via an online environment or courses available for viewing via video/DVD, for a designated INTERGRAPH software product.
   c) Hexagon Group Company - Hexagon Group Company shall mean a company controlled directly or indirectly by Hexagon AB, a Swedish corporation.
2) **Standard Training Classes Provided at Customer's site(s):**
   a) Standard Training classes shall be limited to eight (8) students per class. Requests for class sizes larger than eight (8) students shall be submitted to INTERGRAPH for pricing information.
   b) Training Materials for classes provided at Customer's site(s) shall be provided to Customer in pdf or printed format prior to the scheduled training date. If provided in pdf format, Customer shall be responsible for printing the training materials prior the scheduled training class. Distribution of the training materials shall be limited to the students enrolled in the training class.
   c) Customer will provide an adequate training environment for the training classes provided at Customer's site(s).
   d) Customer will be responsible for third party software packages that are installed on the designated training machines. INTERGRAPH will provide license keys for its products for the duration of the training.
3) **Virtual Training:** Virtual Training may be available for certain products and may include either courses available in an online environment or courses available for viewing via video.
   a) Online Virtual Training: When purchasing an online Virtual Training course (as designated in the INTERGRAPH price book) Customer will be provided access to an online Virtual Training module related to a designated INTERGRAPH software product. Access is sold on a per user basis and is limited to Customer's employees who are or will be providing services for the Customer related to the designated INTERGRAPH software product. Access to the online Virtual Training will be provided for a twelve (12) month period beginning when INTERGRAPH provides the relevant administrator or user login allowing Customer to access the online training environment. A user access login can only be used by one user and cannot be reassigned to or used by other users.
   b) Video Virtual Training: When purchasing a video Virtual Training course, Customer will be provided a DVD with a software-driven video Virtual Training module related to a designated software product. The course is licensed on a per machine basis. Access to the video Virtual Training course will be licensed in perpetuity, but video Virtual Training is only applicable for the software version identified on the video.
   c) Customer shall ensure that all users of the online and video Virtual Training courses comply with relevant export restrictions. Customer also agrees to comply with all additional written requirements contained within and directly related to the operation of the online or video training environment. Customer, for itself and its employees, agrees that it will hold user access logins and DVDs in confidence and will not sell, loan, transfer, or make disclosure of the user access logins or the video Virtual Training DVD to any unauthorized user. Customer is responsible to ensure that any employee assigned a user access login or video Virtual Training DVD shall be made aware of all appropriate provisions hereunder, including but not limited to, those provisions regarding protection and security, ownership, video or audio taping, limitations of usage, and export restrictions. Customer agrees to commit its best efforts and use any and all efforts to cause its employees to comply with the provisions hereunder. Customer assumes liability for any such violation by its employees as if such violation resulted directly from the action, negligence or misconduct of Customer. Access to software products is not provided within online or video Virtual Training.
4) **Protection and Security**: Customer acknowledges that training materials and/or other information provided to Customer, whether or not marked or designated as "Confidential", which may come into the Customer's possession during said training, are proprietary to INTERGRAPH and Customer agrees that such training materials and/or information are supplied only to facilitate training and utilization of the INTERGRAPH-provided equipment, software, DVD, or online environment. Customer will not duplicate or disclose such training materials and/or information to a third party, including other persons within Customer's organization, without the prior written consent of authorized INTERGRAPH Training Department personnel.
5) **Ownership of Intellectual Property:** Customer acknowledges that INTERGRAPH possesses information and data that was developed, created, or discovered by INTERGRAPH, or that has become known to or has been conveyed to INTERGRAPH, that has commercial value in INTERGRAPH's day-to-day business. INTERGRAPH considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, training materials, training methods, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, work processes, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs developed both before and in the course of performing training hereunder ("Intellectual Property"), all of which is owned by INTERGRAPH, a Hexagon Group Company.

6) **Video or Audio Taping**: Video or audio taping, downloading or otherwise electronically capturing INTERGRAPH's training courses is prohibited unless otherwise approved in writing by INTERGRAPH.

7) **General Terms of Payment:** Customer enrollment in INTERGRAPH training courses is subject to acceptance by INTERGRAPH and the Customer meeting the following payment terms:

   a) The Customer must submit payment or a firm purchase order for the requested training within thirty (30) days of the beginning of the class or if the Customer enrolls within thirty (30) days prior to the first day of class, a payment or firm purchase order must be received within twenty-four (24) hours of enrollment.

   b) The name of the student (if known at the time of order placement), class number, class date (if applicable), INTERGRAPH Sales Order Number (if one currently exists), and reference to these Terms and Conditions must be included with the Order or check.

   c) Payment terms are net thirty (30) days from date of course completion for Standard Training and net thirty (30) days from date of delivery of the relevant administrator or user login for Virtual Training.

8) **Assignment** - The rights and obligations defined under these terms are not assignable by Customer.

9) **Limitation of Liabilities: IN NO EVENT WILL INTERGRAPH OR A HEXAGON GROUP COMPANY BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

   UNDER NO CIRCUMSTANCES SHALL INTERGRAPH'S OR A HEXAGON GROUP COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT INTERGRAPH HAS BEEN PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE TRAINING COURSE 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 THIS SECTION IS INVALID, THEN INTERGRAPH AND A HEXAGON GROUP COMPANY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

10) **Travel Expenses:** For Standard Training provided at INTERGRAPH offered locations, travel/lodging arrangements and expenses are Customer's responsibility. For Standard Training provided by INTERGRAPH at Customer site(s) or all other non-INTERGRAPH offered locations as may be agreed by both parties, Customer agrees to reimburse INTERGRAPH for all travel and travel related expenses for INTERGRAPH personnel at INTERGRAPH's cost plus a 10% administrative expense.

11) **Cancellation and Rescheduling:**

   a) Cancellation or Rescheduling of Standard Training by Customer: In the event that Customer cancels or reschedules Standard Training, the Customer will provide INTERGRAPH with at least fourteen (14) calendar days prior written notice of said cancellation or rescheduling. Prepayment for canceled classes with fourteen calendar days prior written notice will be refunded to Customer.

   b) For Customer cancellations or reschedule requests received less than fourteen (14) calendar days prior to start date of the class, Customer will incur an administrative fee equal to One Hundred (100%) percent of the training fee for the cancelled or rescheduled class.

   c) Student substitution requests must be received by INTERGRAPH at least fourteen (14) calendar days prior to start of the training class. INTERGRAPH reserves the right to refuse any student substitution request at its sole discretion.

   d) Cancellation or Rescheduling of Standard Training by INTERGRAPH: In the event that INTERGRAPH cancels or reschedules Standard Training, INTERGRAPH will provide Customer with at least ten (10) calendar days prior written notice. Prepayment for cancelled classes will be refunded to Customer.

   e) INTERGRAPH assumes no liability that may be incurred by Customer as a result of any cancellation or rescheduling of Standard Training.

   f) Cancellation or Rescheduling of Virtual Training: Orders for Virtual Training may not be rescheduled or cancelled if said Order has been accepted by INTERGRAPH. Upon INTERGRAPH's delivery of administrator or user logins or applicable DVD to Customer for Virtual Training, Customer shall not be entitled to cancel the Virtual Training order. Payment obligations shall not be affected by Customer's use or lack thereof of the Virtual Training.

12) **Export Restrictions:**

   Intergraph Corporation's Software products, training course, training materials and/or third-party software (which for this section also includes any documentation or technical information pertaining thereto) obtained from Intergraph Corporation, its subsidiaries, or distributors, (the "Items"), are subject to the export control laws and regulations of the United States of America. Diversion contrary to U.S. law is prohibited. These Items (and the direct product thereof), obtained from Intergraph Corporation, its subsidiaries or distributors must 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, or Syria, or any national of these countries.

   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 (http://export.gov/ecr/eg main 023148.asp).

c) To any entity when Customer knows, or has reason to know, the end use of the software product, Customized Software, and/or third-party software obtained from Intergraph Corporation, its 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 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 and any 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 represents and warrants that those taking Training are not a national of, or otherwise located within a country subject to U.S. economic sanctions (including, without limitation, Cuba, Iran, North Korea, the Crimean region of Ukraineor Syria) and that trainees are not otherwise prohibited from receiving training under U.S. export control and economic sanction laws and regulations.

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

13) **Taxes**: Prices are exclusive of all federal, provincial or local sales, use, property, gross receipts, value-added, or similar taxes based upon amounts payable to INTERGRAPH pursuant to this Agreement (Taxes). Such Taxes, however, do not include franchise taxes or taxes based on net income. The Customer agrees to pay INTERGRAPH any applicable Taxes or provide INTERGRAPH documentary evidence of an appropriate statutory exemption.

14) **Governing Law**: This agreement shall be governed by and in accordance with the laws in the province in which the services are performed, and the parties agree to attorn to the jurisdiction of the courts of that Province. 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.

15) **Disclaimer - EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, 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, THEN INTERGRAPH DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.**

16) **Severability:** Whenever possible, each provision of these terms 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 these terms 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 these Terms and Conditions or such related document.

17) **Entire Agreement:** These terms, the INTERGRAPH quotation, and the Customer's purchase order (to the extent that it is not inconsistent with these terms) together constitute the entire agreement between the parties with respect to the subject matter described herein. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. These terms shall not be amended or modified except by written agreement of the parties.