



## COMMON TERMS GLOSSARY

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**Capitalized terms not otherwise defined in Hexagon documents that reference this Common Terms Glossary shall have the meanings set forth herein.**

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

**“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 hold 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 Primary 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 Primary 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. For purposes of Section 9 in the General Terms and Conditions, an Affiliate is not a third party.

**“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.

**“Auxiliary System License”** means the license(s) of Software Product made available by Hexagon for select Software Products to augment Production System Licenses. Each Auxiliary System License requires a corresponding Production System License and the term of the Auxiliary System License shall not exceed the term of the applicable Production System License.

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

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

**“Business Hour”** means an hour occurring during a Business Day and during the generally recognized eight (8) working hours comprising the Business Day at the Customer’s location.

**“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 greater than Category 2 on the Saffir-Simpson scale, earthquakes greater than 6.1 on the Richter scale).

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

**“Client”** means a computing device connected to a Server.

**“Cloud Anniversary”** means the anniversary of the date on which Hexagon provided the License Key(s) to Customer.

**“Cloud Application(s)”** means the Hexagon software applications, including without limitation application programming interfaces made available by Hexagon through the Cloud Portal as part of the Cloud Program. Cloud Application(s) are subject to Cloud Services Schedules.

**“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 and 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, and Cloud Optional Services provided pursuant to the Order Documents. 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 Fees shall be in the amount described in the Quote and/or Cloud Services Schedule, and shall be invoiced on an annual basis, except to the extent otherwise expressly provided in the Primary Contracting Document or the Cloud Services Schedule.

**“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 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”** 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)), for Cloud Application(s), Cloud Optional Services, and Third Party Software and ordered by the Customer.

**“Cloud Services Schedule”** means a document(s) titled “Cloud Services Schedule related to one or more Cloud Application(s) that contains additional details regarding the Cloud Services being provided to Customer with respect to the applicable Cloud Program components purchased by Customer. In the absence of Cloud Service Schedule(s) being included within the Order Documents, Cloud Services Schedules may be found at <https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/CSS-LLP.pdf>, which Schedules are incorporated into the Order as if fully set forth therein.

**“Cloud Services Support”** means the service specified as such in the Cloud Conditions 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 purposes of testing modifications and training, as specifically permitted herein, to the purchased Cloud Application(s). For purposes of clarity, the Cloud Staging Environment cannot be used in Production.

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

**“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) 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 Primary 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; (iv) was within the Receiving Party's possession prior to its being furnished by the Disclosing Party, where the Receiving Party has no reason to believe that such third party was bound by any confidentiality obligation to the Disclosing Party, or (v) is confirmed in writing by the Disclosing Party as not being confidential.

**“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 the anniversary of the date on which the Coverage Period commenced.

**“Covered Products”** means collectively, Covered Software Product(s) and Covered Third Party Products.

**“Covered Software Product(s)”** means Software Product(s) and Developer Tools 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 by which a person could access a service or benefit, such as, without limitation, a Cloud Program or Training Curricula.

“**Customer**” means the non-Hexagon party to the Primary 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. A Customer Cloud Environment consists of a Cloud Development 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 particular 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, DevTools, Content, Equipment and Software intentionally designed and embedded with Equipment or Special Purpose Items, and any other data and information provided as part of the Cloud Program or constituting a Hexagon Deliverable.

“**Customer Data Rights**” means: (i) the right to use Customer Data that contains Customer’s Confidential Information to perform Hexagon’s obligations within the Order; (ii) the right to use, alter, modify, and disclose Customer Data that does not include Customer’s Confidential Information to perform Hexagon’s obligations and other business purposes for which the information may be disclosed to third parties; and (iii) except as otherwise provided in the EULA or Developer Tools Schedule, a worldwide, royalty-free, irrevocable license to use, replicate, sell, modify, enhance, and distribute any works created by the Customer through its use of Developer Tools.

“**Customer Specified Data Center**” 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 Or Cloud Application, assuming proper usage of the Software Product or Cloud Application in its required operating environment. Defects are further classified into four levels as follows:

Level	Impact of Defect
▶ Level One	No workaround available and either: ▶ Productive use prohibited, or ▶ Aborts.
▶ Level Two	No workaround available and either: ▶ Primary purpose compromised, or ▶ Productive use significantly impacted
▶ 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.

**“Developer Tools” or “DevTools”** means any software intended for use by developers to create (i) software for (a) redistribution, or (b) interfacing two or more of the following: Software, Cloud Applications, E/C; or (ii) specific customizations for which the Developer Tool is intended and designed. Developer Tools are subject to Developer Tools Schedules.

**“Developer Tools Schedule” or “DevTools Schedule”** means a document relating to certain DevTools provided by Hexagon listed in the Order Documents that identifies particular details, limitations, licensing, and other parameters relating to the DevTools. In the absence of DevTools Schedule(s) being included within the Order Documents, DevTools Schedules may be found at <https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/DT-LLP.pdf>, which Schedules are incorporated into the Order as if fully set forth therein.

**“Documentation”** means, whether in electronic or printed form, any user's guides, reference guides, administrator's guides, configuration guides, release guides, installation guides, and help guides made available at the support website for Software Products or Cloud Applications provided by Hexagon to the Customer. Not all of the types of Software Products 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 Primary Contracting Document.

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

**“Equipment”** means tangible, personal property to be provided by Hexagon identified in Order Documents, including, but not limited to computing hardware, computer-related equipment, computer devices, furniture, sensors, equipment, unmanned aerial vehicles, and instruments.

**“E/C” or “Equipment/Content”** means digital content identified in an E/C Schedule and/or any Equipment supplied by or through Hexagon. For purposes of clarity, the term “E/C” excludes Maintenance Services, Cloud Program, Software (except Software intentionally designed and embedded with Equipment), and Services. E/C is subject to E/C Schedules.

**“E/C Schedule”** means a document relating to certain E/C provided by Hexagon listed in the Order Documents that address some or all of the following depending upon the offering being addressed: licensing requirements for any embedded Software, maintenance parameters and limitations, warranty, and support provisions. In the absence of E/C Schedule(s) being included within the Order Documents, E/C Schedules may be found at <https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/EC-LLP.pdf>, which Schedules are incorporated into the Order as if fully set forth therein.

**“Error”** means a Defect with a purchased Cloud Application, Cloud Optional Service, or Third Party Software 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 the certain Hexagon End-User License Agreement set forth in these Master Terms as Exhibit A and/or that is delivered with Software and which must be accepted prior to Software installation.

**“Exchanged Product”** means a later released Software Product which the Customer will receive pursuant to its Maintenance Contract and supplants the Replaced Product.

**“Fixed Price Project Assignment”** means a type of Order where Hexagon will provide Services with or without accompanying Product(s) for a fixed price.

**“Hexagon”** means the entity that is a member of the Hexagon Group of companies that is identified in the Order Documents; provided however, as used in the EULA, “Hexagon” means Intergraph Corporation.

**“Hexagon IP”** means Hexagon or Hexagon Affiliate developed, created, or prepared Intellectual Property. Additional information regarding Hexagon patents, including a list of registered patents associated with the Software Products, is available at [www.intergraph.com/patents](http://www.intergraph.com/patents) and/or [www.uspto.gov](http://www.uspto.gov).

**“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, declaring code, implementing code, Documentation, mask work rights, digital data content, design, ideas, product information, inventions and improvements thereto, 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 Maintenance Contract and an active Coverage Period, and/or (ii) payment is past due to Hexagon under a Maintenance 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 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.

**“Maintenance Services”** means only those services described in the document titled “Maintenance 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 materially less secure which results in increased risk to Customer Data or to data belonging to other Hexagon customers. For clarity, a Material Adverse Effect is a condition which would render the Cloud Program un-usable or materially less secure for intended users generally, and not merely as a result of individual characteristics associated with Customer or its specific implementation or operation.

**“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.

**“Minimal Operations Levels”** means operation of a Software Product without a Level One Defect.

**“Modern Release”** means a version of a Software Product published by Hexagon no more than eighteen (18) months prior to Customer’s first use thereof in Production.

**“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 an Order and lasting no more than five (5) consecutive days).

**“Order”** means each individual purchase transaction in which the Parties engage, as evidenced by Order Documents.

**“Order Documents”** shall mean written documents, the terms of which include Hexagon’s commitment to provide specific products, licenses, and/or services at a specified price, subject to the terms and conditions of the Primary Contracting Document. Order Documents may consist of a single document executed by the parties or a combination of documents that together form an Order. Any Schedule applicable to the Order is incorporated into the Order Documents as if fully set forth therein.

**“Perpetual License”** means a type of license for 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,” “UB,” “CLD” 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 Contracting Document”** means the contract document accepted by the Parties which references and incorporates this Common Terms Glossary and/or references and incorporates a document to which this Common 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.

**“Product Order”** means a type of an Order that involves only the sale of Products from Hexagon. A Product Order may include the sale of Maintenance Services or maintenance for Equipment so long as the

subject of the services is also included in the Product Order. This type of Order does not include Services or Cloud Programs.

**“Product(s)”** means either or the combination of Software (including Subscription Licenses), E/C, or other goods, and excluding Services, Maintenance Services, or a Cloud Program.

**“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.

**“Production System License”** means the license(s) of Software Product provided to User for general production use.

**“Product-Specific Terms”** modify the EULA, and (ii) in the event of a conflict between the EULA and Product-Specific Terms, Product-Specific Terms shall govern for the applicable Software. In the event of a conflict of terms between the EULA, any prior Product-Specific Terms (including any product-specific terms delivered in the form of an addendum to the EULA), and later Product-Specific Terms, the later Product-Specific Terms shall take precedence over the EULA and any prior Product-Specific Terms regarding the subject Software.

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

**“Quote”** means a document issued by Hexagon reflecting Product(s), 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 Schedule(s). 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.

**“Replaced Product”** means an earlier Software Product which will be replaced pursuant to a Maintenance Contract for an Exchanged Product.

**“Schedule”** means one or more of: E/C Schedule(s), Cloud Services Schedule(s), DevTools Schedule(s), Training Program Statement(s), and/or Special Purpose Schedule(s).

**“Secure Access Tool”** is a tool designated by Hexagon for providing secure, auditable remote access to Customer utilized environments in order for Hexagon support personnel to effectively perform services.

**“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 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.

**“Server”** means a computer or computer program which manages access by Clients to a centralized resource or service in a network.

**“Server-based Software Product”** means Server-based software that is accessed by one or more Clients.

**“Services”** means the work, services, projects, assignments, or tasks Hexagon shall perform pursuant to an Order. Services do not include Maintenance Services, Cloud Programs, or XaaS (anything as a service).

**“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 an Order. Cloud Programs are not Services Deliverables.



**“Software”** means the software and DevTools 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 herein.

**“Software Product”** means the Hexagon or Hexagon Affiliate software product(s) identified in the Order Documents, which includes (i) any associated Hexagon files, sample data, demo data, or media with which the software is provided, (ii) any associated templates, data, printed materials, and “online” or electronic Documentation, and (iii) any Updates 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. For avoidance if doubt, Software Product does not include Developer Tools. Software Products are subject to all of the terms and conditions of the EULA which the Parties agree will apply to the same; and in the absence of such agreement, then the terms of the EULA provided with the Software Product.

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

**“Special Purpose Item”** means an item identified in Order Documents as due to be delivered by Hexagon, which item is subject to certain unique terms, conditions, restrictions, or requirements identified in a Special Purpose Schedule.

**“Special Purpose Schedule”** means a document identifying terms, conditions, and restrictions applicable to a Special Purpose Item. In the absence of Special Purpose Schedule(s) being included within the Order Documents, Special Purpose Schedules may be found at <https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/SPS-LLP.pdf>.

**“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 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” or “OnCall Dispatch”), records management system (“RMS” or “OnCall Records”), and G/Technology (G/Tech) are each an example of a Subsystem.

**“System”** means a physical or operational location where the Software 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) Business 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) Business 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 Common 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, Training Curricula, and/or other services to provide an element of the Cloud Program, Training Curricula, or other service 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 Terms. “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.

**“Third Party Terms”** means for certain Third Party Software additional terms and conditions provided with the Order Documents and/or cited in the Use Terms, or otherwise made available to the Customer or any User.

**“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. Unless otherwise specified in the Order Documents, a Time and Materials Project Assignment shall end six (6) months after formation of the Order.

**“Training Curricula”** means one or more training classes or resources provided by Hexagon to Customer as a service over a limited time period. Training Curricula are subject to Training Program Statements.

**“Training Program Statement”** means document(s) titled “Training Program Statement” containing additional details regarding the Training Curricula parts being provided to Customer, including, but not limited to: whether the training is provided live on-site, live but remotely, or by way of recorded or static online content; and, certain other pertinent details; provided that “Training Program Statement” may alternatively refer to only those specific terms of an SOW containing additional details regarding Training Curricula being provided to Customer. In the absence of Training Program Statement(s) being included within the Order Documents, Training Program Statements may be found at <https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/TPS-LLP.pdf>, which Training Program Statements are incorporated into the Order as if fully set forth therein.

**“Update”** means any upgrade, modified version, new release, fix, patch and/or update of the Software. Updates can require full installation and a new License Key. Updates are subject to all of the terms and conditions of the EULA provided with User’s then current version of the Software; provided that if a new EULA is delivered with an Update, acceptance thereof is a requirement for its use.

**“User”** means Customer and/or an individual employed by Customer and authorized by Hexagon to use a particular Software, Cloud Application, Third Party Software, 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 accessible from [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 provided thereunder.

**“Version Limitation I”** is a status reached by a Software Product on the earlier of the (i) the third anniversary of the Customer’s first operation of that Software Product in a live Production environment or (ii) the fifth anniversary of Hexagon’s first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation I shall thereafter be reached upon the third anniversary of the Customer’s first operation of such Modern Release in a live Production environment.

**“Version Limitation II”** is a status reached by a Software Product on the earlier of (i) the fourth anniversary of the Customer’s first operation of that Software Product in a live Production environment or (ii) the sixth anniversary of Hexagon’s first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation II shall thereafter be reached upon the fourth anniversary of the Customer’s first operation of such Modern Release in a live Production environment.

**“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.

**“XML Files”** means the XML (Extensible Markup Language) files generated by the Software Product, where applicable.

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