

ADDENDUM to the End User License Agreement for Business Intelligence Solutions with SAP Business Objects Software

This addendum (“Addendum”) is applicable to You in the event that You have obtained certain offerings that are part of one or more Hexagon Safety & Infrastructure Business Intelligence solutions (“BI Solutions”) that include SAP Business Objects software. With regard to the BI Solutions, (i) this Addendum modifies the End User License Agreement or other applicable software license agreement (“EULA”) between You and Intergraph Corporation doing business as Hexagon Safety & Infrastructure (“Hexagon”), and (ii) in the event of a conflict between the EULA and this Addendum, this Addendum shall govern. In the event of a conflict of terms between the EULA, any other EULA addendum, and this Addendum, this Addendum shall take precedence over the EULA and any other EULA addendum regarding the subject hereof. The EULA and this Addendum together constitute the “License” applicable to BI Solutions identified herein.

Hexagon products (“OEM Products”) and SAP Business Objects products (including applicable documentation and materials; together, the “Software” or “SAP Software”) combine to make BI Solutions (also referred to as the “Bundled Products”). For purposes of this Addendum, “SAP” shall mean Hexagon’s licensor for the SAP Software, as well as SAP S.E. and its affiliates. The EULA shall govern the Bundled Products. To the extent they differ from the EULA, this Addendum addresses license rights and restrictions specific to the SAP Software.

You shall have a non-exclusive and perpetual license to use the SAP Software included in Bundled Products to run Your internal business operations (including back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations, subject to Your compliance with the terms and conditions of this Addendum and the SAP OEM Software Use Rights Schedule (“Software Use Rights”), current as of the effective date of the license for Software licensed to you and which is made available at <http://go.sap.com/about/agreements.partner-other-partnerships.html> (under the category of “OEM Agreements,” please select → “Software Use Rights,” *and then select the current applicable document*). It is recommended that You print a copy of the applicable Software Use Rights for your records. The Bundled Products, including the SAP Software, must be physically installed at your premises.

You are not permitted (i) to modify, adapt, translate, process, arrange or otherwise rework the Software or make derivative works of the Software, nor (ii) to reproduce the results achieved from any of these acts, unless, in each case of (i) and (ii), such acts are necessary for the rectification of defects preventing or impairing the designated use of the Software and neither SAP nor Hexagon have offered, upon notification by You of any such defect to SAP and Hexagon in writing, rectification within a reasonable period and subject to the then current reasonable terms, conditions and prices offered by SAP or Hexagon for performing such rectification or have not performed the rectification within a reasonable time period after having been commissioned by You to do so. Any unauthorized works listed in (i) or (ii) above developed by You, and any intellectual property rights embodied therein, shall be the sole and exclusive property of SAP or the respective SAP affiliates, and You hereby assign all rights in them (including moral rights) to SAP or its designated affiliates. To the extent that intellectual property rights embodied therein are not eligible to be transferred by operation of the law, SAP or its affiliates shall be granted exclusive rights to use to the widest extent lawfully possible.

You shall not disassemble, reverse engineer or decompile, nor otherwise create or attempt to create the source code from the object code of the Software in any manner; unless such action is indispensable in order to obtain information necessary to achieve interoperability of the Software with an independently created computer program and You have not been provided such information, despite a written request, within a reasonable period of time. Information obtained through such action may not: (i) be used for purposes other than to achieve interoperability; (ii) be given to third parties, unless this is necessary to establish interoperability; or (iii) be used for the development, creation or marketing of programs similar to the Software.

The Software is considered to be Confidential Information of SAP and its affiliates. “Confidential Information” includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased SAP software or hardware products, SAP’s marketing plans, business policies or practices, financial information, pricing information, sales information, or customer information. Confidential Information shall not include any information (i) which is in the public domain; (ii) which You can show You knew prior to receipt hereunder; (iii) which was independently developed by You; or (iv) which is rightfully received by You from a third party without restriction. During the term of the License and for five (5) years

thereafter, You shall maintain the Confidential Information of SAP in confidence using reasonable security measures, shall not disclose it to any third party other than Your employees and contractors who have a need to know, and shall use it only as necessary to perform hereunder. Notwithstanding the foregoing, with respect to that Confidential Information rising to the level of a trade secret as defined by applicable law, Your confidentiality obligations shall remain in effect for so long as such Confidential Information remains a trade secret. You shall cause each of Your officers, directors, employees, and contractors to restrict disclosure and use of such Confidential Information in like fashion, and shall be responsible for any wrongful disclosure or use by any of them. In the event any court or other authority orders You to disclose any Confidential Information of SAP, You shall promptly notify SAP and Hexagon of such order and reasonably cooperate with SAP to contest such disclosure. Upon termination of the License, You shall promptly return all tangible embodiments of SAP's Confidential Information to Hexagon.

The remedy for intellectual property infringement in the EULA shall not apply to the SAP Software to the extent an infringement claim results from (i) a correction or modification of the SAP Software not provided by SAP; (ii) a failure to promptly install an update for the SAP Software; (iii) the combination, operation or use of the SAP Software with other software, data or products not provided by SAP, if such infringement would have been avoided in the absence of such combination, operation, or use; or (iv) use of the SAP Software in any manner inconsistent with the applicable documentation or license terms and conditions.

The Bundled Products' Content is governed by the EULA. "Content" means ETL scripts and data warehouses, universes, reports, and dashboards created by Hexagon by using capabilities available in the SAP Software. Content may only be used in conjunction with the Bundled Products obtained from Hexagon. Use of Content with products not obtained from Hexagon, including use with same or similar products obtained directly from SAP, shall be a violation of the EULA.

You shall deploy all Unrestricted Data Licenses of SAP Software in a separate installation from any Restricted Licenses, and Restricted Licenses may not be combined or used with Unrestricted Data Licenses. "Restricted License" means You may use each licensed copy of the Software only in conjunction with the OEM Products with which it was provided. Accessing data that is not specifically created or necessary to enable the functionalities of the OEM Products violates the Restricted License. If the OEM Products require the use of a data mart or data warehouse, the OEM Products may be used with the data mart or data warehouse only to access data created or necessary to enable the functionalities of the OEM Products. "Unrestricted Data Licenses" means the Bundled Products licensed to you by Hexagon are permitted to access data from the OEM Products and/or other external third party data sources.

You agree to enable both SAP and Hexagon to perform audits with regards to the usage of the Software as provided for in the EULA.

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