ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: INTERGRAPH CORPORATION DBA
HEXAGON GEOSPATIAL

305 INTERGRAPH WAY

MADISON, ALABAMA 35758

DATE ISSUED: JUNE 2, 2021

CONTRACT NO: 21-DES-SLA-581

CONTRACT TITLE: HEXAGON GEOSPATIAL ERDAS IMAGINE SOFTWARE

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-SLA-581, including any attachments or amendments thereto.

EFFECTIVE DATE: JULY 1, 2021
EXPIRES: JUNE 30, 2022
RENEWALS: FOUR (4) ONE (1) YEAR RENEWAL OPTIONS REMAINING FROM JULY 1, 2022 TO JUNE 30, 2026
COMMODITY CODE(S): 20800
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 21-DES-SLA-582

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MICHAEL HOPE

EMAIL ADDRESS: MICHAEL.HOPE@HEXAGON.COM

COUNTY CONTACT: JAMES GILLILAND III, DES

COUNTY CONTACT EMAIL: JGILLILAND@ARLINGTONVA.US

VENDOR TEL. NO.: (770) 776-3411

COUNTY TEL. NO.: (703) 228-3568

PURCHASING DIVISION AUTHORIZATION

Kaylin Schreiber_____ Title: Procurement Officer_____ Date: 5/21/2021___

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 21-DES-SLA-582

THIS AGREEMENT is made, on June 2, 2021, between Intergraph Corporation dba Hexagon Geospatial, 305 Intergraph Way, Madison, Alabama 35758 ("Contractor") an Alabama Stock Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1.   CONTRACT DOCUMENTS
The "Contract Documents" consist of:
     This Agreement
     Exhibit A – Scope of Work
     Exhibit B – Contract Pricing
     Exhibit C – End-User License Agreement
     Exhibit D – Additional Terms and Conditions
     Exhibit E – County Nondisclosure and Data Security Agreement (Contractor)
     Exhibit F – County Nondisclosure and Data Security Agreement (Individual)

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2.   SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide annual software license maintenance for ERDAS Imagine, which includes the ability to upgrade to new versions, and access to Hexagon technical support. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3.   PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4.   CONTRACT TERM

Time is of the essence. The Work will commence on July 1, 2021 and must be completed no later than June 30, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement for not more than four (4) additional 12-month periods, from July 1, 2022 to June 30, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5.   CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

6.   PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7.   REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

8.   PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

a.   Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b.   Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9.   NO WAIVER OF RIGHTS
The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10.   NON-APPROPRIATION
All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11.   COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

12.   REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS
The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval, which approval may not be unreasonably withheld. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

13. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.

C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than $10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

14. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than $10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

16. **SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's

sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

17.   TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily in accordance with the Contract; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily in accordance with the Contract, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 30 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance in accordance with the Contract by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

    In the event of termination by the County for failure to perform satisfactorily in accordance with the Contract, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

    Upon any termination pursuant to this section, the Contractor will be liable to the County for direct costs that the County must expend to complete the Work. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 30 days of a demand by the County. This

section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 30 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

18.   INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and reasonable attorneys' fees), charges, liability, demands or exposure to the extent arising from the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

19.   INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must

pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20.   COPYRIGHT

By this Contract, the Contractor shall own all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract, with the exception of any such works that result from image manipulation by the County.

21.   OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs (the "Work Product").

All Work Product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the Work Product for any purpose other than performance of this Contract without the written consent of the County.

The Work Product is confidential, and the Contractor may neither release the Work Product nor share its contents. The Contractor will refer all inquiries regarding the status of any Work Product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Work Product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

22.   DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

(a) **County's Non-Disclosure and Data Security Agreement**. The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibits E & F) before performing any work or obtaining or permitting access to County networked resources, application systems or

databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.

(b) **Use of Data**. The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

(c) **Data Protection**. The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

(d) **Security Requirements**. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

(e) **Conclusion of Contract**. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.

(f) **Notification of Security Incidents**. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.

(g) **Subcontractors**. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each

subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

23. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

24. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

25. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, pandemic, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

26. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

27. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

28. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

29. REPORT STANDARDS

The Contractor must electronically submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling

errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

30.   AUDIT
The Contractor must retain all reports, books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

31.   ASSIGNMENT
The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County, which consent may not be unreasonably withheld.

32.   AMENDMENTS
This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33.   ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

34.   DISPUTE RESOLUTION
All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

35.   APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

36. **ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

37. **NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

38. **NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

39. **SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

40. **ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

41. **SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

42. **HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

43. **AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

44. **NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

> **TO THE CONTRACTOR**:
> Billy Woods, Divisional Counsel, US Public Safety and Infrastructure
> Intergraph Corporation dba Hexagon Geospatial
> 305 Intergraph Way

Madison, Alabama 35758
Phone: (256) 730-1369
Email: billy.woods@hexagonsi.com

TO THE COUNTY:
James Gilliland III, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 813
Arlington, Virginia 22201
Phone: (703) 228-3568
Email: jgilliland@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

45.   ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

46.   NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47.   INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 per occurrence, with $2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

c. Business Automobile Liability - $1,000,000 combined single-limit (owned, non-owned and hired).

d. Errors and Omissions - $1,000,000

e. Cyber Insurance - $2,000,000

f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

h. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.

i. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.
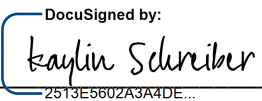
48.   **COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

INTERGRAPH CORPORATION DBA
HEXAGON GEOSPATIAL

AUTHORIZED SIGNATURE: _Kaylin Schreiber_
DocuSigned by:
2513E5602A3A4DE...

NAME: Kaylin Schreiber

TITLE: Procurement Officer

DATE: 6/4/2021

AUTHORIZED SIGNATURE: _Richard Morris_
DocuSigned by:
57C00867E60A48D...

NAME: Richard Morris

TITLE: VP Global Contracts

DATE: 6/4/2021

EXHIBIT A

Arlington County Scope of Work for Hexagon Services

The following products and services are supported under this Agreement:

A.) **New Purchases** - This agreement covers all products and services that are purchased through a County purchase order that specifically references this Agreement and where the products and services are explicitly identified as covered under this agreement.

B.) **Existing Supported Components -** The following existing system products and services are covered by this Agreement:

- New ERDAS Imagine software version updates:
    - ERDAS Imagine
    - ERDAS Imagine Stereo Analyst
    - ERDAS Imagine Expansion Pack
    - ERDAS Imagine MrSID Workstation Encoder
- Hexagon maintenance, which includes ERDAS Imagine software bug fixes, enhancements, and technical support
- New ERDAS Imagine software licenses and modules

Hexagon will provide all software updates and enhancements to the existing ERDAS Imagine products deployed by Arlington County Government that are released by the Hexagon during the term of the Agreement.

Hexagon will, between the hours of 9 a.m. and 5 p.m. EST, provide technical support for ERDAS Imagine that includes remote assistance and advice related to the operation, best practices, and use of the ERDAS Imagine software. Remote assistance and advice may be provided via telephone, e-mail correspondence and remote system access and are intended to provide general assistance and guidance related to the everyday use and maintenance of Hexagon ERDAS Imagine.

HEXAGON   **EXHIBIT B**   Sales Quotation

Software License, Maintenance, Products and Services - Business Terms

Quote number	Q-12512
Licensee	Arlington County DPW
Date	3/1/2021
Author	Derek Luiz

Hexagon Geospatial agrees to provide, and Licensee agrees to acquire, in accordance with the terms and conditions contained in this Agreement, the license to use the Product, the Maintenance and the Professional Services described herein.

Maintenance

Back Maintenance

Product Name	Start Date	End Date	Qty.	Unit Price	Total Price
IMAGINE Professional Maintenance ERDX1376M	7/1/2020	6/30/2021	1	USD 2,160.00	USD 2,160.00
			Back Maintenance TOTAL:		USD 2,160.00

Year 1

Product Name	Start Date	End Date	Qty.	Unit Price	Total Price
IMAGINE Professional Maintenance ERDX1376M	7/1/2021	6/30/2022	2	USD 1,944.00	USD 3,888.00
IMAGINE MrSID Workstation Encoder US ONLY - Maintenance ERDX1370M	7/1/2021	6/30/2022	1	USD 1,188.00	USD 1,188.00
IMAGINE Expansion Pack - Maintenance GSPX5057M	7/1/2021	6/30/2022	1	USD 1,032.00	USD 1,032.00
			Year 1 TOTAL:		USD 6,108.00

Year 2

Product Name	Start Date	End Date	Qty.	Unit Price	Total Price
IMAGINE Professional Maintenance ERDX1376M	7/1/2022	6/30/2023	2	USD 2,002.32	USD 4,004.64
IMAGINE MrSID Workstation Encoder US ONLY - Maintenance ERDX1370M	7/1/2022	6/30/2023	1	USD 1,223.64	USD 1,223.64

HEXAGON

Sales Quotation

Product Name	Start Date	End Date	Qty.	Unit Price	Total Price
IMAGINE Expansion Pack - Maintenance GSPX5057M	7/1/2022	6/30/2023	1	USD 1,062.96	USD 1,062.96
				Year 2 TOTAL:	USD 6,291.24

Year 3

Product Name	Start Date	End Date	Qty.	Unit Price	Total Price
IMAGINE Professional Maintenance ERDX1376M	7/1/2023	6/30/2024	2	USD 2,060.64	USD 4,121.28
IMAGINE MrSID Workstation Encoder US ONLY - Maintenance ERDX1370M	7/1/2023	6/30/2024	1	USD 1,259.28	USD 1,259.28
IMAGINE Expansion Pack - Maintenance GSPX5057M	7/1/2023	6/30/2024	1	USD 1,093.92	USD 1,093.92
				Year 3 TOTAL:	USD 6,474.48

Year 4

Product Name	Start Date	End Date	Qty.	Unit Price	Total Price
IMAGINE Professional Maintenance ERDX1376M	7/1/2024	6/30/2025	2	USD 2,118.96	USD 4,237.92
IMAGINE MrSID Workstation Encoder US ONLY - Maintenance ERDX1370M	7/1/2024	6/30/2025	1	USD 1,294.92	USD 1,294.92
IMAGINE Expansion Pack - Maintenance GSPX5057M	7/1/2024	6/30/2025	1	USD 1,124.88	USD 1,124.88
				Year 4 TOTAL:	USD 6,657.72

Year 5

Product Name	Start Date	End Date	Qty.	Unit Price	Total Price
IMAGINE Professional Maintenance ERDX1376M	7/1/2025	6/30/2026	2	USD 2,177.28	USD 4,354.56
IMAGINE MrSID Workstation Encoder US ONLY - Maintenance ERDX1370M	7/1/2025	6/30/2026	1	USD 1,330.56	USD 1,330.56
IMAGINE Expansion Pack - Maintenance GSPX5057M	7/1/2025	6/30/2026	1	USD 1,155.84	USD 1,155.84
				Year 5 TOTAL:	USD 6,840.96

Grand Total	**USD 34,532.40**

Sales tax, GST, or VAT (where applicable) is not included in this quotation. Final sales tax, GST, or VAT billed will reflect the applicable tax rates at time of sale as required by law.

Sales Quotation

HEXAGON

Payment Terms: Net 45 days

HEXAGON

Sales Quotation

Licensee and Hexagon Geospatial recognize having received one signed original.

To remain valid, the present Business Terms must be signed and returned to Hexagon Geospatial by June 30, 2021.

	Signed for acceptance on behalf of Licensee	Signed for acceptance on behalf of Hexagon Geospatial
Company Name	Arlington County DPW	Hexagon Geospatial
Street and Number	Suite 813,2100 Clarendon Boulevard,	5051 Peachtree Corners Circle
City	Arlington	Norcross
Postal Code	22201	30092
Country	United States	United States
Representative Name	Jerry Coates	
Function		
Remit To Email		
Date		
Signature		

HEXAGON

Sales Quotation

Remit To

To place an order against this quotation, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to the Order Administration desk in accordance with the contact information provided below. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

Attn: Hexagon Order Administration
Intergraph Corporation
P. O. Box 240000
Huntsville, AL 35813
Fax Numbers: 800-239-2972 or 256-730-6089
Email: orders.gsp@hexagon.com

Please check one box to indicate payment and billing instructions:

☐ **PURCHASE ORDER:** My purchase order (PO) is attached. (Your order will be processed upon written acceptance by Hexagon. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number:_____   PO Amount:_____

☐ **INVOICE:** Invoice me based on my returning this signed acceptance sheet. (Your order will be processed upon written acceptance by Hexagon and upon credit approval.)

☐ **CREDIT CARD:** I wish to pay by credit card. Hexagon will call you to obtain the credit card number. Please provide the name and telephone number of the credit card holder. (Your order will be processed upon written acceptance by Hexagon and upon authorization/approval of your credit card.)

Name as it appears on credit card:_____

Telephone number of cardholder:_____
Alternate telephone:_____

Signature of cardholder:_____

☐ **CHECK:** My check payable to Hexagon Geospatial has been sent to the following address

Hexagon Geospatial Receivables
PO Box 775267
Chicago, IL 60677-5267

HEXAGON

Sales Quotation

Check Number:_____   Check Amount:_____

Overnight checks to:
Hexagon Geospatial Receivables
Lockbox # 775267
350 East Devon Ave.
Itasca, IL 60143

☐ **WIRE:** My domestic wire payment has been wired to:

ABA Number: 021000018
Bank Name: Bank of New York Mellon, New York, NY
Favor of: Bank: SEB (Skandinaviska Enskilda Banken), Account Number 00008800
For further credit to: Intergraph Corporation dba Hexagon Geospatial, Account Number 00008800

☐ **ACH:** My ACH payment has been sent to:

Account Number: 1047319961
Company Name: Hexagon Geospatial
Routing Number: 043000096
Beneficiary Bank Name: PNC Bank N.A.
Address: Pittsburgh, PA 15222
Phone#: 1-877-824-5001, Opt 1 and Opt 3
Contact: Lockbox Group, Product Client Services
(Your order will be processed upon written acceptance by Hexagon)

HEXAGON

Sales Quotation

Hexagon Geospatial General Terms and Conditions

EULA: https://www.hexagongeospatial.com/legal/standardeula
US Maintenance: https://www.hexagongeospatial.com/legal/standardmaintenance

HEXAGON
GEOSPATIAL

EXHIBIT C
END-USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is an exhibit to the main agreement by and between "you" (Arlington County) and Intergraph Corporation doing business as Hexagon Geospatial ("Hexagon") for the Intergraph software product(s) ("SOFTWARE PRODUCT") delivered with this EULA, which includes the computer software, object code copy, and all of the contents of the files, disk(s), CD-ROM(s) or other media with which this EULA is provided, including any templates, printed materials, and online or electronic documentation. All copies of the SOFTWARE PRODUCT and any Updates of the SOFTWARE PRODUCT, if any, are licensed to you by Hexagon pursuant to the terms of this EULA. Any software, including, without limitation, any open source components and/or Upgrades, associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA, which shall govern your use of the SOFTWARE PRODUCT, unless Hexagon and you have agreed to a signed license agreement with Hexagon that specifically addresses the licensing of the applicable SOFTWARE PRODUCT(s) for a discrete transaction, in which case the signed license agreement shall take precedence and shall govern your use of the SOFTWARE PRODUCT. If you do not agree to the terms of this EULA, you are not authorized to, and you shall not, download, install or use the SOFTWARE PRODUCT.

1.0   DEFINITIONS. As used in this EULA, the following terms are defined as follows and other capitalized terms set forth in this EULA shall have the meaning ascribed to them in this EULA:

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

1.2   "Desktop-based SOFTWARE PRODUCT" means a self-contained application that runs from a local drive and does not require network connectivity to operate.

1.3   "Installation Guide" means a computer file in a Microsoft Word or Adobe PDF document or a text file that contains information a User may need to install or operate a SOFTWARE PRODUCT program

1.4   "Primary License" means the license(s) of the SOFTWARE PRODUCT provided to you for general production use as authorized by this EULA.

1.5   "Supplementary License" means a license(s) of the SOFTWARE PRODUCT which is made available by Hexagon for select SOFTWARE PRODUCTS to augment Primary Licenses for special purposes. Each Supplementary License requires a Primary License and the term of the Supplementary License shall not exceed the term of the applicable Primary License.

1.6   "System" means a physical or operational location where the SOFTWARE PRODUCT resides and operates on an individual server or where a single operational identification number ("Site ID") has been assigned by Hexagon.

1.7 **"Update"** means any modified version, fix, or patch of the SOFTWARE PRODUCT.

1.8 **"Upgrade"** means each new release of the SOFTWARE PRODUCT that is as a result of an architectural, major, or minor change to the SOFTWARE PRODUCT. Upgrades may be provided with a separate EULA. The EULA delivered with the Upgrade will supersede any EULA or signed license agreement associated with prior releases of the SOFTWARE PRODUCT.

1.9 **"User"** means you or an individual employed by you. A User may also include your contractor who requires temporary use of the SOFTWARE PRODUCT to provide services on your behalf.

1.10 "**Web-based SOFTWARE PRODUCT**" means a Webservices-based SOFTWARE PRODUCT that is accessed by Users solely over the World Wide Web, Internet or intranet.

1.11 **"XML Files"** means the XML (Extensible Markup Language) files generated by the SOFTWARE PRODUCT, where applicable.

1.12 **"XSL Stylesheets"** means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the SOFTWARE PRODUCT, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

2.0 **LICENSE GRANT**. Provided you are not in breach of any term or condition of this EULA, Hexagon hereby grants you a limited, non-exclusive license to install and use the SOFTWARE PRODUCT, in object code form only, strictly for your internal use and strictly in accordance with this EULA. The license is non-transferable, except as specifically set forth in this EULA. You assume full responsibility for the selection of the SOFTWARE PRODUCT to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE PRODUCT.

2.1 **Minimum Requirements.** The SOFTWARE PRODUCT may require your System to comply with specific minimum software, hardware and/or Internet connection requirements. The specific minimum software, hardware and/or Internet connection requirements vary by SOFTWARE PRODUCT and per type of license and are available from Hexagon upon request.

2.2 **Authorized License and Activation**. When you connect to the Internet while using the SOFTWARE PRODUCT, the SOFTWARE PRODUCT will automatically contact Hexagon license servers to conduct a license activation and/or validity check to determine whether the license is authorized and authentic and associate it with a certain device. During this contact the transmission of certain data will occur. Internet or telephone services charges may apply. During activation and validity check, the SOFTWARE PRODUCT may determine that the license is invalid or has expired. In the case of an invalid or expired license, you may receive a prompt informing you of such. Although no personal information is transmitted between you and Hexagon during the license activation and check, your use of the SOFTWARE PRODUCT provides your continued consent to the transmission of the necessary data for license activation and validity check. Unless otherwise provided by Hexagon, you may not bypass the license activation process, doing so will invalidate your license and be a violation of this EULA.

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

2.3.1   Primary Licenses are described below:

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

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

2.3.2   Supplementary Licenses are described below:

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

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

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

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

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

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

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

2.4   Updates and Upgrades. If the SOFTWARE PRODUCT is an Update or Upgrade to a previous version of the SOFTWARE PRODUCT, you must possess a valid license to such previous version in order to use the Update or Upgrade. The SOFTWARE PRODUCT and any previous version may not be used by or transferred to a third-party. All Updates and Upgrades are provided to you on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the latest version of the SOFTWARE PRODUCT. By using an Update or Upgrade, you (i) agree to voluntarily terminate your right to use any previous version of the SOFTWARE PRODUCT, except to the extent that the previous version is required to transition to the Update or Upgrade; and (ii) acknowledge and agree that any obligation that Hexagon may have to support the previous version(s) of the SOFTWARE PRODUCT will end upon availability of the Update. If an Update is provided, you will take prompt action to install such Update as directed by Hexagon. If you fail to do so, you acknowledge that the SOFTWARE PRODUCT may not work correctly or that you will not be able to take advantage of all of the SOFTWARE PRODUCT's available features. In such event, Hexagon will not be liable for additional costs you incur as a result of your failure to install such Update.

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

3.1   THE FOLLOWING ARE PERMITTED FOR YOUR LICENSE:

3.1.1   You may make one copy of the SOFTWARE PRODUCT media in machine readable or printed form and solely for backup purposes. Hexagon retains ownership of all User created copies. You may not transfer the rights to a backup copy unless you transfer all rights in the SOFTWARE PRODUCT and license as provided for in Section 3.1.2. Any other copying of the SOFTWARE PRODUCT, any use of copies in excess of the number of copies you have been authorized to use and have paid for, and any distribution of the SOFTWARE PRODUCT not expressly permitted by this EULA, is a violation of this EULA and of federal or applicable governing law.

3.1.2   You may transfer the SOFTWARE PRODUCT and license within your company (intra-company transfer), subject to the Hexagon Software Transfer Policy ("Hexagon Software Transfer Policy") and the terms of this EULA. The Hexagon Software Transfer Policy is available from Hexagon upon request. If you transfer the SOFTWARE PRODUCT, you must at the same time either transfer all copies, modifications, or merged portions, in whatever form, to the same party, or you must destroy those not transferred.

3.1.3   For a Web-based SOFTWARE PRODUCT:

(a) You may run multiple Websites and provide multiple Webservices to your client users with a single license.

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

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

(d) Unless otherwise stated in the Installation Guide, you may only copy and distribute the Java script source files to support the Web-based SOFTWARE PRODUCT's output vector map type and your associated websites, and you may prepare derivative works solely for your internal use.

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

3.1.5 Unless otherwise stated in the Installation Guide, for SOFTWARE PRODUCTS that are delivered with an Application Programming Interface ("API") and/or configuration set-up, you may use the API(s) to write your own extensions to the SOFTWARE PRODUCTS, and you may use configuration setup to configure the SOFTWARE PRODUCT, but only to the extent permitted by the API(s) and/or configuration setup. Insofar as Hexagon does not transfer to you any rights in its Intellectual Property (as that term is defined in Section 6.1.2) by allowing you to write your own extensions using the API(s) or to configure the software via the configuration set-up, you hereby agree and acknowledge that Hexagon retains all rights in its SOFTWARE PRODUCT, API(s), and configuration setup. Hexagon does not make any representations or warranties with respect to such extensions and/or configurations and to the maximum extent permitted by applicable law, Hexagon and its suppliers disclaim all warranties, either express or implied, relating to such extensions and/or configurations, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use and non-infringement. Your use of such extensions and/or configurations is solely at your own risk,.

3.1.6 You are responsible, and bear the sole risk, for backing up all systems, software, applications, and data, as well as properly using the SOFTWARE PRODUCT.

3.1.7 At all times, you must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the SOFTWARE PRODUCT, including, without limitation, when installed, used, checked out, checked in and/or merged into another program.

3.2 THE FOLLOWING ARE PROHIBITED FOR YOUR LICENSE:

3.2.1 You may not sell, rent, license, lease, lend or otherwise transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion thereof, to another

company or entity (i.e. inter-company transfer) or person. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 You may not, and you may not authorize anyone else to, decompile, disassemble, or otherwise reverse engineer the SOFTWARE PRODUCT.

3.2.3 You may not, and you may not authorize anyone else to, work around any technical limitations in the SOFTWARE PRODUCT.

3.2.4 You may not, and you may not authorize anyone else to, publish the SOFTWARE PRODUCT for others to copy or use.

3.2.5 You may not, and you may not authorize anyone else to, use, copy, modify, distribute, disclose, license or transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA.

3.2.6 You may not, and you may not authorize anyone else to, re-use the component parts of the SOFTWARE PRODUCT with a different software product from the one you are licensed to use or on different computers. The SOFTWARE PRODUCT is licensed as a single product.

3.2.7 You may not, and you may not authorize anyone else to, circumvent any license mechanism in the SOFTWARE PRODUCT or the licensing policy.

3.2.8 You may not, and you may not authorize or allow anyone else to, use or view the SOFTWARE PRODUCT for any purposes competitive with those of Hexagon.

3.2.9 You may not, and you may not authorize anyone else to, use the SOFTWARE PRODUCT except as expressly set forth in this EULA.

3.2.10 For a Desktop-based SOFTWARE PRODUCT that is Node-Locked:

(a) You may not run the SOFTWARE PRODUCT for Web-based applications.

(b) You may not allow the SOFTWARE PRODUCT to be used by multiple Users on a single workstation at the same time.

3.2.11 You may not, and you may not authorize or allow anyone else to, use the Developer's License for production purposes (i.e., a fully deployed website).

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

3.2.13 The SOFTWARE PRODUCT is not one hundred percent (100%) fault-tolerant. The SOFTWARE PRODUCT is not designed or intended for use in any situation where failure or fault of any kind of the SOFTWARE PRODUCT could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High Risk Use"). You are not licensed to use the SOFTWARE PRODUCT in, or in conjunction with, any

High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. You hereby agree not to use the SOFTWARE PRODUCT in, or in connection with, any High-Risk Use.

3.2.14 For a Web-based SOFTWARE PRODUCT:

(a) You may not use the Web-based SOFTWARE PRODUCT to operate software as a service or hosting without the prior written consent of Hexagon.

(b) You may not use a Load Balancing License (LOB) of the Web-based SOFTWARE PRODUCT detached of its Primary License.

(c) You may not use Primary Licenses (and their allocated Load Balancing Licenses) ordered or delivered under a single part number (e.g. "product name – WORKGROUP") for other entities or organizations or at a different physical geographic address.

(d) Core Restrictions for Hexagon APOLLO SOFTWARE PRODUCT: License fees and installation restrictions for Hexagon APOLLO SOFTWARE PRODUCTS may be based on the number of Cores present in the server on which the Hexagon APOLLO SOFTWARE PRODUCTS are installed. The license type for APOLLO will be designated in the product descriptions set forth on the proposal, quote or packaging provided with the SOFTWARE PRODUCT. If your APOLLO SOFTWARE PRODUCTS are Core based, this section will apply. Each product can be licensed in multiples of four (4) Cores, up to a maximum thirty-two (32) Cores. You are responsible for determining the number of Cores on your host server and ordering the appropriate number of Core licenses. Each license of a Hexagon APOLLO SOFTWARE PRODUCT must be installed only on a single server. For example, an 8-Core license does not permit you to install two copies of a component, each on a 4- Core server. In a virtualized data processing environment, where hyper-threading, "virtual machine" technology or other similar techniques create "virtual processors" which do not necessarily correspond to the physical Cores present on the server, your usage rights depend on the relationship between the number of Cores for which you are licensed, the number of physical Cores present on the host server, and the number of processors available to the Hexagon APOLLO SOFTWARE PRODUCT in the virtualized environment, as follows: if the number of Cores for which you are licensed equals or exceeds the number of physical Cores present on the host server, then additional virtual processors created by hyper-threading or other methods of multi-tasking a physical Core do not violate your licensing restriction. However, if you wish to install the Hexagon APOLLO SOFTWARE PRODUCT on a host server having a greater number of physical Cores present than the number of Cores for which you are licensed, you must operate the Hexagon APOLLO SOFTWARE PRODUCT only within a "guest" virtual machine that accesses a maximum number of processors (whether virtual, physical or both) that is less than or equal to the number of Cores for which you are licensed.

3.3 **Indemnification by You.** Not Used.

4.0 TERM. This EULA is effective until terminated or until your software subscription or lease expires without being renewed. This EULA may be terminated (a) by you, by returning to Hexagon the original SOFTWARE PRODUCT or by permanently destroying the SOFTWARE PRODUCT, together with all copies, modifications and merged portions in any form; (b) by Hexagon, upon your breach of any of the terms hereof or your failure to pay the appropriate

license or subscription fee(s); (c) upon your installation of an Upgrade that is accompanied by a new license agreement covering the SOFTWARE PRODUCT Upgrade; or (d) by expiration of the applicable license files, if this is a temporary license. You agree upon the earlier of the termination of this EULA or expiration of your software subscription to cease using and to permanently destroy the SOFTWARE PRODUCT (and any copies, modifications and merged portions of the SOFTWARE PRODUCT in any form, and all of the component parts of the SOFTWARE PRODUCT) and certify such destruction in writing to Hexagon.

5.0 AUDIT. Hexagon shall have the right, during your normal business hours, to audit your use of the SOFTWARE PRODUCT and your compliance with the provisions of this EULA. Hexagon will provide you with thirty (30) days prior written notice of an audit. The right of audit shall be limited to twice per calendar year. Prior to the start of an audit, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by you. During the audit, you shall allow Hexagon's personnel to be provided reasonable access to both your records and personnel. The cost of the audit shall be paid by Hexagon unless the results of the audit indicate that you have underpaid fees to Hexagon, in which case, you agree to promptly pay Hexagon such fees at the price previously agreed to for the SOFTWARE PRODUCT license or software subscription *plus* interest on such underpayments from the original due date at the lesser of two percent (2%) per month or the highest rate allowed by applicable law, and you further agree to bear all costs associated with the audit.

6.0 INTELLECTUAL PROPERTY.

6.1 Ownership.

6.1.1 Software. ALL SOFTWARE PRODUCTS ARE PROPRIETARY PRODUCTS OF HEXAGON AND ADDITIONAL THIRD PARTIES, AND ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL TREATIES. TITLE TO SOFTWARE PRODUCTS AND ALL COPIES, MODIFICATIONS AND MERGED PORTIONS OF A SOFTWARE PRODUCT SHALL AT ALL TIMES REMAIN WITH HEXAGON AND SUCH THIRD PARTIES. SOFTWARE PRODUCTS are licensed, not sold pursuant to this EULA. Hexagon and additional third parties retain all right, title and interest in and to all SOFTWARE PRODUCTS, including, but not limited to, all Intellectual Property rights in and to each SOFTWARE PRODUCT. All rights not expressly granted to you by this EULA or other applicable third-party software license agreement or terms and conditions are reserved by Hexagon and such third parties. No source code is deliverable hereunder unless otherwise agreed to in writing by Hexagon. Additional information regarding Hexagon patents, including a list of registered patents associated with the Intergraph SOFTWARE PRODUCTS, is available at www.intergraph.com/patents.

6.1.2 Intellectual Property. You acknowledge and agree that Hexagon and third-party manufacturers, as applicable, own all rights in and to Hexagon's and the applicable third-party manufacturer's trade names, and no right or license is granted to you pursuant to this EULA to use such trade names. You also acknowledge and agree that Hexagon and third-party manufacturers, as applicable, own all right, title and interest in and to all intellectual property relating to and for the SOFTWARE PRODUCT, including, without limitation, patents, trademarks, copyrights, inventions (whether registerable or not), trade secrets, concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs (collectively, "Intellectual Property"). If you bring a patent claim against Hexagon or any third-party manufacturer over patents you claim are being infringed by the SOFTWARE PRODUCT, your patent license from Hexagon and any applicable third-party manufacturer(s) for the SOFTWARE PRODUCT automatically ends.

6.2   Intellectual Property Infringement.

6.2.1   Remedy by Hexagon. In the event the SOFTWARE PRODUCT is, in Hexagon's opinion, likely to or becomes the subject of a claim of infringement of any duly issued U.S. Intellectual Property, Hexagon may, at its sole option and expense (a) procure for you the right to continue using the SOFTWARE PRODUCT; (b) modify the SOFTWARE PRODUCT to make it non-infringing, but functionally the same; (c) replace the SOFTWARE PRODUCT with a SOFTWARE PRODUCT which is non-infringing, but functionally the same; or (d) provide a prorated refund to you of the actual amount you paid Hexagon for the SOFTWARE PRODUCT.

6.2.2   Indemnification by You. Not Used.

6.3   DISCLAIMER OF INTELLECTUAL PROPERTY WARRANTIES AND LIMITATION OF LIABILITY. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES SET FORTH IN THIS EULA ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES OR LIMITATION OF LIABILITY IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES AND LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW. THE LIMITATIONS OF THIS SECTION DO NOT APPLY TO CLAIMS OF INTELLECTUALY PROPERTY INFRINGEMENT.

7.0   LIMITED WARRANTIES.

7.1   Hexagon warrants to you for a period of thirty (30) days from the date of shipment that the SOFTWARE PRODUCT delivery media will be free of defects in material and workmanship, provided the SOFTWARE PRODUCT is used under normal conditions and in strict accordance with the terms and conditions of this EULA. You agree to promptly notify Hexagon of any unauthorized use, repair or modification, or misuse of the SOFTWARE PRODUCT, as well as any suspected defect in the SOFTWARE PRODUCT delivery media.

7.2 Hexagon warrants that it has the right to grant you this license.

7.3 THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL WARRANTY OBLIGATION OF HEXAGON. THE LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF THIS WARRANTY SECTION DOES NOT ADHERE TO LOCAL LAWS, THEN THE MINIMUM WARRANTY TERM PRESCRIBED BY THE LAWS OF YOUR JURISDICTION SHALL APPLY.

8.0 WARRANTY DISCLAIMERS. ALL WARRANTIES PROVIDED PURSUANT TO THIS EULA ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED USE OR MISUSE OF A WARRANTED ITEM, INCLUDING, WITHOUT LIMITATION, USE OF A WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR UNAUTHORIZED MODIFICATION OR REPAIR OF A WARRANTED ITEM OR FAILURE TO ROUTINELY MAINTAIN A WARRANTED ITEM. EXCEPT AS SPECIFICALLY SET FORTH IN THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE PRODUCT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE PRODUCT IS PROVIDED "AS IS" AND YOU BEAR THE SOLE RISK OF USING THE SOFTWARE PRODUCT. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

9.0 LIMITATION OF LIABILITY. YOU ASSUME FULL AND COMPLETE LIABILITY FOR YOUR USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HEXAGON OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION OR BUSINESS INTERRUPTION) ARISING OUT OF THIS AGREEMENT AND/OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HEXAGON BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE DOWNLOADING, VIEWING, USE, DUPLICATION, DISTRIBUTION OR DISCLOSURE OF ANY SAMPLE DATA PROVIDED BY HEXAGON, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, LIABILITY OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OR CORRUPTION OF DATA ARISING FROM, OUT OF OR IN CONNECTION WITH, THE SAMPLE DATA OR THE USE OR OTHER DEALINGS WITH THE SAMPLE DATA. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE

AMOUNT ACTUALLY PAID BY YOU TO HEXAGON FOR THE SOFTWARE PRODUCT OR SOFTWARE SUBSCRIPTION AT ISSUE AT THE TIME THE INITIAL EVENT GIVING RISE TO THE CLAIM OCCURS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. THE LIMITATIONS OF THIS SECTION DO NOT APPLY TO CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.1 In the event the SOFTWARE PRODUCT does not substantially comply with the limited warranties set forth in this EULA, Hexagon's entire liability and your exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) the modification, repair or replacement of the SOFTWARE PRODUCT; or (ii) termination of this EULA and a prorated refund to you of the actual amount you paid Hexagon for the SOFTWARE PRODUCT for the period of time that the SOFTWARE PRODUCT did not substantially conform to the limited warranties set forth in this EULA. All replacements, Updates, and/or Upgrades made during the original warranty period will be warranted only for the remainder of the original warranty period. So long as Hexagon performs any one of the remedies set forth above, this limited remedy shall not be deemed to have failed of its essential purpose.

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

10.0 RESTRICTIONS.

10.1 United States Government Restricted Rights. If the SOFTWARE PRODUCT (including any Updates, Upgrades, documentation or technical data related to such SOFTWARE PRODUCT) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section 10.1 also applies.

10.1.1 For civilian agencies: The SOFTWARE PRODUCT was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).

10.1.2 For units of the Department of Defense: The SOFTWARE PRODUCT was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).

10.1.3 Notice: This SOFTWARE PRODUCT is "Commercial Computer Software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "Commercial Computer Software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable third-party software manufacturer(s) are the manufacturer. This SOFTWARE

PRODUCT is unpublished and all rights are reserved under the Copyright Laws of the United States.

10.1.4 <u>Government Reserved Rights</u>: MrSID technology incorporated in the SOFTWARE PRODUCT was developed in part through a project at the Los Alamos National Laboratory, funded by the U.S. Government, managed under contract by the University of California (the "University"), and is under exclusive commercial license to LizardTech, Inc. It is used under license from LizardTech. MrSID technology is protected by U.S. Patent No. 5,710,835. Foreign patents pending. The U.S. Government and the University have reserved rights in MrSID technology, including without limitation: (a) The U.S. Government has a non- exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on behalf of the United States, inventions covered by U.S. Patent No. 5,710,835 and has other rights under 35 U.S.C. § 200-212 and applicable implementing regulations; (b) If LizardTech's rights in the MrSID technology terminate during the term of this EULA, you may continue to use the SOFTWARE PRODUCT. Any provisions of this license which could reasonably be deemed to do so would then protect the University and/or the U.S. Government; and (c) The University has no obligation to furnish any know-how, technical assistance, or technical data to users of MrSID technology and makes no warranty or representation as to the validity of U.S. Patent 5,710,835 nor that the MrSID technology will not infringe any patent or other proprietary right. For further information about these provisions, contact LizardTech, 1008 Western Ave., Suite 200, Seattle, WA 98104.

10.2 **Export Restrictions**. This SOFTWARE PRODUCT, including any technical data related to this SOFTWARE PRODUCT ("Technical Data"), is subject to the export control laws and regulations of the United States, including, but not limited to the U.S. Export Administrations Act. Diversion contrary to United States law is prohibited. To the extent prohibited by United States or other applicable laws, the SOFTWARE PRODUCTS, 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:

10.2.1 to Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine or any national of these countries or territories;

10.2.2 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 (presently accessible at: https://build.export.gov/main/ecr/eg_main_023148).

10.2.3 To any entity if you know, or have reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.

10.2.4 To any entity if you know, or have reason to know, that an illegal reshipment will take place.

If the SOFTWARE PRODUCT you received is identified on the media as being ITAR-controlled, this SOFTWARE PRODUCT has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations (ITAR). Export of this SOFTWARE PRODUCT from the United States must be covered by a license issued by the Directorate of Defense Trade Controls (DDTC) of the U.S. Department of State or by an ITAR license exemption. This SOFTWARE PRODUCT may not be resold, diverted, or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license

or ITAR exemption. Subject to the terms of this EULA, this SOFTWARE PRODUCT may be used in other countries or by other end users if prior written approval of DDTC is obtained.

You agree to hold harmless and indemnify Hexagon for any causes of actions, claims, costs, expenses and/or damages resulting to Hexagon from a breach by you or any User of the export restrictions set forth in this EULA. Any questions regarding export or re-export of the SOFTWARE PRODUCT or concerning ITAR restrictions, if applicable, should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

     10.3   **Territorial Use Restriction.** Unless otherwise specifically permitted in writing by Hexagon, use of the SOFTWARE PRODUCT outside the country in which it is licensed is strictly prohibited.

     10.4   **Non-disclosure.** You understand that Hexagon possesses information and data, including, without limitation, Intellectual Property, that was developed, created or discovered by Hexagon, or which has become known to or has been conveyed to Hexagon, which has commercial value in Hexagon's day-to-day business ("Confidential Information"). Hexagon considers such Confidential Information to be proprietary and confidential. You agree to treat and maintain as proprietary and confidential Hexagon's Confidential Information and any information or data provided by Hexagon, in whatever form, as you would treat your own proprietary and confidential information and data, but in any event, no less than with reasonable care, and to comply with all license requirements, copyright, patent, trademark and trade secret laws as they may pertain to any of Hexagon's Confidential Information or other information or data provided by Hexagon.

11.0   GENERAL.

     11.1   Entire Agreement. Not Used.

     11.2   Severability. Not Used.

     11.3   Headings. The various headings in this EULA are inserted for convenience only and shall not affect the meaning or interpretation of this EULA or any section or provision of this EULA.

     11.4   No Waiver. Not Used.

     11.5   Notices. Not Used.

     11.6   Assignment. Not Used.

     11.7   Other Intergraph software products. If you have or use other Intergraph software products, please read this EULA and all other terms and conditions carefully, as there may be differences in the terms and conditions.

     11.8   Limited Relationship. Not Used.

     11.9   Governing Law; Venue and Jurisdiction. Not Used.

     11.10 WAIVER OF JURY TRIAL. Not Used.

     11.11 Injunctive Relief; Cumulative Remedies. You acknowledge and agree that a breach of this EULA by you may cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. You agree that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of this EULA by you. The rights and remedies set forth in this EULA are cumulative and concurrent and may be pursued separately, successively or together.

11.12 **Attorneys' Fees and Costs**. Not Used.

11.13 **Governing Language.** The controlling language of this EULA is English. If you received a translation of this EULA into another language, it has been provided for your convenience only.

11.14 **USE OUTSIDE THE UNITED STATES.** If you are located outside the United States, then the provisions of this section shall also apply: (i) Les parties en présence confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient redigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the SOFTWARE PRODUCT, and you represent that you have complied with any and all regulations or registration procedures required by applicable law to make this EULA fully enforceable.

11.15 **Survival.** The provisions of this EULA which require or contemplate performance after the expiration or termination of this EULA shall be enforceable notwithstanding said expiration or termination.

HEXAGON
GEOSPATIAL

HEXAGON END-USER LICENSE AGREEMENT
ADDENDUM FOR CERTAIN PRODUCTS
This Addendum is applicable to you in the event that the "SOFTWARE PRODUCT" is one that also makes use of the products identified below. If applicable, this Addendum ("Addendum ") sets forth the terms of the Licensee's use of the SOFTWARE PRODUCT in addition to the terms of the END-USER LICENSE AGREEMENT ("EULA") provided to the Licensee at the time of purchase. This Addendum shall only apply to you if you use any of the products identified below by or through Hexagon. To the extent not inconsistent with this Addendum, all terms of the EULA shall apply to the use of the SOFTWARE PRODUCT. In the event of a conflict of terms between the EULA and this Addendum, this Addendum shall take precedence over the EULA.

1.0. Geospatial Desktop Program. This section only applies if the "SOFTWARE PRODUCT" is that particular bundle of applications known as the "Geospatial Desktop Program."

    1.1. Definitions.

        1.1.1. "**Effective Date**" shall mean the date of delivery of the License Key(s) to Licensee, or such later date as specified in the Quote.

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

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

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

        1.1.5. "**Quote**" shall mean a quotation for the License of Licensed Software submitted to Licensee by Hexagon or an authorized Hexagon partner, and associated maintenance and support services as described herein this Agreement.

    1.2. License Grant. Provided you are not in breach of any term or condition of the EULA or this Addendum , Hexagon hereby grants you a limited, non-exclusive license to install and use the SOFTWARE PRODUCT, in object code form only, strictly for your internal use and strictly in accordance with the EULA and this Addendum. The license is non-transferable, except as specifically set forth in the EULA. You assume full responsibility for the selection of the SOFTWARE PRODUCT to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE PRODUCT.

        1.2.1. License type and Mode: The SOFTWARE PRODUCT licensed pursuant to this Addendum shall be concurrent-use mode (CC) in accordance with Section 2.2.1(a) of the EULA.

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

        Approximately thirty (30) days prior to the end of the license term, Hexagon may submit a renewal Quote to the Licensee to renew the license(s) for the next subscription period at the prices provided in the renewal Quote. If the license(s) are not renewed at the end of the term, Licensee acknowledges

that all rights and license grants provided by this EULA and this Addendum shall terminate upon expiration of the term described in Section 1.3 above.

1.4. Customer's Existing Products. *Any Existing Hexagon products held by Customer are not a part of this Agreement.*

1.4.1. Any Existing Products must be subject to a separate Hexagon maintenance agreement. Customer may choose to not renew maintenance for Existing Products only at the expiration of the term of any maintenance agreement applicable to Existing Products. Early maintenance termination is not permitted for Existing Products under this Addendum.

EXHIBIT D - Additional Terms and Conditions

1. Definitions. As used in this Exhibit:

"Buyer" means the entity or person purchasing all or part of the Software and/or Hardware listed on a Hexagon quotation;

"Hardware" means all Hexagon or Third Party hardware (including components), software media, and spare parts listed on a Hexagon quotation;

"Hexagon" means Intergraph Corporation doing business as Hexagon Geospatial;

"Product(s)" means the Hexagon software licenses or hardware and/or Third Party software licenses or hardware listed on a Hexagon quotation;

"Software" means (i) any binary software program, (ii) any upgrades or updates, and (iii) any related user manuals or other documentation included with the Products or listed separately on a Hexagon quotation;

"Terms and Conditions" means the additional current standard terms and conditions of purchase and licensing set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Hexagon and Buyer;

"Third Party" means any other Hexagon Division other than the Security, Government & Infrastructure Division or any company other than Hexagon.

2. General. Not Used.

3. Quotations. Not Used.

4. Taxes. Not Used.

5. Delivery and Installation.

5.1 F.O.B. Point. Hexagon will deliver all Product(s) on an FOB Destination, Pre-Paid and Added ("PPA") basis, including DDP when shipped from a foreign point of origin, unless otherwise stated. At Hexagon's discretion, Product(s) may ship from different points of origin. Written notification is required for any short shipments/discrepancies within five days of receipt of order. Hexagon's responsibility ceases upon delivery of Product(s) to the Buyer in good order at the point of destination. The Buyer is urged to examine all deliveries carefully immediately upon delivery and before signing receipt. If goods are visibly damaged, the Buyer must have written confirmation of the damages noted on the freight bill or other receipt by the agent of the carrier. Signing a receipt without notation of damage to the Product(s) shall constitute conclusive evidence of receipt of the Products in satisfactory condition.

5.2 Partial Delivery. Hexagon may make partial shipments to Buyer and invoice accordingly, and Buyer shall be obligated to pay for such partial shipments when invoiced.

5.3 Delivery Dates. Shipments of any products purchased hereunder are subject to Hexagon's availability schedule. Hexagon will make every reasonable effort to meet delivery dates quoted or acknowledged. However, Hexagon will not be liable for any failure to meet such dates.

5.4 Installation. Unless installation services by Hexagon have been purchased by Buyer, Buyer is responsible for installation of Software or Hardware Product(s).

6. Acceptance. Buyer shall be deemed to have accepted the products covered by this Agreement upon the earlier of: (a) delivery to Buyer, if installation by Hexagon is not included in the purchase price; (b) certification by Hexagon that the product is installed and meet Hexagon's specifications, if installation by Hexagon is included in the purchase price; (c) utilization of the product by Buyer for any useful work.

General Terms of Payment.

6.1 Remit Instructions. Hexagon accepts these payment methods: U.S. major credit cards (Visa, MasterCard, AMEX, and Discover), check, wire transfer, and EFT.

For shipments requiring advance payment by the Buyer, Buyer shall make remittance by check to:
Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

For shipments based on established open accounts, Buyer shall make remittance by check to:
Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

Hexagon will make wire transfer and EFT remit to information available upon request.

Hexagon shall charge and the Buyer agrees to pay interest at the rate of two percent (2%) per month or the maximum amount allowed by law, whichever is less, for all amounts not received 45 days after the date of a valid invoice.

7. Limited Warranties.

7.1 Software Products. Hexagon warrants for a period of thirty (30) calendar days from the date of delivery, or the date of installation if installation by Hexagon is included in the purchase price, that Software Product(s) delivery media shall be free from defect in material or workmanship. Hexagon does not warrant that the software product(s) will meet buyer's requirements, and under no circumstances does Hexagon warrant that the software product(s) will operate uninterrupted or error free.

7.2 Hardware Products. Hexagon warrants for a period of one (1) year from the date of delivery, or the date of installation if installation by Hexagon is included in the purchase price, that the Hardware Product(s) is free from defect in material and workmanship and is of the kind and quality described in the quotation except that:

(a) Hexagon gives no warranty with respect to parts with a limited technical lifetime such as data discs and cassettes.
(b) Components of the Product produced by other manufacturers are warranted only to the extent that such components are warranted by the manufacturers supplying such components to Hexagon.

If Hexagon Software is included in this Agreement, Hexagon warrants that its Software, when properly installed, will not fail to execute its programming instructions due to defect in materials and workmanship. If Hexagon receives notice of a defect during the applicable warranty period, Hexagon will repair or replace software media that does not execute programming instructions due to such defect. Hexagon does not warrant that the operation of the software will be uninterrupted or error free.

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 HEXAGON OF ANY SUSPECTED DEFECTS IN SOFTWARE DELIVERY MEDIA.

7.3 Remedies. Upon written notification of any failure to conform to Hexagon's express warranties, Hexagon shall have the right either to replace or repair any defective Product, to refund the purchase price upon return of the defective Products, or to grant a reasonable allowance on account of such defects . Hexagon shall be given reasonable opportunity to investigate all claims.

7.4 Effectiveness. The effectiveness of the warranties contained herein shall with respect to any particular defect be conditional upon Buyer's substantiation that the Product and its components have been stored, maintained, and operated in accordance with such reasonable instructions as are given by Hexagon to Buyer and with standard industry practice. Subject to the foregoing, the warranties contained in this Section shall remain in effect from the date hereof until thirty (30) days from the date that the product is shipped by Hexagon, unless the purchase price includes installation, in which case the period begins on the date Hexagon certifies to Buyer that the Product is installed and is operating in conformance with Hexagon specifications. If Buyer schedules or delays installation by Hexagon more than thirty (30) days after delivery, the warranty period shall begin on the thirty-first (31st) day from date of shipment.

7.5 DISCLAIMER. EXCEPT AS PROVIDED ABOVE, HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. THE WARRANTIES AND REMEDIES EXPRESSLY STATED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON WITH RESPECT TO THE SOFTWARE PRODUCT(S) AND HARDWARE PRODUCT(S). CERTAIN LIMITATIONS SET FORTH IN THIS DISCLAIMER MAY NOT APPLY IN SOME JURISDICTIONS. THE LIMITATIONS OF THIS SECTION DO NOT APPLY TO CLAIMS OF INTELLECTUAL PROPERTY INDEMNIFICATION.

7.6 Supplemental statements setting forth warranty terms different from the above are available for some Product types, and are incorporated herein if applicable. The terms of such supplemental statements supersede the terms hereof only to the extent they are inconsistent herewith.

8. Security Terms. Not Used.

9. Software License. Software Product(s) (whether furnished independently or bundled with Hardware) are furnished to Buyer under the terms of the applicable end user license agreement, which may be separately executed or may be included with the Product(s). Buyer agrees to execute the applicable Hexagon End User License Agreement for Hexagon Software Products that are furnished without an included End User License Agreement. Buyer agrees to execute the applicable Third Party end user license agreement for Third Party Software Products that are furnished without an included Third Party end user license agreement.

10. Ownership. All Software Products furnished by Hexagon hereunder shall remain the property of Hexagon or the respective Third Party. Software Product(s) are licensed, not sold. Buyer understands that it is purchasing a license to use the Software Product(s) and is not purchasing the Intellectual Property of the Software Product(s).

11. Patent, Trademark, Copyright Infringement. Not Used.

12. Maintenance. If maintenance of Product(s) is desired beyond that provided by the applicable warranty, such service can be provided under separate contract. Maintenance and support of the Product(s) will be provided to Buyer in accordance with Hexagon's standard maintenance options and the then-current Hexagon Maintenance Service Terms and Conditions.

13. Assignment. Not Used.

14. Limitation of Liability. NOT WITHSTANDING ANYTHING TO THE CONTRARY, HEXAGON SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTION, REVENUE OR PROFIT, OR LOSS OF DATA OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE SHALL HEXAGON'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT HEXAGON HAS BEEN PAID BY BUYER UNDER THIS AGREEMENT AT THE TIME THE CLAIM IS MADE. THE LIMITATIONS OF THIS SECTION DO NOT APPLY TO CLAIMS

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OF INTELLECTUAL PROPERTY INDEMNIFICATION.

15. Cancellation, Rescheduling, Returns.

15.1 Cancellation. In the event of the cancellation of any order, or items included in an order, Buyer will be liable and agrees to pay cancellation charges to Hexagon in accordance with the following schedule:

Cancellation notice received fourteen (14) days or more prior to the scheduled shipment date, for purchases other than a Digital Mapping Camera: No charge for Hexagon manufactured Products.

Cancellation notice received less than fourteen (14) days prior to the scheduled shipment date: ten percent (10%) of the total purchase price.

No cancellation will be accepted for products that have shipped or Third Party Products that have been ordered by Hexagon for Buyer.

Buyer agrees that title, rights, and/or interests to the cancelled item(s) shall remain with Hexagon and that Buyer shall have no title, right, and/or interest to such.

15.2 Rescheduling. In the event that Buyer makes changes following initial placement of the order, Hexagon reserves the right to reschedule Buyer's order. Upon Buyer's written notification of change(s), a new shipment date will be established by Hexagon. Hexagon will inform Buyer and obtain Buyer's direction regarding any charges that Hexagon would incur as a result of an order modification. If Buyer directs Hexagon to modify the order for which Hexagon will incur a charge, Buyer agrees to pay all charges for the modification.

15.3 Returns. No return of any Product(s) to Hexagon will be accepted unless previously authorized in writing by Hexagon, whether under warranty or otherwise. Any returns other than those under warranty will be subject to a reasonable restocking charge.

16. Nondisclosure. Buyer understands that Hexagon possesses information and data that was developed, created, or discovered by Hexagon, or which has become known to, or has been conveyed to Hexagon which has commercial value in Hexagon's day-to-day business. Hexagon considers 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 Hexagon's Intellectual Property. Buyer agrees to use reasonable efforts to treat and maintain as proprietary and confidential Hexagon's Intellectual Property or any information or data provided by Hexagon, in whatever form, as it would its own proprietary and confidential information and data, but in any event, no less than reasonable care, and to comply with all license requirements, copyright, patents and trade secret laws as they may pertain to any of Hexagon's Intellectual Property or other information or data provided by Hexagon.

17. Force Majeure. Not Used.

18. Order of Precedence. Not Used.

19. Severability. Whenever possible, each provision of these Terms and Conditions 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 and Conditions 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.

20. Export Control. Buyer agrees to comply fully with all relevant export laws and regulations of the United States (hereinafter "Export Law") to assure that neither the Product(s) or anything provided by Hexagon hereunder are exported directly or indirectly in violation of said Export Law or are intended to be used for a purpose prohibited by said Export Law.

With respect to the export by Buyer of the Product(s), including documentation, data, or information pertaining thereto the Product(s), or anything containing the Product(s), the disclosure of the Software to a non U.S. national, or any other activities relating to the Software, Buyer agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statues, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Hexagon's and Third Party's Product(s) are subject to export controls promulgated by the Government of the United States. Buyer warrants that it will not export or re-export, either directly or indirectly, any such Product or restricted direct Product thereof, without first obtaining any necessary authorization from the U.S. Government, when required. Buyer agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export.

21. Waiver. Not Used.

22. Governing Law. Not Used.

23. Jurisdiction. Not Used.

EXHIBIT E

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Intergraph Corporation dba Hexagon Geospatial ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 21-DES-SLA-582 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.
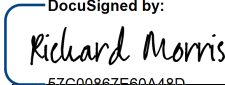
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: _Richard Morris_
DocuSigned by:
57C00867E60A48D...

Printed Name and Title: Richard Morris VP Global Contracts

Date: 6/4/2021

<u>**EXHIBIT F**</u>

<u>**NONDISCLOSURE AND DATA SECURITY AGREEMENT**</u>
<u>**(INDIVIDUAL)**</u>

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 21-DES-SLA-582 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT