**Intergraph Canada Ltd. doing business as (DBA) Hexagon PPM and
Intergraph Canada Ltee faisant affaire sous le nom de Les entreprises Hexagon PPM ("Intergraph")
Terms and Conditions for Sale of Software Product(s)**

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

1. **Definitions**

    "Buyer" – means the purchaser of the Software Products.

    "Hexagon Group Company" – means a company controlled directly or indirectly by Hexagon AB, a Swedish corporation.

    "Intergraph" – means Intergraph Canada Ltd. and Intergraph Canada Ltee, a division of Intergraph Corporation.

    "Intergraph Corporation" – means Intergraph's parent company, Intergraph Corporation doing business as Hexagon PPM (PPM), a Delaware Corporation.

    "Purchase Order" or "PO" – means any purchase order, in Buyer's standard form, issued by Buyer to INTERGRAPH for the purchase of the Software Products. The PO shall state that the PO is governed by the Intergraph Canada Ltd. doing business as Hexagon PPM, Terms and Conditions for Sale of Software Product(s).

    "Quote" – means a quotation for Software Product(s) submitted to Buyer by Intergraph.

    "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 (which will be provided if the Software Product is covered under a current Software Maintenance Support Agreement), of the Software Product.

2. **Delivery and Installation** – In the event that Software Products are not delivered electronically, Intergraph will deliver Software Products to Buyer on a F.O.B. Shipping Point basis unless otherwise stated. At Intergraph's discretion, Software Products may ship from different points of origin. Buyer may specify alternate shipping requirements on a freight collect basis. Software Product installation services are available at an extra charge under a separate agreement. Written notification is required for any short shipments/discrepancies within five days of receipt of order.

3. **Warranty - PERFORMANCE WARRANTY. EXCEPT FOR ANY REFERENCE DATA OR SOLUTIONWARE CONTAINED IN THE SOFTWARE PRODUCT, INTERGRAPH 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. INTERGRAPH WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT, THAT, UNDER NORMAL USE, SOFTWARE DELIVERY MEDIA WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP.

    INTERGRAPH DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL MEET BUYER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES INTERGRAPH WARRANT THAT THE SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE.

    IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT A GREATER WARRANTY IS MANDATED, THEN INTERGRAPH 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. BUYER SHALL PROMPTLY NOTIFY INTERGRAPH OF ANY SUSPECTED DEFECTS IN SOFTWARE DELIVERY MEDIA.

    INTERGRAPH'S ENTIRE LIABILITY UNDER THIS WARRANTY AND BUYER'S EXCLUSIVE REMEDY SHALL BE AT INTERGRAPH'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 FOR THE PERIOD OF TIME THAT IT DID NOT CONFORM TO THE WARRANTY.

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

4. **Disclaimer** - EXCEPT AS PROVIDED HEREIN, INTERGRAPH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE PRODUCT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

   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.

5. **Maintenance -** Maintenance and Support of the Software Product may be provided at a separate charge and in accordance with Intergraph's standard maintenance options and the then current Software Maintenance Support Agreement. Maintenance services for reference data are not included under Intergraph's standard Software Maintenance Support Agreement. A subscription service for reference data may be available under separate agreement.

6. **Software License -** Software Products are furnished to Buyer under the terms of PPM's Software License Agreement which may be separately executed or may be included with the Software Product. Some third party software provided under this Agreement may be furnished under the terms of the relevant third party's software license agreement which may be separately executed or may be included with the Software Product. Buyer agrees to execute the PPM's Software License Agreement or relevant third party's software license agreement, as applicable, for the Software Products that are furnished without an included software license agreement.

7. **Ownership -** Buyer understands that Intergraph and Intergraph Corporation possess information and data that was developed, created or discovered by Intergraph Corporation and/or Intergraph , or a Hexagon Group Company, or which has become known to, or has been conveyed to Intergraph Corporation and/or Intergraph which has commercial value in Intergraph Corporation's and/or Intergraph's or a Hexagon Group Company's, day-to-day business. Intergraph Corporation, Intergraph, and a Hexagon Group Company, consider such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs all of which shall hereinafter be singularly or collectively referred to as Intergraph Corporation's Intellectual Property which is owned by Intergraph Corporation.

   All commercial, off-the-shelf software and third-party developed software furnished by Intergraph hereunder shall remain the property of Intergraph Corporation, a Hexagon Group Company, or the respective third party, and is subject to Intergraph Corporation's or relevant third party's software license agreement(s).

8. **Limitation of Liability -** IN NO EVENT WILL INTERGRAPH OR A HEXAGON GROUP COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, 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 INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

   UNDER NO CIRCUMSTANCE SHALL INTERGRAPH'S OR A HEXAGON GROUP COMPANY LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT INTERGRAPH HAS BEEN PAID BY BUYER 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 BUYER 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 8 IS INVALID, THEN INTERGRAPH AND A HEXAGON GROUP COMPANY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

9. **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 Intergraph to Buyer. Not all of the previous types of Documentation are delivered with each Software Product supplied by Intergraph.

   Intergraph provides standard online Documentation with purchased Software Products. Buyer has the right to print online Documentation as needed for Buyer's internal purposes.

10. **Assignment -** Neither Intergraph nor Buyer 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 Intergraph may assign its rights and obligations under this Agreement without the approval of Buyer 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.

11. **Nondisclosure -** Buyer understands that Intergraph possesses information and data that was developed, created or discovered by Intergraph Corporation and/or Intergraph, or a Hexagon Group Company, or which became known by, or was conveyed to Intergraph Corporation and/or Intergraph, which has commercial value in Intergraph Corporation's or Intergraph's, or a Hexagon Group Company's business and which information and/or data Intergraph Corporation and/or Intergraph, and/or a Hexagon Group Company considers proprietary and/or confidential. This information and/or data includes, but is not limited to, trade secrets, copyrights, ideas, techniques, algorithms, know how, schematics, formulae, and source and object code

computer programs. Buyer agrees to use reasonable efforts to treat and maintain as proprietary and confidential any information or data provided by Intergraph, in whatever form, as it would its own proprietary and confidential information and data and to comply with all license requirements, copyright, patents and trade secret laws as they may pertain to any information or data provided by Intergraph.

12. **Taxes -** All charges are exclusive of, and Buyer shall be liable for and shall indemnify and hold Intergraph harmless from and against each and every country's federal, state, municipal, or other governmental, withholding, excise, sales, use, value added, GST, or other taxes, tariffs, custom duties and importing fees ("Taxes"). Taxes shall expressly exclude any (i) federal, (ii) state, (iii) municipal, (iv) or other governmental income taxes, franchise taxes and other like taxes measured by Intergraph's net income. Taxes shall expressly include any related interest and/or penalty. Total invoice amount for any charges pursuant to the Agreement are subject to increase by the amount of any Taxes which Intergraph is required to pay and/or which Buyer is required to withhold, collect or pay regarding the transactions pursuant to the Agreement so that Intergraph receives the full amount of the charges invoiced. Any certificate to exempt any charges pursuant to this Agreement from any liability for Taxes or other documentary evidence of statutory exemption shall be obtained by Buyer at Buyer's expense and provided to Intergraph.

13. **General Terms of Payment -** Purchased Software Products: The Intergraph terms for purchased Software Products are net thirty (30) days from the date of invoice to Buyer.

    An interest charge of two percent (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 Buyer for any reason nor may any counterclaim by Buyer be set off against any payment due under this Agreement without the prior written consent of Intergraph.

14. **Cancellation -** Delivery of the order may be canceled by Buyer, in whole or in part, at any time prior to the shipment. In the event of such cancellation, Buyer will be liable and agrees to pay cancellation charges to Intergraph in accordance with the following schedule:
    a. Cancellation notice received more than thirty (30) days prior to the shipment date; zero percent (0%) cancellation fee.
    b. b. Cancellation notice received thirty (30) days or less from the scheduled shipment date; ten percent (10%) of the total order value of the canceled software.
    Buyer agrees that title, rights and/or interests to the canceled item(s) shall remain with Intergraph Corporation and that Buyer shall have no title, right and/or interest to such.

15. **Order Modification Requests -** In the event that Buyer makes changes following initial placement of the order, Intergraph reserves the right to reschedule Buyer's order. Upon Buyer's written notification of change(s), a new shipment date will be established by Intergraph.

16. **Dispute Resolution** - 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.

17. **Governing Law -** This Agreement is governed by and is to be construed in accordance with the laws of the Province of Alberta with the exception of Article 18, Export Control, and for any matters relating to Software Product licensing which shall be governed by the laws of the United States of America and Province of Alberta law not inconsistent with U.S. law. 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.

18. **Export Control -** Intergraph Corporation's Software Products and any third-party Software Products obtained from Intergraph, its parent company, its parent company's subsidiaries or distributors (including any Documentation or technical data related to these products) are subject to the export control laws and regulations of the United States. Diversion contrary to U.S. law is prohibited. These Intergraph Corporation Software Products and any third-party Software Products obtained from Intergraph, its parent company, its parent company's subsidiaries or distributors, and the direct product thereof, 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, 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.giv/csl-search.
    c. To any entity when Buyer knows, or has reason to know, the end use of the Software Product and any software products obtained from Intergraph, its parent company, or its parent company's 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 Buyer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of these Software Products should be addressed to Hexagon PPM, Export Compliance Department, 305 Intergraph Way, Madison, Alabama 35758, USA.

Buyer shall hold harmless and indemnify Intergraph Corporation and Intergraph (jointly and severally) for any costs and or damages resulting from a breach of this Article by Buyer.

19. **Waiver -** Any failure by Intergraph to enforce performance of the terms and conditions of this Agreement shall not constitute a waiver of, or affect Intergraph's right to avail itself of such remedies as it may have for any subsequent breach of the terms of this Agreement.

20. **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. **Applicability -** These Terms and Conditions apply to Software Products sold through Intergraph's direct sales force. Software Products sold through alternate sales channels have separate Terms and Conditions.

22. **Survival -** The Articles entitled 4. "Disclaimer", 6. "Software License", 7. "Ownership", 8. "Limitation of Liability", 10. "Assignment", 11. "Nondisclosure", 17. "Governing Law", 18. "Export Control", and 20. "Severability" shall survive termination or expiration of this Agreement. The obligation imposed on Buyer to pay any unpaid charges which have accrued and are due at the time of termination or expiration of this Agreement, pursuant to Articles 12. "Taxes" and 13. "General Terms of Payment" shall survive the expiration or termination of this Agreement.

23. **Entire Agreement -** These Terms and Conditions, the Intergraph Quote, and the Buyer's PO to the extent that it is not inconsistent with these Terms and Conditions, together constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. A provision of this Agreement will not be interpreted against a party just because that party prepared the provision. This Agreement shall not be amended or modified except by written agreement of the parties.