



## **MASTER TERMS AND CONDITIONS**

These Master Terms and Conditions (the “Master Terms”) govern transactions and relations between Customer and Intergraph (UK) Limited, Division Hexagon Safety & Infrastructure (“Hexagon”) (each a “Party” and collectively the “Parties”).

Hexagon will make available to Customer certain proprietary software, including related proprietary documentation, software maintenance services, Cloud Programs, and professional services, all of which will be provided to Customer pursuant to these Master Terms and an Order. Before Hexagon will provide any Software licenses, Cloud Programs or any Services, Customer must agree to these Master Terms and to the terms of a corresponding Order. The Parties agree these Master Terms will govern each Order.

These Master Terms consist of the following:

- The General Terms and Conditions set forth below
- Exhibit A – End User License Agreement
- Exhibit B – Maintenance Terms and Conditions for Software
- Exhibit C – Sample Project Deliverable Sign-Off Form
- Exhibit D – Cloud Program Conditions
- Exhibit E – Subscription License Terms
- Exhibit F – Common Terms Glossary

### **GENERAL TERMS AND CONDITIONS**

1 Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit E (Common Terms Glossary).

2 Elements of an Order.

2.1 Order Composition.

2.1.1 Each Order will be comprised of Order Documents.

2.1.2 From time to time, Customer may request from Hexagon or Hexagon may provide Customer a draft Quote and/or SOW for Deliverables. Once the Parties mutually agree upon the contents of the Order Documents, as applicable, the Parties shall accept the Order Documents.

2.1.3 Upon mutual acceptance of the Order Documents, Customer will execute the Order Documents and/or issue a PO or a notice to commence work, unless otherwise specified in the Order Documents. Except as set forth in the Order Documents, Hexagon shall not commence work on the Order until it receives from Customer a PO or notice to commence work.

2.1.4 Notwithstanding the foregoing, Orders for Maintenance Services and Cloud Programs shall commence on the date specified in the Order Documents regardless of whether Customer has issued a PO or notice to commence work.

2.2 Pricing. The following minimum elements shall be included with the Order Documents associated with the following types of Orders:

2.2.1 For a Software License Sale, a Quote identifying the Software licenses and quantities being procured and the total price for the Software License Sale.

2.2.2 For Time and Materials Project Assignments, a Quote setting forth the number of hours allocated for each grade of Hexagon resource to be utilized on the assignment and the hourly rate for each grade of Hexagon. Unless otherwise specified in the Order Documents, the Time and Materials Project Assignment shall expire and end six (6) months from the date the Order was formed between the Parties.

2.2.3 For Fixed Price Project Assignments, a Quote and SOW shall set forth the price of the work to be performed for and the Deliverables provided for that Order.

2.2.4 For Orders for Maintenance Services, a Quote identifying the Software to be maintained and the total price for the associated Maintenance Services.

2.2.5 For Cloud Program Sales, the quantity of License Keys subscribed for, the duration (beginning and end) of the period of the Customer's subscription to the Cloud Program, the amount of Cloud Program Fees payable to Hexagon for the Cloud Program, and Cloud Services Schedule(s) associated with the ordered Cloud Applications.

2.2.6 For Subscription License Sales, a Quote identifying the name of the Subscription Licenses, the quantity of the Subscription Licenses being purchased, and the Subscription Term.

2.3 Change Control. During the course of Hexagon's performance under an Order, either Party may request a change in the scope of the Order in writing, delivered to the other Party's project manager. Any changes in price, schedule, or other terms must be documented either by an amendment or Change Order. No change, as contemplated in this paragraph, shall become effective until agreed to by both Parties in a mutually-executed writing.

2.4 Acceptance. Acceptance will occur based upon the following:

2.4.1 For Fixed Price Project Assignments, when the applicable Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process as set forth in an SOW.

2.4.2 For Time and Materials Project Assignments and Maintenance Services, the services are accepted as performed.

2.4.3 For a Software License Sale, once the Software has been delivered or access to the Software has been provided.

2.4.4 For a Cloud Program Sale, when the License Keys are provided to Customer.

2.4.5 For a Subscription License Sale, once the applicable Subscription License(s) has been delivered or access to the Subscription License has been provided to the Customer.

3 Composition of the Master Agreement.

3.1 Components. The agreement between the Parties (herein referred to as the "Master Agreement") consists of: (1) the Principle Contracting Document, (2) these Master Terms (including the General Terms and Conditions and all Exhibits), (3) any amendments to the Master Agreement, (4) Orders, together with any Change Orders, that may be delivered, prepared, or issued after the Effective Date, and (5) all documents, including applicable documents referenced via hyperlink, incorporated by reference in the documents identified in this Section. For certain Third Party Software, additional terms and conditions provided with the Order Documents ("Third Party Terms") will also be applicable and be considered as part of the Master Agreement.

3.2 Order of Precedence. In the event of any conflict or inconsistency among documents forming the Master Agreement, the following order of precedence shall be used to determine the resolution of the discrepancy, unless the Parties mutually agree in writing to an alternative decision:

- (1) Any amendments to the Master Agreement;
- (2) The Principle Contracting Document;
- (3) These Master Terms (excluding exhibits);
- (3) Exhibits to these Master Terms; and
- (4) Orders, as amended or modified by a change order.

For only the Third Party Software subject to the Third Party Terms, the Third Party Terms shall have precedence in the event of a conflict between with the Master Terms and the Third Party Terms.

#### 4 Invoicing and Payment.

##### 4.1 Invoices. Invoices shall be issued based upon the following:

4.1.1 For Software License Sales, Hexagon shall invoice Customer for the amount set forth in the Quote upon delivery of or access having been provided to the Software identified in the Order Documents;

4.1.2 Orders for Fixed Price Project Assignments shall be invoiced and become payable upon completion of a payment milestone identified in the SOW; and

4.1.3 Time and Materials Project Assignments shall be billed and invoiced on a monthly basis as the hours are expended and Onsite Fees are incurred, or after all hours set forth in the Order Documents have been expended, whichever occurs first.

4.1.4 Orders for Maintenance Services shall be billed and invoiced in accordance with Exhibit B.

4.1.5 Cloud Program Sales shall be billed and invoiced in accordance with Exhibit D.

4.1.6 Orders for Subscription License Sales shall be billed and invoiced in accordance with Exhibit E.

4.2 Payment. Customer shall make payment for any invoices issued by Hexagon within thirty (30) calendar days of the date the invoice was issued.

4.3 Late Payment. If Customer does not make timely payment, an interest charge of two percent (2%) per Month (or the maximum allowed by law, whichever is less), which shall be compounded on a monthly basis, will be due on any unpaid and overdue amounts. To the extent the Customer is the subject of an applicable prompt pay act statute or ordinance, the Customer shall be subject to the terms set forth in that statute(s) and/or ordinance(s) in lieu of the prior sentence.

4.4 Taxes. The purchase price is exclusive of all Federal, State, or Local taxes. Any taxes applied to this sale by a Federal, State, or Local taxing authority will be the responsibility of Customer. Such taxes do not include franchise taxes or taxes based on net income. If Customer is claiming tax-exempt status, it must submit the proper documentation satisfactory to Hexagon evidencing its tax exempt status. Applicable taxes may be invoiced at any time such taxes become fixed and certain.

#### 5 Term and Termination.

5.1 Term. The Term of the Master Agreement shall begin on the Effective Date and remain in effect for a period of sixty (60) consecutive Months or until the Master Agreement is earlier terminated pursuant to the terms set forth herein or by mutual agreement of the Parties. An Order that is executed prior to the expiration of the term of the Master Agreement shall be governed by the Master Agreement even if the Master Agreement Term expires during the performance of the Order. To the extent Customer executes an Order pursuant to later issued master terms, then this Master Agreement shall terminate upon completion of all Orders executed hereunder regardless of the amount of time remaining in the Term.

5.2 Termination for Convenience. Except for Orders for Maintenance Services, Cloud Program Sales, and Subscription License Sales, either Party may terminate the Master Agreement or an Order in its sole discretion at any time upon providing the other Party with thirty (30) days written notice. The Coverage Period, Cloud Term, or Subscription Term, (if applicable) shall survive termination if the Master Agreement is terminated for convenience. In the event of a termination pursuant to this paragraph, Customer agrees to pay Hexagon for the Work performed and Software delivered and provided, plus the cost of any labor, equipment, or materials ordered in good faith prior to notice of termination that could not be canceled, less amounts previously paid by Customer for such Work and/or Software. To the extent a Party exercises its right to terminate a specific Order, that termination shall have no effect upon the remaining Master Agreement, which, along with any other active Orders, shall remain in full force and effect. If a Party desires to terminate the Master Agreement, then the Parties shall proceed to wind down all ongoing work under the respective Orders in effect under the Master Agreement by the termination date. Each Party shall take commercially reasonable steps to bring the work to a close and to reduce its costs and expenditures.

5.3 Termination for Cause. Either Party may terminate the Master Agreement or a specific Order, as the case may be, in the event that other Party materially breaches a material term of the Master Agreement or any Order.

5.3.1 In the event a Party has materially breached an Order, the non-breaching Party may terminate the Order only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured, except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Order.

5.3.2 In the event a Party has materially breached the Master Agreement or multiple Orders, the non-breaching Party may terminate the Master Agreement only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Master Agreement. If the Master Agreement is terminated pursuant to this paragraph, by the termination date, Hexagon will stop all Work pursuant to any Orders arising under the Master Agreement. In the event the Master Agreement is terminated for cause, Hexagon shall be entitled to, and Customer agrees to pay Hexagon, payment for all Work performed and Software provided on all ongoing Orders up to the termination date, less amounts previously paid by Customer under the affected Orders.

5.3.3 Notwithstanding the foregoing, Hexagon may suspend its performance of or terminate any Order or the Master Agreement for cause if payment is not received within thirty (30) days following the date when payment was due. In the event an Order is suspended or terminated for cause, Hexagon shall be entitled to, and Customer agrees to pay Hexagon, payment for Work performed and Software delivered on said Order up to the suspension or termination date, less amounts previously paid by Customer under the affected Orders. If Hexagon suspends an Order under this paragraph, then it may thereafter terminate the Order upon giving written notice to the Customer.

5.3.4 Notwithstanding the foregoing, Customer may not exercise a termination pursuant to the terms of Section 5.3 if Hexagon's material breach of the terms and conditions of the Master Agreement or any Order thereunder is caused or partially caused by Customer's negligence or failure to perform its obligations.

## 6 IP Ownership.

Customer acknowledges Hexagon will retain ownership and title of Hexagon IP made or provided pursuant to any Order. All Hexagon Software provided under the Master Agreement is licensed to Customer in accordance with Exhibit A (End User License Agreement) except as it is inconsistent with the terms set forth herein. Third Party Software is licensed to Customer pursuant to the software license agreement delivered with such Third Party Software product.

## 7 Warranties.

7.1 Software. The Software provided under the Orders is warranted to substantially conform to the user documentation for a period of thirty (30) days from the initial installation. This warranty only applies to Software products that are not already covered by a Support Contract between Customer and Hexagon.

7.2 Subsystem Warranty Coverage. For, and only for, new Subsystems procured/implemented pursuant to an Order under these Master Terms, the warranty coverage shall be set forth in the applicable SOW, which shall be in lieu of the warranty coverage set forth in Section 7.1.

7.3 Third-party Warranty Coverage. To the extent third-party products are supplied by Hexagon, those products are provided with a pass-thru-warranty from the original manufacturer, if any.

7.4 Disclaimer. Any product information Hexagon has shared with Customer during the proposal and/or contract activities to date was to provide an understanding of Hexagon's current expected direction, roadmap, or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon specifically disclaims all representations and warranties regarding future features or functionality to be provided in any Software or Deliverable. Hexagon does not commit to developing the future features, functions, and/or products discussed in this material beyond that which is specifically committed to being provided by Hexagon pursuant to a valid Order. Customer should not factor any future features, functions, or products into its current decisions since there is no assurance that such future features, functions, or products will

be developed. When and if future features, functions, or products are developed, they will be made generally available for licensing by Hexagon.

7.5 Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE, HEXAGON DISCLAIMS (TO THE FULLEST EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED PURSUANT TO THE MASTER AGREEMENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES SET FORTH IN THIS ARTICLE 7 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND, EXCEPT AS SET FORTH IN ARTICLE TITLED "INDEMNIFICATION PROVISIONS" BELOW, REPRESENTS THE FULL AND TOTAL WARRANTY OBLIGATION AND/OR LIABILITY OF HEXAGON.

## 8 LIMITATION OF LIABILITY

IN NO EVENT WILL HEXAGON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL HEXAGON'S LIABILITY UNDER THIS MASTER AGREEMENT EXCEED THE AMOUNT THAT HEXAGON HAS BEEN PAID BY CUSTOMER UNDER THE INDIVIDUAL ORDER UNDER WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

## 9 Indemnification Provisions.

9.1 Subject to the limitation of liability provisions in the Master Agreement, Hexagon will defend, at its expense, a third party action, suit, or proceeding against Customer ("Claim"), and indemnify Customer from any judgments, settlements, and reasonable attorney's fees resulting therefrom, to the extent such Claim is (i) attributable to bodily injury, death, or physical damage to tangible property caused by Hexagon's negligent acts or omissions arising under the Master Agreement; or (ii) based upon an allegation that a Software Product, Customized Software, Cloud Application, or Services Deliverable as of its delivery date under the Master Agreement, infringes a valid United States: patent, copyright, or trademark, or misappropriates a third party's trade secret ("Infringement Claim").

9.2 Hexagon's defense and indemnification obligations are conditioned upon:

9.2.1 Customer providing prompt written notice to Hexagon in writing of any Claim;

9.2.2 Hexagon having primary control of the defense of any actions and negotiations related to the defense or settlement of any Claim, understanding Hexagon may not settle a claim without Customer's consent if such settlement assigns fault or culpability to Customer; and

9.2.3 Customer cooperating fully in the defense or settlement of any Claim.

9.3 Hexagon will have no obligation to defend Customer or to pay any resulting costs, damages, or attorneys' fees for any Infringement Claims alleging direct or contributory infringement of the Software Product, Cloud Program, or Service Deliverable (i) by the combination of or integration with a product, process, or system not supplied by Hexagon; (ii) by material alteration by anyone other than Hexagon or its subcontractors; (iii) by use after Customer has been notified of possible infringement; (iv) by use after modifications are provided to Customer; (v) by use after a return for refund as described below is ordered by Hexagon; (vi) if the creation of which was pursuant to specifications provided by Customer; or (vii) by use other than as specified in the documentation associated with the Software Product.

9.4 In connection with any Infringement Claims, Hexagon, at its own expense and option, may either (i) obtain rights for Customer to continue using the allegedly infringing Hexagon supplied item; (ii) replace the item with a non-infringing alternative, or modify the allegedly infringing elements of the item, while maintaining substantially similar software functionality or data/informational content; or (iii) refund to Customer a prorated portion of the license fees paid by Customer for the infringing item(s); provided that proration for perpetually licensed software shall be based on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery. In the event of a prorated return, Customer will uninstall, cease all use of and return to Hexagon the infringing item(s).

9.5 In no event will the indemnification for Infringement Claims apply to any Beta Software, or sample, hot fix, royalty-free, or evaluation software delivered pursuant to the Master Agreement.

9.6 Hexagon is not required to indemnify or defend Customer against Claims brought by any Customer Affiliate.

9.7 This section provides the sole and exclusive remedies of Customer and Hexagon's entire liability in the event of a Claim. Customer has no right to recover and Hexagon has no obligation to provide any other or further remedies, whether under another provision of the Master Agreement or any other legal theory or principle in connection with a Claim.

## 10 Insurance.

10.1 Policies and Coverage Amounts. Hexagon agrees to procure and maintain in force during the term of the Master Agreement, at its own cost, the following policies and amounts of coverage:

10.1.1 Workers' Compensation Insurance as required state statute or regulation.

10.1.2 Commercial General Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, and personal injury.

10.1.3 Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, with respect to each of Hexagon's owned, hired or non-owned vehicles assigned to or used in performance of the services or work under the Master Agreement.

10.1.4 Umbrella/Excess Coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence.

10.2 Policy Maintenance. Hexagon shall procure and maintain, and shall cause any subcontractor of Hexagon to procure and maintain, the minimum insurance coverages listed herein. All policies shall be continuously maintained for the term of the Master Agreement.

10.3 Certificate of Insurance. A Certificate of Insurance shall be completed by Hexagon's insurance agent(s) as evidence that policies providing the required coverage amounts, conditions, and minimum limits are in full force. The completed Certificate of Insurance shall be sent to the contact person identified in the Principle Contracting Document.

10.4 Insurance Deductible. Hexagon shall be solely responsible for any deductible losses under the policies required above.

## 11 Security and Breach Notification

11.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents. In the event of a Security Incident, Hexagon will provide a Security Incident report to the Customer or its Affiliates via the support website or Cloud Portal (as applicable). The report shall be provided as soon as practical following discovery and investigation of a Security Incident.

## 12 Dispute Resolution.

12.1 Resolution Protocol. The Parties shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to the Master Agreement or Order made pursuant to the Master Agreement ("Dispute") in accordance with the provisions set forth herein. If either Party disputes any provision of the Master Agreement (the "Disputing Party"), or the interpretation thereof, or any conduct by the other Party under the Master Agreement, that Party shall bring the matter to the attention of the other Party at the earliest possible time in order to resolve the Dispute except for Disputes for non-payment. If such dispute is not promptly resolved by the employees responsible for the subject matter of the dispute, the Disputing Party shall be permitted to deliver to the non-Disputing Party contact person identified in the Principle Contracting Document a written notice of the dispute, whereupon the Parties shall endeavor in good faith to escalate the dispute to appropriate executives for each Party for resolution within fifteen (15) business days, or such longer period as to which the Parties may mutually agree.

12.2 Mediation. To the extent a dispute is not resolved through the process outlined in the previous section and remains unresolved, the Parties agree to enter into non-binding mediation to resolve the dispute. Within sixty (60) calendar days, of the issuance of the Dispute Notice, or such longer period that is mutually agreeable to the Parties, the Parties agree to identify a mutually acceptable mediator who shall mediate the dispute. If after making reasonable efforts to identify a mutually acceptable mediator and no later than fifty (50) calendar days after the issuance of the Dispute Notice, the Parties are unable to identify such a mediator, the Disputing Party shall provide the non-disputing party with a list of five (5) proposed mediators. The non-disputing Party shall have five (5) business days from receipt of such list from the

Disputing Party to identify one proposed mediator on the list to use as a mediator. If the non-disputing Party fails to identify and communicate its choice to the Disputing Party in the time allotted, then the Disputing Party shall be permitted to unilaterally identify the mediator from the list of five (5) mediators previously given who shall mediate the Dispute. The mediator shall be an attorney licensed to practice law in the state courts identified in section below titled "Governing Law." Subject to the mediator's availability, the Parties agree to mediate the dispute within thirty (30) days after the Parties have identified a mediator who has agreed to mediate the dispute. To the extent the mutually identified mediator is unavailable, unwilling, or unable to mediate the Dispute, the Parties shall utilize the same steps listed above to identify a new mutually agreeable mediator. To the extent the Disputing Party had to prepare a list of proposed mediators previously, it shall prepare and transmit a revised list within five (5) business days of receiving notice of the proposed mediator's unavailability. Subject to the mediator's requirements, the Parties agree they shall be permitted to attend the mediation via telephone or video conferencing. The Parties agree to pay in equal shares the mediator's fee and expenses unless otherwise agreed to pursuant to a settlement agreement.

12.3 Prerequisites to Litigation. Except for disputes for non-payment, only after the Parties have endeavored to resolve the dispute through the processes outlined in the immediately preceding two sections may a Party commence litigation to resolve the dispute.

12.4 Injunctive Relief. Notwithstanding the foregoing, either Party may, before or during the exercise of the informal dispute resolution procedures set forth above, apply to a court identified in the section titled "Governing Law" for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

### 13 Notices.

All notices given between the Parties shall be in writing and shall be considered properly sent by postage prepaid Mail or overnight carrier to the Customer and/or Hexagon representative, as applicable and identified in the Principle Contracting Document, or such substitutes as may hereafter be disclosed by proper notification.

### 14 Force Majeure.

Neither Party shall be deemed to be in default of any provision of the Master Agreement or an Order or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, criminal acts, acts of God, acts of civil or military authority, cyber-attack, labor disruption, civil disturbance, or any other cause beyond its reasonable control.

### 15 Place of Performance.

To the extent necessary, Customer agrees to provide appropriate work space and work place accommodations; computer equipment; software; access to relevant data, documents, plans, reports, and analyses; and necessary access to Hexagon personnel to perform work on an Order. To the extent work is performed remotely, Customer must provide VPN or secured remote connectivity (including a login and password) to all servers and workstations requiring installation/configuration by Hexagon.

### 16 Amendments.

Any and all amendments to the Master Agreement shall specifically reference the fact the amendment is intended to alter these Master Terms. No Order or Change Order shall affect these Master Terms.

### 17 Confidential Information.

The Parties agree not to disclose Confidential Information provided to it by the Disclosing Party to the maximum extent allowable under applicable law unless it first obtains the Disclosing Party's written consent to such disclosure. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this provision of the Master Agreement by the Receiving Party and the Disclosing Party may be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision of the Master Agreement but will be in addition to all other remedies available at law or equity. The covenants set forth herein and the rights and obligations related thereto shall continue for a period of five (5) years from the date of disclosure.

## 18 Personal Data.

18.1 Where Personal Data is provided by the Customer to Hexagon, the Customer shall act as the data controller and shall be responsible for complying with all applicable data protection laws. Hexagon shall act as the data processor in respect of such Personal Data and shall process the Personal Data in accordance with applicable data protection laws. The Customer acknowledges and agrees that Hexagon is not capable of being a data controller due to Hexagon's inability to determine the purpose and means of the processing of Personal Data provided by Customer to Hexagon. To the extent that: (a) Personal Data of Users or Authorized Cloud Users provided by the Customer to Hexagon pursuant to the Master Agreement is subject to the European Union General Data Protection Regulation 2016/679, as may be amended from time to time ("GDPR"); and (b) the Customer and Hexagon do not have a separate, written data processing agreement, then the Customer and Hexagon agree that the terms of Hexagon's Data Processing Addendum, as updated from time to time, found at: [https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA\\_LP\\_08-2019.pdf](https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA_LP_08-2019.pdf), shall apply.

18.2 Where Customer is responsible for providing Personal Data on behalf of Users or Authorized Cloud Users directly to Hexagon, Customer will secure and maintain all necessary consents and make all necessary disclosures before including Personal Data in Customer Data input to, or otherwise supplied to Hexagon. In the event Customer, including all its Users, does not consent to Personal Data being processed as a result of the Master Agreement, Customer acknowledges Hexagon may be unable to provide Services, Software Products, Maintenance Services, and/or Cloud Program (or part thereof).

18.3 Hexagon will only process Customer supplied Personal Data in accordance with the Customer's lawful instructions and to the extent and as necessarily required to provide the applicable goods and services under the Master Agreement and for no other purpose. Except as may be otherwise required by law, contract, or judicial order, after expiration or earlier termination of the Master Agreement, Hexagon will destroy all Customer-supplied Personal Data in accordance with applicable data protection laws.

18.4 If Hexagon supplies maintenance, support, or subscription services to Customer with respect to third-party products, and if the third-party supplier or proprietor of such requires Customer be party to any data processing agreement in connection therewith, and if Customer has not separately executed an instrument to satisfy such requirement, then Customer and Hexagon agree that the terms of the applicable third-party data processing agreement, as updated from time to time, found at [https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA\\_LP\\_08-2019.pdf](https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA_LP_08-2019.pdf), shall apply.

## 19 Assignment.

Neither Party shall assign, sublet, or transfer all or any portion of the Master Agreement, nor any interest in the Master Agreement, without the express written consent of the non-assigning Party, which consent may be granted or withheld in the sole discretion of the non-assigning Party. Notwithstanding the foregoing, Hexagon may assign its rights and obligations under the Master Agreement, without the approval of Customer to: (1) an Affiliate or (2) another business entity in connection with a merger, consolidation, or reorganization of Hexagon or any of its subsidiaries.

## 20 Export.

Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs is subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

- To Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine or any national of these countries or territories.
- To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the



United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List ([http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp)).

- To any entity if Customer knows, or has 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.
- To any entity if Customer knows, or has reason to know, that a reshipment contrary to United States law or regulation will take place.

Customer agrees to hold harmless and indemnify Hexagon and its Affiliates for any causes of actions, claims, costs, expenses and/or damages resulting to Hexagon from a breach of the export restrictions set forth in the Master Agreement by Customer or any User. Any questions regarding export or re-export of the Software should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, 35758, USA or at [exportcompliance@intergraph.com](mailto:exportcompliance@intergraph.com). If the Software Customer received is identified on the media as being ITAR-controlled, the Software has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations ("ITAR"). Export of the Software 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. The Software 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 the EULA included herein, a Software Product may be used in other countries or by other end users if prior written approval of DDTC is obtained.

If Customer is located outside the United States, Customer is responsible for complying with any local laws in Customer's jurisdiction which might impact Customer's right to import, export or use the Software, and Customer represents that Customer has complied with any and all regulations or registration procedures required by applicable law related to the use and importation of the Software Products.

## 21 Non-Solicitation of Employees.

Customer agrees it will not, without the prior written consent of Hexagon, solicit any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the Term and for a period of twelve (12) Months after the Master Agreement expires or is terminated.

## 22 Miscellaneous.

22.1 Authority. Each Party represents and certifies to the other Party it has the requisite legal authority to enter into and be bound by the Master Agreement and all Orders arising from the Master Agreement.

22.2 Survival. In addition to other provisions that are specifically identified as surviving termination of this Master Agreement, the rights and obligations in sections titled "IP Ownership", "Limitation of Liability", "Dispute Resolution", "Confidential Information", "Export", and the terms of any license or access granted pursuant to the Master Agreement (including, but not limited to, Exhibit A, Exhibit D, and/or Exhibit E), shall survive and continue after expiration or termination of the Master Agreement, shall remain in effect until fulfilled, and shall apply to any permitted successors and assigns. Upon termination of the Master Agreement, the provisions of the Master Agreement, including those in the preceding sentence, which by their express terms survive termination, shall remain in full force and effect.

22.3 Waiver. The waiver by either Party of any of its rights or remedies in enforcing any action or breach under the Master Agreement in a particular instance shall not be considered as a waiver of the same or different rights, remedies, or actions for breach in subsequent instances.

22.4 Severability. If any provision of the Master Agreement or an Order is void, voidable, unenforceable, or illegal in its terms, but would not be so if it were rewritten to eliminate such terms that were found to be voidable, unenforceable, or illegal and such rewrite would not affect the intent of the provision, then the provision must be rewritten to be enforceable and legal.

22.6 Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in the Master Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

22.7 Governing Law. The Master Agreement shall for all purposes be construed and enforced under and in accordance with the laws of England and Wales. The Parties agree any legal action or proceeding relating to the Master Agreement shall be instituted in the courts of England and Wales. The Parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or

proceeding. The Parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Master Agreement.

22.8 Governing Language. The controlling language of the Master Agreement is English. If Customer received a translation of the Master Agreement into another language, it has been provided for convenience only.

The Parties confirm that the Master Agreement and all related documentation is and will be in the English language.

22.9 Independent Contractor. The Parties agree that Hexagon is an independent contractor, that nothing in the Master Agreement shall be construed as establishing or implying a relationship of master and servant between the Parties, or any joint venture or partnership between the Parties, and that nothing in the Master Agreement shall be deemed to constitute either of the Parties as the agent of the other Party or authorize either Party to incur any expenses on behalf of the other Party or to commit the other Party in any way whatsoever. Hexagon and its agents, employees, or subcontractors shall at no time be deemed to be agents, employees, or subcontractors of Customer, or be deemed to be under the control or supervision of Customer when carrying out the performance of its obligations in the Master Agreement. Without the prior written consent of Customer, Hexagon shall not carry on any activity that could be construed as being on behalf of Customer.

22.10 Limitation on Claims. Except as otherwise prohibited from applicable law, no claim, regardless of form, arising out of or in connection with the Master Agreement may be brought by Customer more than two (2) years after the event giving rise to the cause of action has occurred.

22.11 Anti-Bribery. Each Party hereby certifies it shall comply with all applicable laws in carrying out its duties under the Master Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act ("FCPA"). In particular, Customer, on behalf of itself and its Affiliates, and Hexagon, each severally represent and agree that: Such party is familiar with the FCPA and its purposes and agrees to comply with the acts. Specifically, such party is aware of and will comply with the FCPA's prohibition of the payment or the gift of any item of value, either directly or indirectly, to an official of a government, political party or party official, candidate for political office, or official of a public international organization, for the purpose of influencing an act or decision in his/her official capacity, or inducing him/her to use his/her influence with the government to assist a company in obtaining or retaining business for, with, or in that country or directing business to any person; Such party has not made, and will not make, payments to third parties which such party knows or has reason to know are illegal under the FCPA, or the laws of any applicable jurisdiction; The method of making payment to Hexagon as provided hereunder is not in violation of the law of any applicable jurisdiction. Either Customer or Hexagon has the right to terminate the Master Agreement upon any violation of the FCPA or similar laws by the other Party.

22.12 Hexagon Authority. BY ISSUANCE OF A QUOTE TO CUSTOMER WITHOUT THE WORD "DRAFT" OR SIMILAR MARKINGS OR DISCLAIMERS THEREON, HEXAGON REPRESENTS IT HAS THE REQUISITE LEGAL AUTHORITY TO ENTER INTO AND BE BOUND BY THE MASTER AGREEMENT AND THE ORDER INTENDED TO RESULT FROM THE QUOTE. BY EXECUTING THE QUOTE AND RETURNING IT TO HEXAGON, CUSTOMER REPRESENTS AND CERTIFIES TO HEXAGON IT HAS THE REQUISITE LEGAL AUTHORITY TO ENTER INTO AND BE BOUND BY THE MASTER AGREEMENT AND THE ORDER ASSOCIATED WITH THE EXECUTED QUOTE.

## 23 Entire Agreement.

The Master Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. Except as otherwise provided in the Principal Contracting Document, the Master Agreement supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of the Master Agreement. Any future representations, promises and oral agreements related to the products, product features, future product enhancements, product functionality, or services covered by the Master Agreement will be of no force or effect unless reduced in writing and made a part of the Master Agreement or an Order thereto. The Master Agreement may not be amended or modified unless so done in a writing signed by authorized representatives of both Parties. The pre-printed terms and conditions of Customer's PO or any other terms and conditions of a Customer PO shall be void, even if issued subsequent to the effective date of the Master Agreement, and shall not be deemed to constitute a change to the Master Agreement.

## EXHIBIT A

### END-USER LICENSE AGREEMENT

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**IMPORTANT—READ CAREFULLY:** This EULA is a legal agreement by and between User and Hexagon for the Software Product. Software Products are also subject to the Use Terms. Any software, including, without limitation, any open source components and/or Upgrades, associated with a separate end-user license agreement is licensed to User under the terms of that license agreement. Use Terms delivered with an Update or Upgrade of a Software Product shall apply to the Update/Upgrade. All use of the Software Product is subject to applicable Order Documents.

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**1.0 LICENSE GRANT.** Provided User is not in breach of any term or condition of this EULA, Hexagon hereby grants User a limited, non-exclusive license up to the quantity of Software Product licenses purchased by User to: (i) install and use the Software Product, in object code form only; (ii) use, read, and modify documentation prepared by Hexagon and delivered to User pursuant to the Order Documents; and/or (iii) view and/or use Hexagon audio-visual training materials provided to User pursuant to the Order Documents; provided all of the foregoing shall be strictly for User's internal use and strictly in accordance with this EULA and the applicable Order Documents. The license is non-transferable, except as specifically set forth in this EULA. User assumes full responsibility for the selection of the Software Product to achieve User's intended results, and for the installation, use and results obtained from the Software Product.

**2.0 UPDATES AND UPGRADES.** If the Software Product is an Update to a previous version of the Software Product, User must possess a valid license to such previous version to use the Update. Neither the Software Product nor any previous version may be used by or transferred to a third party. All Upgrades are provided to User on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the Upgrade. By using an Update, User (i) agrees to voluntarily terminate User's 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) acknowledges and agrees 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, User will take prompt action to install such Update as directed by Hexagon. If User fails to do so, User acknowledges that the Software Product may not work correctly or that User 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 User incurs because of User's failure to install such Update.

### **3.0 RIGHTS AND LIMITATIONS**

#### **3.1 The Following are Permitted for User's License:**

User 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. User may not transfer the rights to a backup copy unless User transfers all rights in the Software Product and license as provided for in Section 3.2.1. Any other copying of the Software Product, any use of copies exceeding the number of copies User has been authorized to use and has paid for, and any distribution of the Software Product not expressly permitted by this EULA, is a violation of this EULA and of federal and/or applicable governing law.

#### **3.2 The Following are Prohibited for User's License:**

- 3.2.1** User shall not sell, rent, license, lease, lend or otherwise transfer the Software Product, or any copy, modification, or merged portion thereof without Hexagon's express written consent for such transfer, which consent may not be unreasonably withheld. Any such unauthorized transfer will result in automatic and immediate termination of the license.
- 3.2.2** The Software Product is licensed as a single product. User shall not, and User shall not authorize anyone else to: (i) decompile, disassemble, or otherwise reverse engineer the Software Product; (ii) work around any technical limitations

in the Software Product; (iii) publish the Software Product for others to copy or use; (iv) 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; (v) re-use the component parts of the Software Product with a different software product from the one User is licensed to use or on different computers; (vi) circumvent any license mechanism or in the Software Product or the licensing policy; (vii) publish to a third party any results of benchmark tests run on the Software Product (viii) use or view the Software Product for any purposes competitive with those of Hexagon; (ix) use the Software Product except as expressly set forth in this EULA; and (x) unless otherwise specifically permitted in writing by Hexagon, use the Software Product outside the country in which it is licensed.

### **3.3 Fault Tolerance**

The Software Product is not one hundred percent (100%) fault-tolerant. Unless the Software Product's documentation expressly provides the contrary: 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"); and, User is 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. User hereby agrees not to use the Software Product in, or in connection with, any High-Risk Use. High Risk Use shall not mean use of the Software Product for purposes for which it is regularly marketed and sold (e.g. public safety and utility dispatch software may be used to dispatch police, fire, emergency medical services, and emergency utility services).

### **3.4 Licensing Mechanism Disclaimer.**

Without waiver of any of its rights herein, Hexagon may at its sole discretion provide User who is operating public safety Software Products a licensing mechanism to allow such Software Products to be available for use even when User has accessed all of its purchased licenses. Regardless of whether it receives the licensing mechanism, User acknowledges it is permitted to use the Software Products only up to the amount of licenses it has purchased. Any usage of Software Products beyond the amount purchased by User will be subject to the payment of additional fees by User to Hexagon at then current prices for the Software Products in like manner as provided in Section 6.2 (Audit).

## **4 USER OBLIGATIONS**

- 4.1 The Software Product may require User's 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 type of license and are available from Hexagon upon request.
- 4.2 User is responsible, and bears the sole risk, for backing up all systems, software, applications, and data, as well as properly using the Software Product.
- 4.3 At all times, User 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.
- 4.4 User shall comply with the Use Terms, including limitations that apply to specific types of licenses identified therein.

## **5 TERM.**

- 5.1 For a Perpetual License, this EULA is effective until terminated (a) by User, 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 User's breach of any of the terms hereof or User's failure to pay the appropriate license or subscription fee(s); (c) upon User's 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. User agrees upon the termination of this EULA 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.

- 5.2 For a Subscription License, this EULA is effective until the User's Subscription Term expires without being renewed; by Hexagon upon User's breach of any of the terms hereof or User's failure to pay the appropriate Subscription License fee(s); or the Subscription is otherwise terminated. User agrees upon the termination of this EULA or expiration of User's 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.

## **6. AUDIT.**

- 6.1 Hexagon shall have the right to:

6.1.1 Audit User's use of the Software Product and User's compliance with the provisions of this EULA during User's normal business hours. Hexagon will provide User with thirty (30) days prior written notice of an audit under this Section. Hexagon's right to conduct this type 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 User. During the audit, User shall allow Hexagon's personnel to be provided reasonable access to both User's records and personnel.

6.1.2 Obtain certain documentation from User, as follows. If the Software Product includes logging mechanisms intended to track usage volume or quantity, User shall transmit log files associated therewith to Hexagon upon Hexagon's demand and in accordance with Hexagon's reasonable transmission instructions. Hexagon will not demand the transmission of usage tracking log files more frequently than four (4) times in any calendar year.

- 6.2 In the event the results of the audit in Section 6.1.1 or the documentation provided by User in Section 6.1.2 indicate User has used unlicensed Software Products or quantities thereof, User agrees to promptly pay Hexagon: (i) the current list price for each unlicensed Software Product(s) used by User (ii) interest of two percent (2%) per month or the highest rate allowed by applicable law for each month, commencing with the initial month of unlicensed usage of the Software Product(s), and (iii) the costs for the audit in Section 6.1.1.

END OF EXHIBIT A

## **EXHIBIT B**

### **SUPPORT TERMS AND CONDITIONS FOR SOFTWARE**

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These terms and conditions (“Support Terms”) govern the provision of maintenance and support services by Hexagon with respect to Covered Products.

#### 1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the meaning set forth in the associated Exhibit titled “Common Terms Glossary.”

#### 2. TERM

- 2.1. Term. The Support Contract shall begin, retroactively (if applicable), on the first calendar day of the first Month of the Coverage Period and shall expire on the last calendar day of the last Month of the Coverage Period. The Coverage Period shall be for whole Months only.
- 2.2. Renewal. Prior to expiration of the Coverage Period, Hexagon may submit to Customer a renewal quote with pricing for extension of the Coverage Period. The Parties may extend the Coverage Period pursuant to Order Documents.
- 2.3. Lapse. In the event of a Lapse: (i) Hexagon shall, at any time, be entitled to discontinue Maintenance Services, in whole or in part, for the affected Covered Products; (ii) Hexagon shall be relieved of any previously provided pricing commitments or options for Maintenance Services, if any, related to time periods following the Lapse; and, (iii) Hexagon may permit Customer to reinstate support for Covered Products pursuant to Hexagon’s then current policies and practices, including any policies or practices related to payment of reinstatement fees.

#### 3. SCOPE OF COVERAGE FOR COVERED SOFTWARE PRODUCTS

Maintenance Services described in this Section apply to Covered Software Products only. Maintenance Services for Covered Third Party Products are separately stated.

Hexagon offers three levels of Maintenance Services for Covered Software Products, dependent upon the Software Product and other factors. Under all levels of Maintenance Service, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis of Defects. Under all levels of Maintenance Services, but only until the subject Software Product version reaches Version Limitation I or Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Defects. After a Software Product version reaches Version Limitation I, but only until the subject Software Product reaches Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Level One Defects only. The level of Maintenance Services for each Software Product is identified in the Order Documents, subject however to Version Limitations. Defect corrections provided by Hexagon shall, unless otherwise agreed by Hexagon, be delivered within Hexagon’s product releases, and in accordance with Hexagon’s standardized release cycles. Levels of Maintenance Services are as follows:

- 3.1. Advantage Support. Advantage Support will include and be limited to the diagnostic and Defect correction support as described above, and the following: Out-of-the-box functionality support via the support help desk (telephone or eService via Hexagon’s support website where available at <https://support.hexagonsafetyinfrastructure.com>); and, access to any applicable Hexagon problem knowledge base online self-help tool. Phone support is available Monday through Friday from 8AM – 5PM at Customer’s local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website or can be determined by contacting Customer’s local Hexagon office.
- 3.2. Standard Support. Standard Support will include and be limited to the following:
  - 3.2.1. All features of Advantage Support.

- 3.2.2. Access to available Updates of Covered Software Products. Hexagon will notify Customer when Updates are made available for any Covered Software Products for which Maintenance Service have been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Hexagon. Updates are shipped to Customer upon Customer request, logged in the Customer Support Web Site. Hexagon is not obligated to produce any Updates. For avoidance of doubt, a Customer's entitlement to Updates shall not include entitlement to any therein embedded or otherwise related module or function which is licensed and priced separately from Covered Product(s) for which Customer has purchased an entitlement to Updates.
- 3.3. Premium Support. Premium Support will include all features available under Standard Support (subject to Version Limitations). Additionally, for a Level 1 Defect, phone support is also available after-hours and on Hexagon-observed holidays.

3.4 Product Change Requests (also referred to as CR-E) will be reported in like manner as set forth in Section 3.1. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Covered Product(s) through an Update. Product Change Requests not accepted may be the subject of a separate contract between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to a Covered Product pursuant to a Product Change Request, any and all IPR resulting from the Update including the change or modification is and shall remain the property of Hexagon.

#### 4. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Maintenance Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

- 4.1. System Requirements. Customer is responsible for ensuring: the System Equipment and network infrastructure meet minimum system requirements specified by Hexagon and made available to Customer upon request; its System Equipment and network infrastructure are adjusted as required to accommodate Updates of Covered Products; compatibility of non-Hexagon provided products with products provided by Hexagon; and, its systems, software, and data are adequately backed up. Hexagon is not liable for lost data.
- 4.2. Hexagon Access and Customer Cooperation. Customer's system and/or System Equipment must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. Customer will permit Hexagon to electronically access Customer's system via SecureLink™, a tool providing secure, auditable remote access to Customer's system for Hexagon to effectively render Maintenance Services. Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Maintenance Services obligations. When reporting problems to Hexagon's support help desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed. Customer will carry out any reasonable instructions and will install any necessary patches, Defect corrections, or Updates. Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Maintenance Services ("Authorized Contacts"). Customer must assure Authorized Contacts have adequate expertise, training, and experience to provide professionally accurate descriptions of malfunctions and facilitate Hexagon's efficient response. Authorized Contacts must have successfully completed Hexagon product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact.

## 5. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of the Support Contract and may be available under separate Order at an additional charge (collectively “Excluded Services”):

- 5.1. Installation of any Covered Product, Update, or interface software.
- 5.2. Network configuration.
- 5.3. Configuration or customization of Covered Products to Customer or other third party requirements (except as necessary to remedy a Defect).
- 5.4. System-level tuning and optimization and system administration support.
- 5.5. Training.
- 5.6. Services required because the Authorized Contact is not available or is not trained.
- 5.7. On-site services (unless waived by Hexagon, in its sole discretion).
- 5.8. Services required due to modifications of Covered Products by Customer.
- 5.9. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer’s disregard of the installation and operating instructions according to the Documentation provided with the Covered Products.
- 5.10. Services required due to failure of software or hardware that is not a Covered Product.
- 5.11. Services required due to Customer’s use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer’s hardware or software.
- 5.12. Services required due to software or portions thereof that were incorrectly installed or configured (other than by Hexagon) or use in an environment inconsistent with the support environment specified by Hexagon, or used with peripherals, operational equipment or accessories not conforming to Hexagon’s specifications.
- 5.13. Services required due to cases of force majeure, especially lightning strikes, fire or flood, third-party criminal acts, or other events not caused through Hexagon’s fault.
- 5.14. Services required due to Customer’s failure to fulfill the Customer Obligations.
- 5.15. Services required due to faulty or incomplete Customer data.

## 6. COVERED THIRD PARTY PRODUCTS

Support and Updates of Covered Third Party Products shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Covered Third Party Products, and such Covered Third Party Products and related services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and updates for any Third Party Software that are not listed in the Order Documents as Covered Products must be obtained from the third party owner of the products or their designated representative.

## 7. REQUIRED COVERAGE

- 7.1. Multiple or Interdependent Licenses. If Customer holds multiple licenses for any Covered Product, all held licenses must be included as Covered Products in the Support Contract.
- 7.2. Prerequisite Licenses. All prerequisite licenses for Software Products necessary to operate the Covered Products, together with all licenses of Software Products interoperating with Covered Products in a single solution, must be included as Covered Products in the Support Contract.

## 8. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

- 8.1. Additions of Covered Products. Software Products licensed from Hexagon during the term of the Support Contract may be added as Covered Products, if such addition is addressed through additional related Order Documents. If Software Products are not added as Covered Products by



commencement of Production use thereof, Hexagon may permit Customer to add support, but subject to additional fees payable pursuant to Hexagon's then current policies or practices.

- 8.2. Removal of Covered Products from Maintenance. Either Party may provide written notice to the other Party at least sixty (60) calendar days prior to the end of any Coverage Period Anniversary of its intent to remove any individual Covered Products from the Support Contract at the end of the then current and contracted Coverage Period or any Coverage Period Anniversary. Neither Party may remove Covered Products except upon Coverage Period renewal or extension or Coverage Period Anniversary; provided that Hexagon may additionally remove Covered Products as part of a general discontinuance program at any time upon one hundred eighty (180) days' written notice. Customer may not remove from the Support Contract individual software licenses of a Covered Product for which Customer has multiple copies under Maintenance Services or for Covered Products that are being used interdependently, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that it surrenders and relinquishes all rights in and to the applicable Software licenses and the copies of the Covered Product for which Customer desires to cease Maintenance Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to resume usage of the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

## 9. PAYMENT

- 9.1. Terms of Payment. Charges for Maintenance Services are due and payable annually and in advance. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Software Products added during a Coverage Period shall be prorated to the remaining Months of the Coverage Period, in whole Month increments only, and such charges shall be due and payable in full upon receipt of invoice. Covered Third Party Products added during a Coverage Period are subject to Section 6 of these Support Terms.
- 9.2. Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under the Support Contract, (ii) under any other agreement between the Parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary, may not be rendered Maintenance Services until all past due charges are paid in full. The start of the Coverage Period shall not be postponed due to delayed payment of any charges.
- 9.3. Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days of the date on the invoice. Customer waives any right to dispute a charge or receive a credit for a charge for Maintenance Services that Customer does not report within such period.

## 10. CUSTOMER ACKNOWLEDGEMENTS

During the Coverage Period, Customer commits to the following:

- 10.1. Customer shall have reviewed the Order Documents and by executing the Order Documents confirms the Order Documents accurately reflects all Hexagon software in its possession or control
- 10.2. Customer acknowledges and confirms that for all Covered Products supported under the Support Contract, all licenses of a Covered Product for which Customer has multiple copies in its possession and all prerequisite licenses necessary to operate Covered Products, are accounted for in the Order Documents. If all like Covered Products or prerequisite software licenses are not accounted for in the Order Documents, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.
- 10.3. Customer acknowledges and confirms Maintenance Services provided herein shall be utilized only for the quantity of Covered Products licenses listed in the Order Documents.

- 10.4. Customer shall, and Customer shall cause each of Customer's employees and representatives to, comply with each and every term and condition of the EULA applicable to the Covered Products supported under the Support Contract.

## 11. ADDITIONAL TERMS

- 11.1. Software License. Any Updates furnished hereunder shall remain the property of Hexagon, Hexagon's Affiliate, or applicable third party, and are licensed in accordance with the then current Hexagon EULA, EULA of Hexagon's Affiliate, or third party SLA, which shall supersede any EULA or SLA associated with prior releases of the Covered Software Products or Covered Third Party Products. Upon Customer's request, Hexagon shall provide Customer with such EULA or SLA. Upon Hexagon's request, Customer agrees to execute a EULA or SLA, as applicable, for Covered Products.
- 11.2. Pass-Through Third Party Warranties. Covered Third Party Products are only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.
- 11.3. Remedies. In the event a warranted Maintenance Service, Covered Product, or Update provided pursuant to the Support Contract does not substantially comply with the limited warranties set forth in the Support Contract, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in the Support Contract.  
Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in the Support Contract, but in no other respects and for no other purpose.
- 11.4. WARRANTY DISCLAIMERS. In addition to the Warranty Disclaimer provided in the Master Terms, Hexagon does not warrant that any Services, Covered Products, and Updates provided pursuant to the Support Contract will meet Customer's requirements, and under no circumstances does Hexagon warrant that any Services, Covered Products, and Updates will operate uninterrupted or error or Defect free.
- 11.5. Third Party Providers. Hexagon reserves the right to provide Maintenance Services through a third party provider.

**EXHIBIT C**

***PROJECT DELIVERABLE SIGN-OFF FORM***

CUSTOMER NAME, UK or REPUBLIC OF IRELAND– PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

**TYPE OF DELIVERABLE**

SOW Tasks       Payments       Plans/Designs       Training       Other

**DELIVERABLE INFORMATION**

<b>DELIVERABLE DESCRIPTION</b> THIS SECTION DESCRIBES THE DELIVERABLE	<b>\$AMOUNT OF PYMT</b> (If applicable)
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With the deliverable described above complete, the Customer shall have ten (10) working days after receipt of a written request from Hexagon, to either sign-off that the deliverable has been met or state in writing to Hexagon the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Contract between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) working day period then the deliverable will be deemed to have been signed off.

The signature below acknowledges that the deliverable described in the Contract and listed above meets all of the appropriate criteria and supersedes all prior requirements for this item.

Customer acknowledges completion of this payment milestone according to the Contract Payment Milestone Schedule and provides authorization to invoice this milestone.

**Authorized Customer Representative**  
**Customer Contact Name**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**EXHIBIT D**  
**CLOUD PROGRAM CONDITIONS**

These terms and conditions (“Cloud Conditions”) govern the provision of the Cloud Program by Hexagon to Customer under a Cloud Program Sale Order

1 **DEFINITIONS.** Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

2 **SCOPE OF CLOUD PROGRAM.**

2.1 From the Cloud Program Start Date and for the duration of the Cloud Term, Hexagon will provide the License Key(s) to Customer in the amount specified in the Quote with respect to the Cloud Program purchased by Customer to use the Cloud Program subject to the provisions of these Cloud Conditions. Except for the Cloud Services, no other service, including Cloud Consulting Services, are provided by Hexagon pursuant to a Cloud Program Sales Order.

2.2 Hexagon may from time to time provide or otherwise make available Local Software. Local Software may include mobile applications obtainable from an online applications store, applications owned by a third-party, or other facilitating applications. In the event Hexagon provides or makes available such applications, the same shall be made available to Customer and owned by Hexagon (or the relevant third party), and used subject to these Cloud Conditions. If not sooner terminated, the license to use such Local Software shall terminate upon expiration of the Cloud Term.

3 **CLOUD SERVICES AUTHORIZATION.**

During the Cloud Term, Hexagon grants Customer and its Affiliates the right to access and use components of the Cloud Program listed in the quantities reflected on the Quote solely for Customer’s and Affiliates’ own internal business purposes and subject to these Cloud Conditions

4 **TERM, TERMINATION AND SUSPENSION.**

4.1 The Cloud Program Sale Order commences on the Effective Date and shall continue for the Cloud Term, unless earlier terminated in accordance with the Master Terms and these Cloud Conditions. To the extent any optional renewals are identified in the Quote, the Customer must issue a PO or a notice to proceed to extend the Cloud Term and at the prices set forth in the Quote not less than sixty (60) days prior to the end of the Cloud Term. Prior to the end of the Cloud Term, the Customer may renew the Cloud Program Sale Order and/or have Customer Data Offboarded.

4.2 In addition to the rights and remedies set forth in the Master Terms, once notified in writing of the overdue payment, Customer acknowledges Hexagon may, without further notice, reduce the Cloud Services to the lowest tier of Cloud Services offered by Hexagon. During such time, Hexagon or the Third Party Service Provider is not obligated to facilitate or provide any services related to Onboarding or Offboarding. Without waiver of its right to terminate the Master Agreement and/or Cloud Program Sale Order or seek additional remedies, if full payment has not been received by Hexagon within thirty (30) days following written notice, Hexagon may suspend providing the Cloud Program to Customer until all outstanding Cloud Program Fees together with any applicable interest has been paid to and received by Hexagon. For avoidance of doubt, and without limitation, if Hexagon suspends providing the Cloud Program to Customer for non-payment, Customer shall have no right to access or use Cloud Applications, software applications provided by Hexagon which are incidental to the Cloud Program, Third Party Software Products, Cloud Services, Cloud Optional Services, or any goods, services, or benefits to be provided by Hexagon hereunder. Suspension of the Cloud

Program for non-payment shall not prejudice Hexagon's rights hereunder or relieve Customer from the obligation to pay Cloud Program Fees associated with the period of suspension.

4.3 Termination shall not relieve the Customer of the obligation to pay any Cloud Program Fees accrued or payable to Hexagon prior to the date of termination. Unless otherwise agreed to in writing by Hexagon, in the event Hexagon terminates a Cloud Program Sale Order due to any of the conditions set forth in Section 4.2 above, then under no circumstances whatsoever shall Customer be entitled to any refund of Cloud Program Fees paid in advance to Hexagon pursuant to the terms of the Master Agreement.

**5 AVAILABILITY.** Hexagon shall reasonably endeavor to deliver Availability in accordance with the Service Level specified in the applicable Cloud Services Schedule. "**Availability**" or "**Available**" means the ability to connect to the Cloud Portal, connect to the Customer Cloud Environment for Production, launch Cloud Application(s), and access Customer Data contained in the Customer Cloud Environment for Production. Availability does not include the availability of third-party portals or Cloud Optional Services. Availability of Cloud Application(s) shall be determined by launching the main application for the applicable Cloud Application. For purposes of calculating Availability time, the following is excluded: time expended for Planned Maintenance; downtime required to perform Cloud Consulting Services; time expended due to the inability for Customer to connect to the Cloud Portal due to problems with the Customer's infrastructure or the internet; and, time expended due to any other circumstances beyond Hexagon's reasonable control, including Customer's or any User's use of third-party materials or use of the Cloud Program other than in compliance with the express terms of the Master Agreement and Hexagon's reasonable instructions (collectively "Exception(s)")

**6 CRITICAL SERVICE LEVELS.** The purchased Service Level classifications are set forth in the Cloud Service Schedule. "**Service Operational Time**" means the time, expressed in a percentage as set forth below, that the Cloud Application is Available for a given Month during the service. The method of calculating the Service Operational Time is:

$$\frac{\text{Hours of Cloud Program Availability for a given Month}}{\text{Hours of Cloud Program Availability} + \text{downtime hours for such Month which are not related to an Exception}} \times 100$$

## **7 SERVICE CREDITS**

7.1 If in any Month the Service Operational Time in a Cloud Environment for Production falls below the purchased Service Level (a "**Service Incident**"), a "Return to Green Plan" shall be initiated for the Customer's Environment for Production. Hexagon shall have: (i) the remainder of the Month in which the Customer notified Hexagon of the Service Incident by way of a Cloud Service Request, which notified Hexagon of the problem which resulted in the Service Operational Time falling below the applicable Service Level, *plus* (ii) one (1) additional Month (collectively, the "**Go Green Period**"), to return the Service Operational Time to such Service Level.

7.2 Subject to Section 7.3 below, if the Service Operational Time does not rise to the applicable Service Level within the Go Green Period, then the Service Credit provided in the Cloud Service Schedule will be applied against each Month in which the Service Operational Time remains below such Service Level.

7.3 Service Credits apply:

7.3.1 Only as specified within the Cloud Services Schedule;

7.3.2 Only to the extent that the affected Customer Environment is used in Production;

7.3.3 In strict accordance with Section 5;

7.3.4 Only if a Customer has logged a Cloud Service Request which notified Hexagon of the problem that causes the Critical Service Level to fall below the identified Availability percentage in the Cloud Services Schedule (“Green”); and

7.3.5 Only where Customer is compliant with the AUP.

7.4 To the extent applicable and properly noticed by Customer in accordance with Section 7.1 above, Service Credits shall be credited against the next invoice until such applicable Service Credits have been used. If the Master Agreement is terminated or Customer elects not to renew the Master Agreement before an ensuing invoice is issued, then such Service Credits are forfeited. Customer shall have no right to receive any monetary remuneration in exchange for unused Service Credits. Notwithstanding anything herein to the contrary, in no event shall Service Credits for any given year during the Term exceed twenty percent (20%) of the amount of Cloud Program Fees payable by Customer to Hexagon pursuant to the Quote for the annual period in which the Service Credit accrued.

7.5 The Customer’s exclusive remedy for not meeting the Critical Service Level specified in the Cloud Services Schedule shall be the Service Credits as set forth in this Section.

## **8 CLOUD SERVICES SUPPORT.**

8.1 As part of Cloud Services, Hexagon will provide the Cloud Services Support described within this Section 8.

8.2 Cloud Services Support is available at the times specified in the applicable Cloud Services Schedule. Cloud service requests and Product Change Requests can be directed by an Authorized Cloud User to Hexagon by: (i) the support website (<https://support.hexagonsafetyinfrastructure.com>), or (ii) telephoning Hexagon support at the times permitted within the Cloud Services Schedule.

8.3 When reporting a Cloud Service Request, if an Error, an Authorized Cloud User shall assign the Cloud Service Request a priority level based upon the criteria set forth in the support website (<https://support.hexagonsafetyinfrastructure.com>). The Authorized Cloud User shall provide a brief justification as to the criticality of the Cloud Service Request and a description of the Error giving rise to the Cloud Service Request, to include a statement of steps necessary to produce the error. Hexagon shall respond to the Cloud Service Request and provide commercially reasonable efforts to aid and address the Cloud Service Request. If Hexagon disagrees with the priority of the Cloud Service Request, it shall discuss the matter with Customer, but Hexagon, in its sole discretion, reserves the right to revise the initially reported priority level of the Cloud Service Request.

8.4 Product Change Requests will be reported in like manner as set forth in Section 8.3. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Cloud Program. Product Change Requests not accepted may be the subject of a separate contract between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to the Cloud Program pursuant to a Product Change Request, any and all IPR resulting from such change or modification is and shall remain the property of Hexagon.

8.5 Customer acknowledges and agrees that, as part of providing Cloud Services Support, Hexagon is permitted to make necessary changes to the Cloud Program without notice if necessary to perform Emergency Maintenance. Hexagon shall be permitted to access the Customer Cloud Environment in the event Hexagon deems Emergency Maintenance is necessary.

8.6 As it relates to, and only to, Local Software which is listed on the Quote, Hexagon shall provide support in like manner as is provided for Cloud Applications except Customer will permit Hexagon to electronically access the Local Software in the Local Environment via SecureLink™. SecureLink™ is a tool for providing secure, auditable remote access to the Local Software in order for Hexagon

support personnel to effectively troubleshoot and address Errors related to Local Software. Support for Local Software listed on the Quote is included within Cloud Services Support except as is otherwise rendered commercially unreasonable due to the Local Software being hosted by Customer.

8.7 Except as otherwise necessary, as determined by Hexagon in its sole discretion, to satisfy the requirements of Sections 8.3 and 8.4, Cloud Services Support does not include: (i) training; (ii) configuration of Cloud Application(s), Cloud Optional Services, Cloud Portal, Third Party Software Products, Software Products, or other components of the Cloud Program; (iii) Customer Cloud Administration; (iv) programming or software development; (v) modifications to the Cloud Applications or Cloud Optional Services not accepted as a Product Change Request; (vi) onsite services; or (vii) services required because Customer has not performed its obligations under the Master Agreement.

## 8.8 Upgrades or Updates.

8.8.1. As part of Cloud Services Support, Customer is entitled to receive all updates and upgrades to the purchased Cloud Application(s) and Local Software that Hexagon makes available. Cloud Consulting Services may be necessary to upgrade or update Cloud Optional Services, which is not part of Cloud Services Support.

8.8.2. From time to time, Hexagon may notify Customer through the Cloud Portal or support website (<https://support.hexagonsafetyinfrastructure.com>) that Hexagon has developed an upgrade or update for the purchased Cloud Application(s) and intends to deploy said update or upgrade, including any applicable Third Party Software Products. On the date specified in the notification, Hexagon will deploy the update or upgrade to the Cloud Development Environment for Customer testing and review, which Customer shall complete within the time prescribed in the notification of the availability of the update or upgrade, but not less than thirty (30) days thereafter (the "Testing Period"). In the event no Material Adverse Effect is reported by Customer within the Testing Period, then on a subsequently specified date by Hexagon, Hexagon will, at its discretion, deploy the update or upgrade to Customer Cloud Environment for Production.

8.8.3. In the event Customer provides written notice to Hexagon, within the Testing Period, of Customer's characterization of a Material Adverse Effect as a result of Customer's testing of the upgrade or update in accordance with Section 8.8.2 above, and Hexagon agrees and acknowledges such Material Adverse Effect, Hexagon shall discuss the matter with Customer and use commercially reasonable efforts to address any reasonable workarounds to such Material Adverse Effect, such agreed upon workaround to be subject to the same testing protocols set forth in Section 8.8.2 and this Section 8.8.3; provided, however, that Hexagon, in its sole discretion, reserves the right to deploy the update or upgrade to Customer Cloud Environment for Production: (i) if resolution cannot be reached between the Parties with respect to a reasonable workaround for such Material Adverse Effect within thirty (30) days from the expiration of the Testing Period, or (ii) if Hexagon disagrees with the existence of such Material Adverse Effect.

8.8.4 As it relates to implementing updates or upgrades for Local Software that is included within the Cloud Program, Customer shall permit Hexagon to electronically access the Local Software on Customer's System Equipment via SecureLink to implement the Update in conjunction with the updating or upgrading of the Cloud Applications and provide any other reasonable support and cooperation required by Hexagon to upgrade or update the Cloud Program.

## 9 CUSTOMER RESPONSIBILITIES.

- 9.1 Customer shall be responsible for all activities that occur in Authorized Cloud User and User accounts, including, but not limited to, its Affiliates' accounts, and for Authorized Cloud Users' and Users' compliance with the Master Agreement. Customer shall:
- 9.1.1 Have sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer Data that is placed into the Customer Cloud Environment;
  - 9.1.2 Use commercially reasonable efforts to prevent unauthorized access to or use of Cloud Program, including preventing utilization of more Credentials than otherwise reflected by the License Key(s) set forth in the Quote, and notify Hexagon of any such unauthorized access or use;
  - 9.1.3 Provide and maintain its own System Equipment, third party software, networks, internet access, and communication lines, including any public lines required to properly access the Cloud Portal and use the Local Software, including content or data and ensure such meet the minimum standards required to interoperate with the Cloud Program as communicated by Hexagon to Customer via the Cloud Portal or as otherwise determined by Hexagon; and
  - 9.1.4 Abide by and comply with the Acceptable Use Policy, Documentation, and other requirements of these Cloud Conditions.

## 10 CLOUD SERVICE PROGRAM FEES.

- 10.1 Generally. Subject to Section 10.2 below, in consideration of the Cloud Program provided by Hexagon, Customer shall pay to Hexagon the Cloud Program Fees as set forth in the Quote at the time(s) specified in Section 11.
- 10.2 Fee Adjustment. On or about the Cloud Anniversary, Hexagon may review the Customer's usage of the Cloud Program to determine whether an adjustment is appropriate to align with Customer's actual usage of the Cloud Program. Hexagon's review of the Customer's usage of the Cloud Program is intended to evaluate whether the Customer's usage is consistent with the number of License Key(s) purchased for the applicable year as reflected in the Quote. If the usage shows the Customer has used more License Key(s) than are specified in the Quote, then Customer shall pay Cloud Program Fees corresponding to the number of License Key(s) used in excess of the quantity reflected in the Quote as part of its payment of the subsequent year's Cloud Program Fees. Regardless of when during the Cloud Term the following should occur, to the extent the Customer's usage of the Cloud Application(s) exceeds the number of License Key(s) reflected in a Quote by more than five percent (5%; excluding the time corresponding to shift changes and Catastrophic Events) then Hexagon shall be immediately entitled to invoice Customer for the number of License Key(s) used in excess of the amount specified in the Quote, and the Customer shall pay the amount specified in the invoice in accordance with the Master Terms.

## 11 TERMS OF PAYMENT.

Cloud Program Fees will be invoiced on an annual basis. The invoice corresponding to the first year of Cloud Program Fees shall be provided to Customer upon Hexagon's issuance of License Key(s) to Customer. For purposes of clarity, once the first License Key(s) is issued, the Fee will be due and payable. Invoices for subsequent years included within the Cloud Term as specified in the Quote (as may be adjusted pursuant to Section 10.2 above) will be issued prior to the Cloud Anniversary.

## 12 ACCEPTABLE USE POLICY (AUP).

- 12.1 The AUP forms part of these Cloud Conditions and is incorporated by reference. It may be found at the following site: [https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/AUP/Cloud\\_AUP-L.pdf](https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/AUP/Cloud_AUP-L.pdf). The Customer and any Authorized



Cloud User or User shall comply with the AUP. A User or Authorized Cloud User will be prompted with review and acceptance of the AUP to gain access to the Cloud Application(s). Any update to the AUP will require each User or Authorized Cloud User to re-accept the modified AUP. Failure to comply with the AUP may result in the suspension of the Cloud Program or termination of the Cloud Program Sale Order as provided in Section 5 of the Master Terms. During any period of suspension, the Customer will still be liable for payment of the applicable Cloud Program Fees.

- 12.2 Hexagon reserves the right to change the AUP at any time, but to the extent within the control of Hexagon, it will give Customer thirty (30) days' notice in accordance with the Master Terms and the Principle Contracting Document of any such changes by posting notice of the upcoming change in the AUP on the Cloud Portal or as otherwise determined by Hexagon, unless otherwise required by law or where a Third Party Service Provider requires a change to be made to the AUP and is unable to provide such period of notice. If a Third Party Service Provider requires a change to be made to the AUP, Hexagon shall provide the equivalent period of notice as is provided by the Third Party Service Provider to Hexagon.
- 12.3 Without waiver of any other requirement or limitation set forth herein, Customer's use of any third party software in conjunction with the Cloud Application, Cloud Optional Services, and Hexagon Software Products that is not certified by Hexagon to operate in conjunction with the same is solely at Customer's risk. Addressing service requests arising from the use of uncertified third party software is not included within Cloud Services Support or the Cloud Program.

### **13 OWNERSHIP AND INTELLECTUAL PROPERTY.**

- 13.1 In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Cloud Application(s), Cloud Optional Services, the Software Products, Local Software, Documentation written by Hexagon, and any other data and information provided as part of the Cloud Program (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Cloud Program. Customer and its Affiliates do not have, and shall not attempt to decompile, disassemble, or otherwise attempt to gain access to any source code for the Cloud Application, Cloud Optional Services, any other Hexagon Software Product, or Third Party Software Products. Customer, for itself and its Affiliates acknowledges and agrees the Cloud Program is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Cloud Program or any component thereof except as expressly permitted by Hexagon. Without Hexagon's express, written permission, Customer shall ensure that no User transfers or assigns any Credentials to any other person or entity that is not an employee of Customer.
- 13.2 Customer and its Affiliates, respectively, shall retain their respective full ownership and all rights associated therewith solely to Customer Data to the extent they owned IPR to said information, as well as work product input or output generated by the Cloud Program. This ownership shall not extend to any formats or other intellectual property provided by Hexagon under the Master Agreement that makes a particular data file intelligent or that structures output, said formats and intellectual property which shall remain the property of Hexagon or the respective third party that owns said format or intellectual property.

### **14 PERSONAL DATA.**

- 14.1 Hexagon reserves the right, but does not assume the obligation, to investigate any violation of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program. Hexagon may: (a) investigate violations of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program; and (b) remove, disable access to, or modify any content or resource that violates this Exhibit D (Cloud Program Conditions) and/or AUP. Hexagon may report any activity that Hexagon suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Hexagon's

reporting may include disclosing appropriate information related to Customer or any User. Hexagon also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Exhibit D (Cloud Program Conditions) and/or AUP.

- 14.2 Unless a Customer Specified Data Center(s) is included in the Cloud Services as identified in the Quote, Hexagon and its Third Party Service Provider shall have sole discretion of the location of the Data Center(s).

## **15 SECURITY & BREACH NOTIFICATION.**

- 15.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents.
- 15.2 Hexagon Response to Security Incident. The following will apply in the event of a Security Incident:
- 15.2.1 Hexagon will provide a Security Incident report to the Customer or its Affiliates (as applicable) via the Cloud Portal, support website, or otherwise. The report shall be provided as soon as practicable following discovery and investigation of a Security Incident.
- 15.3 Additional Requirements for Personal Data. With respect to any Personal Data in the possession or under the control of Hexagon, which does not include Customer Data within the Customer Cloud Environment, and in order to protect Personal Data from unauthorized access, destruction, use, modification or disclosure, Hexagon shall:
- 15.3.1 Develop, implement, and maintain reasonable security procedures and practices appropriate to the nature of the information to Personal Data from unauthorized access, destruction, use, modification, or disclosure; and
- 15.3.2 Develop, implement and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of Hexagon's business and the nature and scope of Hexagon's activities to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure.

## **16 WARRANTIES, DISCLAIMER AND INDEMNITIES.**

- 16.1 During the Cloud Term, Hexagon does not warrant the Cloud Application(s) purchased by Customer will meet the Service Level specified in the applicable Cloud Services Schedule. The Cloud Program may be subject to limitations, delays and other problems inherent in the use of the internet, electronic communications, and Customers' IT infrastructures. Hexagon will not be responsible for any delays, delivery failures, or other damage.
- 16.2 Hexagon does not warrant the Cloud Application(s) and Third Party Software Products accessed via Cloud Services will perform substantially in accordance with the Documentation provided. To the extent an Error should be discovered, Customer shall report such Error to Hexagon as provided in Section 8 of the Cloud Program Conditions and Hexagon will respond as provided therein.
- 16.3 Cloud Services will use industry standard Virus detection software to avoid transmission to the Customer, its Affiliates, any Viruses (except for any Viruses contained in Customer Data uploaded or Onboarded by Customer).
- 16.4 Hexagon does not warrant the Cloud Program (to the extent accessed by Customer under the Master Agreement) will meet the Customer's or any of its Affiliate's requirements or that it will run uninterrupted or be Error free. Customer and its Affiliates are responsible for the results obtained from the use of the Cloud Program.

16.5 The warranties set forth herein are in lieu of all other warranties, expressed or implied, and represents the full and total warranty obligation and/or liability of Hexagon

**17 ACCESS TO THE MASTER AGREEMENT BY CUSTOMER'S AFFILIATES.**

If an Affiliate accesses or utilizes any or all components of the Cloud Program, the Affiliate shall be deemed to have agreed to be bound by the terms and conditions of these Cloud Program Conditions. In accessing the Cloud Program (or any part thereof), the Affiliate represents to Hexagon it has entered into an agreement with Customer by which it is permitted to use the Cloud Program and be bound to the terms herein. Except for Affiliates and employees of Affiliates, no other person, including any third parties not authorized by Hexagon, may access the Cloud Program or be provided with Credentials.

END OF EXHIBIT D

**EXHIBIT E**  
**SUBSCRIPTION TERMS AND CONDITIONS**

These Subscription Terms and Conditions (“Subscription Terms”), govern the licensing and support for the Subscription.

1. **DEFINITIONS.** All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit F (Common Terms Glossary).
2. **SERVICES PROVIDED.**
  - 2.1 **Access.** Subject to an Order for a Subscription License Sale and these Master Terms, including Exhibit A (End User License Agreement), Hexagon will make the Subscription Licenses available to Customer for Customer’s use during the Subscription Term. Any renewal or extension of the Subscription Term shall be subject to such terms and product components as reflected in the applicable renewal or extension Quote issued by Hexagon (the “***Renewal Quote***”). Customer acknowledges and agrees that Customer shall compensate Hexagon for Customer’s continued use of a Subscription after expiration or termination of a Subscription Term, at a rate equitably and proportionately calculated based upon the Renewal Quote and based upon the period of such extended use; *provided that* if no Renewal Quote is issued prior to expiration or termination of the Subscription Term, the initial Quote shall be substituted in the calculations set forth in this Section 2.1.
    - 2.1.1 As it pertains to Metered Licenses, the Customer’s right to use the Metered Licenses shall end upon the earlier of: (i) expiration of the Subscription Term, or (ii) Customer’s use of the its allotment of units of service as set forth in the Quote.
  - 2.2 **Maintenance and Support.** During the applicable Subscription Term, Hexagon will provide maintenance services and support to the Customer for the Subscription Licenses in accordance with Exhibit B (Support Terms and Conditions) of these Master Terms.
  - 2.3 **Services.** These Subscription Terms only provide for the licensing and support of the Subscription. If the Customer desires for Hexagon to provide Services for implementation, configuration, training, or other work in relation to the Subscription, then Customer may contract with Hexagon pursuant to these Master Terms for Services under a separate Order.
3. **INVOICES.** Hexagon shall invoice Customer for the amount set forth in the Quote upon delivery of or access having been provided to the Subscription Licenses identified in the Quote. To the extent the Quote includes multiple types of Subscription Licenses, Hexagon shall invoice the Customer once the first type of Subscription License is allowed to be invoiced as provided in this section.
4. **CUSTOMER OBLIGATIONS.**
  - 4.1 **Customer Control.** Customer’s and its authorized Users of the Subscription shall at all times comply with Exhibit A (End User License Agreement). Customer will be solely responsible for administering and monitoring the use of login IDs and passwords provided by Customer to authorized Users pursuant to the Subscription, or by Hexagon on behalf of Customer. Upon the termination of employment of any authorized User, Customer will terminate that individual’s login ID and password. Hexagon is not responsible for any damages resulting from Customer’s failure to manage the confidentiality of its login ID and passwords and Customer is responsible for any actions arising out of use or misuse of Customer’s login IDs.
  - 4.2 **Security.** Customer shall take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Hexagon IP by Customer, Customer’s employees, consultants, agents, or any other third parties authorized by Customer to access the Subscription on Customer’s behalf.

END OF EXHIBIT E

**EXHIBIT F**  
**COMMON TERMS GLOSSARY**

**“Activity”** or **“Activities”** means a single work activity/event or collection of work activities/events by a Party or by both Parties under a specified Task.

**“Affiliate”** means, for business entities, the parent business entity of a Party and any business entities in which a Party or its parent company directly or indirectly holds a controlling ownership interest. “Affiliates” means, for government entities which are Customers, an entity which has entered into an intergovernmental agreement with Customer which: (i) relates to or addresses the subject matter of the Principle Contracting Document; and (ii) was disclosed to, and acknowledged by, Hexagon (A) prior to the Effective Date for any existing intergovernmental agreements, and (B) prior to any renewal date of such Principle Contracting Document for any intergovernmental agreements entered into after the Effective Date. “Control” for the purposes of this definition means that Customer owns in excess of fifty percent (50%) of the ownership interest of the Affiliate or owns a majority of the voting shares of the Affiliate.

**“Acceptable Use Policy (AUP)”** means the Acceptable Use Policy identified as such within Exhibit D (Cloud Program Conditions)

**“Authorized Cloud User”** means an individual user authorized by the Customer to use an entire Cloud Program on behalf of the Customer and for whom an account is set up by which the Authorized Cloud User can utilize Cloud Services Support and log Cloud service requests and Product Change Requests.

**“Beta Software”** means any version of Software prior to a generally available commercial release of such Software.

**“Business Day”** means any day other than a weekend or public holiday in the country listed on the Quote.

**“Catastrophic Event”** means a rare circumstance in which mass casualties and/or significant property damage has occurred or is imminent (e.g. September 11th, hurricanes, earthquakes greater than 6.1 on the Richter scale)

**“Change Order”** means a document executed or accepted in writing by both Parties that modified the scope, price, milestones, and/or project schedule of an Order

**“Cloud Anniversary”** means the anniversary of the date on which Hexagon provided the License Keys to Customer.

**“Cloud Application(s)”** means the Hexagon Software Product(s) made available by Hexagon through the Cloud Portal as part of the Cloud Program.

**“Cloud Consulting Services”** means Services that relate to the Cloud Program including, but not limited to, implementation, configuration, customization, data conversion, Onboarding, design, training, and or enhancement of the Cloud Program.

**“Cloud Cutover”** means the point in time when Customer first uses the Cloud Program for its generally marketed purpose.

**“Cloud Development Environment”** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purpose of making modifications, as specifically permitted herein, to the Cloud Application. For purposes of clarity, the Cloud Development Environment cannot be used in production or for training purposes.

**“Cloud Environment”** means the collection of remote environments provided to Customer on which the Cloud Application(s) operates that is supported by Hexagon.

**“Cloud Optional Services”** means those certain Hexagon Software Products that provide ancillary functionality or capability to the Cloud Applications, including, but not limited to, interfaces and custom forms and functionality. Unless specific Cloud Optional Services are identified in the Quote with a corresponding purchase commitment from Customer, Cloud Program does not include Cloud Optional Services.

**“Cloud Portal”** means the website through which Customer accesses and uses the Cloud Program. The Cloud Portal provides access to the Cloud Program according to Customer’s rights, and further provides access to additional Cloud Services, as made available by Hexagon.

**“Cloud Program”** means the combination of Cloud Services, Cloud Application(s), Local Software, Third Party Software Products, and Cloud Optional Services provided pursuant to the Principle Contracting Document. The components of the Cloud Program are specifically identified in the Quote and for purposes of this definition shall mean only those components and not any other components not specifically listed in the Quote.

**“Cloud Program Fees”** means, collectively, any of the fees payable by Customer to Hexagon for the Cloud Program (or any part thereof).

**“Cloud Program Sale”** means a type of Order providing access to the Cloud Program for the Cloud Term to the Customer. This type of Order does not include the sale of Software Product licenses or Services.

**“Cloud Program Start Date”** means the date on which the first License Key(s) are provided to the Customer. For Cloud Program Fees purposes, Cloud Program use by Customer will be assumed to be for the entire Month in which the Cloud Program Start Date falls regardless of the actual date in such Month that access to the applicable Cloud Application began.

**“Cloud Services”** means the services, service levels, Cloud Services Support, Customer Cloud Environment, and Third Party Service Provider’s hosting services (which are more particularly described in the Cloud Services Schedule(s) attached to the Quote), for Cloud Application(s), Cloud Optional Services, and Third Party Software Products and ordered by the Customer.

**“Cloud Service Request”** means a request made to the first level support service to diagnose and address an Error in a Cloud Application or to report the purchased Cloud Application(s) is not Available.

**“Cloud Services Schedule”** means a document titled “Cloud Services Schedule” attached to the Quote containing additional details regarding the Cloud Services being provided to Customer with respect to the applicable Cloud Program components purchased by Customer, including: (i) Customer Data backup frequency, and, (ii) level of redundancy for the Customer Cloud Environment.

**“Cloud Services Support”** means the service specified as such in the Cloud Services Agreement through which Customer can report Cloud Service Requests and Product Change Requests.

**“Cloud Staging Environment”** or **“Cloud Testing Environment”** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purpose of testing modifications, as specifically permitted herein, to the purchased Cloud Application(s). For purposes of clarity, the Cloud Staging Environment cannot be used in production or for training purposes.

**“Cloud Term”** means the duration of a Cloud Program Sales Order.

**“Cloud Training Environment”** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purpose of training users on the operation and use of the purchased Cloud Application(s). For purposes of clarity, the Customer shall only be entitled to a Training Environment as part of the Cloud Program if such is purchased by Customer and noted on the Quote.

**“Confidential Information”** means any data or information, tangible or intangible, disclosed or made available by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) that the Disclosing Party considers confidential or proprietary and is not generally known in the industry or to competitors of the Disclosing Party and which shall include: (i) tangible information marked by the Disclosing Party with the word “Confidential” or otherwise identified by an appropriate stamp or legend indicating its confidential nature; (ii) Confidential Information disclosed orally or visually and identified by the Disclosing Party as confidential when disclosed, and confirmed by the Disclosing Party in a written notice within thirty (30) days following disclosure, which notice shall include markings similar to those outlined above; and (iii) all other information that, notwithstanding the absence of markings or designations, would be understood by the Parties, exercising reasonable business judgment, to be confidential. The term Confidential Information does not include information that: (i) is or becomes available in the public domain through no act of the Receiving Party; (ii) has been received on a non-confidential basis from a third party without breach of the

Principle Contracting Document, where the Receiving Party has no reason to believe that such third party is bound by any confidentiality obligation to the Disclosing Party; (iii) was developed independently by the Receiving Party without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated; or (iv) is confirmed by the Disclosing Party as not being confidential in writing.

**“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.

**“COTS”** means commercial off the shelf Intellectual Property in the form generally released and distributed to Hexagon’s customers and not including any functionality or features requiring source code changes.

**“COTS Documentation”** means commercial off the shelf Documentation in the form generally released and distributed to Hexagon’s customers and not including or requiring changes thereto.

**“Coverage Period”** means the period of performance of Maintenance Services with respect to a Covered Product, as stated in the Order Documents. Coverage Periods may differ for discrete Covered Products.

**“Coverage Period Anniversary”** means, in the case where the Coverage Period is greater than one (1) year, the anniversary of the date on which the Coverage Period commenced.

**“Covered Products”** means collectively, Covered Software Products and Covered Third Party Products.

**“Covered Software Product(s)”** means Software Product(s) identified in the Order Documents as software for which Maintenance Services are to be provided by Hexagon. Covered Software Products shall not include Third Party Software or any Cloud Program.

**“Covered Third Party Products”** means Software Product(s) identified in the Order Documents as Third Party Software for which Maintenance Services are to be provided by Hexagon. Covered Third Party Products shall not include Software Products or any Cloud Program.

**“Credentials”** means the unique log-in identifier entered via the Cloud Portal by which a person could access the Cloud Program.

**“Customer”** means the non-Hexagon party to the Principle Contracting Document.

**“Customer Cloud Administration”** means providing User’s access to the Cloud Application(s) purchased by Customer, managing User accounts, providing Credentials to Users, and any system administration beyond User interface.

**“Customer Cloud Environment”** means a logical group of virtual or physical computers comprised within the Cloud Environment and Local Environment to which the Customer will be provided with access and use of as part of the Cloud Program. Except as may be otherwise set forth on the Quote, including the purchase of other Cloud Optional Services, including but not limited to a Training Environment, a Customer Cloud Environment consists of a Cloud Development Environment, Cloud Staging Environment, and Production Environment.

**“Customer Data”** means all electronic data or information: (i) provided by Customer to Hexagon in connection with the Deliverables provided pursuant to an Order; and/or (ii) created by Customer and/or submitted to the Cloud Environment by Customers, Users, and/or Authorized Cloud Users. “Customer Data” shall not mean data which (i) is not peculiar to Customer, and/or (ii) is of value to the general implementation, development, operation, or use of Hexagon products or services for the benefit of other customers. For the avoidance of doubt, Customer Data shall not include the Cloud Application(s), Software Products, Cloud Optional Services, Documentation written by Hexagon, and any other data and information provided as part of the Cloud Program or constituting a Hexagon Deliverable.

**“Customer Specified Data Center(s)”** means a data center used in the provision of a Cloud Environment, whose location has been specified by the Customer and agreed to by Hexagon and identified in the Quote. Additional Cloud Program Fees may be payable for a Customer Specified Data Center.

**“Customized Software”** means those Services Deliverables that are software or computer code, whether in source code or object code.

“**Cutover**” means the point in time in which a Software Product(s) is first used by User for its generally marketed purpose.

“**Data Center(s)**” means the data center(s) from which the Cloud Program (or part thereof) will be stored as determined by Hexagon or its Third Party Service Provider.

“**Defect**” means a reproducible instance of an adverse and incorrect functioning of a Software Product or Cloud Application that impacts the ability to use functionality intentionally integrated in the design of the Software Product, assuming proper usage of the Software Product in its required operating environment. Defects are further classified into four levels as follows:

Level	Impact of Defect
▶ Level One	<i>No workaround available and either:</i> <ul style="list-style-type: none"><li>▶ <i>Loss of data</i></li><li>▶ <i>Data corruption</i></li><li>▶ <i>Productive use prohibited, or</i></li><li>▶ <i>Aborts.</i></li></ul>
▶ Level Two	<i>No workaround available and either:</i> <ul style="list-style-type: none"><li>▶ Primary purpose compromised, or</li><li>▶ Productive use significantly impacted</li></ul>
▶ Level Three	▶ Productive, but incomplete operation Level Three Defects generally have a workaround or do not otherwise substantially impair productive use.
▶ Level Four	▶ Defects not qualifying as Level One, Two, or Three, including defects of a cosmetic nature and defects not materially limiting complete productive use

Customer shall classify a Defect in accordance with the foregoing; provided that, Hexagon shall reclassify the Defect as appropriate following its review thereof.

“**Deliverable(s)**” means all Services Deliverables, software, hardware, Cloud Programs, and other items delivered or to be delivered by Hexagon to Customer and identified in the Order.

“**Documentation**” means, whether in electronic or printed form, User's Guides, Reference Guides, Administrator's Guides, Configuration Guides, and Help Guides made available at the support website (<https://support.hexagonsafetyinfrastructure.com>) for Software or Cloud Applications provided by Hexagon to the Customer. Not all of the types of Software or Cloud Applications are provided with Documentation or with similar Documentation.

“**Effective Date**” means the date and time the last Party is on notice that all Parties have accepted the Principle Contracting Document.

“**Emergency Maintenance**” means all maintenance performed when a Cloud Service Request demands immediate, unplanned attention, as reasonably determined by Hexagon.

“**Error**” means a Defect with a purchased Cloud Application, Cloud Optional Service, or Third Party Software Products causing a purchased Cloud Application to fail to materially conform to its designed functionality or Documentation. Errors are further classified into the same four levels as corresponding to the definition for “Defect.”

“**EULA**” means that certain End-User License Agreement set forth in these Master Terms as Exhibit A.

“**Fixed Price Project Assignment**” means a type of Order where Hexagon will provide Services and/or Software licenses for a fixed price.

“**Hexagon IP**” means Hexagon or Hexagon Affiliate developed, created, or prepared Intellectual Property.

“**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.



**“Intellectual Property”** or **“IPR”** means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, documentation, mask work rights, design, ideas, product information, inventions and improvements thereto (whether or not patentable), and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.

**“Lapse”** means an occurrence of any period of time, regardless of duration, during which (i) a Covered Product is not the subject of an active Order for Maintenance Services or other Support Contract and an active Coverage Period, and/or (ii) payment is past due to Hexagon under a Support Contract. Extension of a Coverage Period and/or payment to Hexagon after the occurrence of a Lapse shall not negate a Lapse, absent Hexagon’s express written waiver.

**“License Key(s)”** means certain unique data string(s) verifying authorized access to the Cloud Application(s), which are purchased by the Customer and provided by Hexagon, as set forth on the Quote.

**“Local Environment”** means the collection of environments provided and supported by Customer (e.g. providing System Equipment, etc.) in which the Local Software operates.

**“Local Software”** means software applications incidental to the Cloud Program which are designed to operate natively on devices outside the Cloud Portal and in the Local Environment.

**“Maintenance Services”** means only those services described in the document titled “Support Terms and Conditions for Software” provided by Hexagon with respect to Software and other Deliverables licensed to Customer and identified in the Order Documents as the subject of Maintenance Services.

**“Material Adverse Effect”** means a change that individually or collectively in aggregate with other changes has the impact of (i) negatively and materially reducing the Customer’s and/or its Affiliates and/or its/their Authorized Cloud Users’ or Users’ access and/or usage rights in respect of the Cloud Program and which render the Cloud Program unusable for its primary intended purpose or (ii) making the Cloud Program less secure which results in increased risk to Customer Data or other data belonging to other Hexagon customers.

**“Metered License”** means a specific type of Subscription License that allows the Customer to use the Subscription License up to the number of hours set forth in the Quote during the Subscription Term. For reference, a Subscription License that is a Metered License shall have the word “Metered” in the Software Product name and/or have the letters “MTR” at the end of the product number for the Software Product instead of the other identifiers corresponding to an unmetered Subscription License referenced in its definition.

**“Month”** means, unless otherwise stated in the applicable provision, a calendar month.

**“Network Requirements”** means (i) the minimum requirements, including but not limited to software and/or hardware, internet connection, latency or other requirements, which must be met by Customer in order to access the Cloud Portal and use the Cloud Program; and (ii) network recommendations to the Customer which describe general and specific recommendations for the network connection requirements of the Cloud Program in order to enable the Cloud Program to function as designed. The Network Requirements may be updated from time to time and Customer will be notified of such update via posting in the Cloud Portal or as otherwise determined by Hexagon.

**“Offboarding”** or **“Offboarded”** means the process for offboarding the Customer Data (or part thereof) from the Customer Cloud Environment and relocating or facilitating relocation of Customer Data to another Customer-designated location.

**“Onboarding”** or **“Onboarded”** means the process of loading Customer Data into the Customer Cloud Environment.

**“Onsite Fee”** means a fixed fee encompassing Hexagon’s travel expenses for an individual trip (an individual trip means to travel from the Hexagon resource’s primary duty station in furtherance with Order and lasting no more than five (5) consecutive days).

**“Order”** means Order Documents that have been executed and/or accepted by both Parties documenting the purchase of any item or service and referencing the Principle Contracting Document.

**“Order Documents”** shall mean written documents, the terms of which include Hexagon’s commitment to provide products, licenses, and/or services at a specified price, subject to the terms and conditions of the Principle Contracting Document. Order Documents may consist of a single document executed by the parties or a combination of documents that together form an Order.

**“Perpetual License”** means a type of license for a Software Product which allows the User to use the Software Product in perpetuity so long as the User does not otherwise violate the terms of the EULA. For reference, a Perpetual License on a Quote is denoted by its absence of either the terms “Subscription,” “SaaS,” or “Metered” and/or the absence of the letters “SU” or “MTR” at the end of the Software Product number or the letters “HCL” at the beginning of the Software Product number.

**“Personal Data”** means data, including but not limited to criminal justice information, and other information which corresponds to a living individual person defined to be Personal Data under the applicable Personal Data protection laws of the Customer’s jurisdiction.

**“Planned Maintenance”** means maintenance planned and communicated in advance by Hexagon to Customer for the maintenance of the Cloud Program.

**“Primary License”** means the license(s) of the Software Product provided to Customer for general production use as authorized by the EULA.

**“Principal Contracting Document”** means the contract document accepted by the Parties which references and incorporates this Terms Glossary and/or references and incorporates a document to which this Terms Glossary is an exhibit or attachment.

**“Product Change Request”** means a request for additional functionality or modification to the purchased Cloud Application(s) or Covered Products.

**“Production”** means, as applicable, where a Subsystem or Cloud Program is used in production/operation with an aim to accomplish one or more of its ultimate intended purposes. Operation solely for testing or training is not Production.

**“Production Environment”** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use the purchased Cloud Application(s) in production and for its generally marketed purpose.

**“Purchase Order”** or **“PO”** means a document issued by Customer to Hexagon to authorize the delivery of certain Services, Deliverables, or Cloud Programs.

**“Quote”** means a document issued by Hexagon reflecting Services, Maintenance Services, Deliverables, and/or Cloud Programs, which Hexagon offers to provide Customer, as well as the prices and fees therefor, the Customer’s name and location, and any applicable Cloud Services Schedule. To the extent any document or information is identified in the Quote with the intention of it being incorporated into the Quote, it will form part of the Quote.

**“Security Incident”** means an event or set of circumstances resulting in a compromise of the security, confidentiality, or integrity of Customer Data under Hexagon’s control. Examples of Security Incidents include: (i) security breaches to Hexagon’s network perimeter or to internal applications resulting in compromise of Customer’s Data; (ii) severe degradation of, Hexagon’s security controls, methods, processes or procedures that result in compromise of the security, confidentiality or integrity of Customer Data; and (iii) the unauthorized disclosure of Customer Data.

**“Services”** means the work, services, projects, assignments, or tasks Hexagon shall perform pursuant to an Order. Services do not include Maintenance Services or Cloud Programs.

**“Services Deliverable”** means any data, document, information, Customized Software, Third Party Software, or material provided to Customer as a product of Hexagon’s performance of Services pursuant to the Principle Contracting Document. Cloud Programs are not Service Deliverables.

**“Software”** means the software owned by Hexagon or an Affiliate and Third Party Software that is licensed to Customer. For the avoidance of doubt, Cloud Programs and their contents are not “Software” as that term is used in herein.

**“Software License Sale”** means a type of an Order that involves only the sale of Perpetual Licenses from Hexagon to Customer. This type of Order does not include Services or Cloud Programs.

**“Software Product”** means the Hexagon software product(s) identified in the Order Documents, which includes (i) any associated Hexagon files or media with which the software is provided, (ii) any associated templates, data, printed materials, and “online” or electronic Documentation, and (iii) any Updates or Upgrades of such Software Products not made the subject of a separate license agreement. The term Software Products shall not include, and no rights of use are granted to User for, Third Party Components, Hexagon products, or dependencies unnecessary to operate products made the subject of the Order Documents, but incidentally delivered within the same files or media. Software Product shall not mean any Third Party Software. For the avoidance of doubt, Cloud Programs and their contents are not “Software Products” as that term is used herein. Software Products are subject to all of the terms and conditions of the End-User License Agreement which the Parties agree will apply to the same; and in the absence of such agreement, then the terms of the End-User License Agreement provided with the Software Product.

**“SOW”** means a statement of work setting forth the scope of Services being provided pursuant to an Order.

**“Subscription”** means the collection of Subscription License(s) identified on the Quote and or purchased by the Customer.

**“Subscription License”** means a particular type of license to a Software Product that allows a Customer to use the Software Product for a specified period of time identified in the Quote. For reference, a Software Product that is a Subscription License shall have the word “Subscription” in the Software Product name and/or have the letters “SU” at the end of the product number for the Software Product.

**“Subscription License Sale”** means a type of an Order that involves only the sale of Subscription Licenses from Hexagon to Customer. This type of Order does not include Services or Cloud Programs.

**“Subscription Term”** means the period of time during which Users are authorized to use the Subscription License as set forth on the applicable Quote beginning on the date the Subscription Licenses are provided to the User or the User is provided license keys or access to the Subscription License, unless otherwise noted in the Order Documents.

**“Subsystem”** means a Hexagon solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Hexagon’s computer aided dispatch system (“I/CAD”), records management system (“RMS”), field based reporting (“FBR”), G/Technology (G/Tech), In/Service and mobile for public safety (“MPS”) are each an example of a Subsystem.

**“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.

**“Support Contract”** means a contract under which Hexagon provides Maintenance Services to Customer in relation to Covered Products and under which Customer is to compensate Hexagon therefor.

**“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.

**“System Equipment”** means all computer-related hardware, including but not limited to, servers, workstations, cables, mice, keyboards, cameras, and SAN’s; operating system software; database software; and other third party software.

**“Task”** means an Activity or combination of Activities of any nature whether tangible or intangible, whether onsite or remote, or an event, as further identified in an SOW.

**“Task Acceptance”** means the event when the Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

**“Task Acceptance Criteria”** means the criteria by which a Task will be evaluated for completion as described in an SOW.

**“Task Acceptance Process”** means the process by the Customer and Hexagon verify completion of the Task Acceptance Criteria as further described below. Once Hexagon believes the Task Acceptance Criteria has been successfully completed, Hexagon shall submit for execution by Customer’s project manager a sign-off form in substantial conformity with Exhibit C, “Project Deliverable Sign-off Form.” Within ten (10) calendar days of receipt of the applicable Project Deliverable Sign-off Form for the completed milestone or Task, Customer’s project manager will either: (i) execute the Project Deliverable Sign-off Form provided by Hexagon, or (ii) provide a written description of all deficiencies to Hexagon. If Customer fails to perform either action identified in the preceding sentence within ten (10) calendar days, or if the Deliverable, including the Software contained in the Fixed Price Project Assignment Order, is placed into production or utilized in a live environment, then the Task or milestone shall be deemed accepted.

**“Term”** means the duration of performance under the contract into which this Terms Glossary is incorporated by reference.

**“Third Party Service Provider”** means the third party service provider with whom Hexagon enters into a subcontract with respect to the hosting of a cloud platform and/or related services to provide an element of the Cloud Program to Customer (if applicable) on behalf of Hexagon.

**“Third Party Software”** means computer software or other technology in which any person or entity, other than Hexagon or Hexagon’s Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party’s software license or similar agreement (“SLA”) provided with the Third Party Software. “Third Party Software Products” also means, where applicable, pre-requisite third party software products used by Hexagon in order for Customer to receive other components of the Cloud Program or licensed by Hexagon and used by the Customer to use Cloud Application or Cloud Optional Services.

**“Time and Materials Project Assignment”** means Hexagon will perform the Services set forth in an Order on an hourly basis until the project is either completed or the authorized hours are exhausted, whichever comes first.

**“Update”** means any Upgrade, modified version, fix, patch and/or update of the Software Product. Updates not meeting the definition of Upgrades are subject to all of the terms and conditions of the EULA provided with User’s then current version of the Software Product.

**“Upgrade”** means each new release of the Software Product. Upgrades require a full installation and may be provided with a separate EULA. Any EULA delivered with the Upgrade will supersede any EULA associated with prior releases of the Software Product.

**“User”** means Customer or an individual employed by Customer and authorized by Hexagon to use a particular Software Product, Cloud Application, Third Party Software Product, or Cloud Optional Services on behalf of the Customer. A User may also include Customer’s contractor who requires temporary use in order to provide services on Customer’s behalf. A person can only be authorized and a User if the person is an employee or designee of Customer and Customer has purchased the requisite number of licenses, or in the case of Cloud Programs, the requisite number of License Key(s) to provide Credentials for that User.

**“Use Terms”** means the Hexagon Product Usage Policy and Product Specific Terms that are at

[https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/LLP/LLP\\_08-2019.pdf](https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/LLP/LLP_08-2019.pdf)

which are incorporated herein. For purposes of clarity, the Use Terms corresponding to the date of the Order shall apply to that specific Order and the Software Products provided thereunder.

**“Version Limitation I”** is a status reached by a Software Product version on the third anniversary of the Customer’s first operation of that version in a live production environment.

**“Version Limitation II”** is a status reached by a Software Product version on the fourth anniversary of the Customer’s first operation of that version in a live production environment, or upon the Customer’s failure to commence live operation prior to the availability of two newer versions of the Software Product.

**“Version Limitations”** means, separately and collectively, limitations on Services to be provided hereunder based upon a Covered Product reaching Version Limitation I and/or Version Limitation II.

**“Virus”** means any thing or device (including any software, code, file or program) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or (iii) adversely affect the user experience or security, including worms, Trojan horses, viruses and other similar things or devices.

**“Work”** means, as applicable, the performance or providing of Services, Maintenance Services, or Cloud Services.

END OF EXHIBIT F