TERMS AND CONDITIONS FOR SOFTWARE SUBSCRIPTION PROGRAM

1. **Limited License** – By you (“Subscriber”) placing an order for a software subscription (“Subscription”) in response to a subscription quote (“Quote”) or renewal quote (“Renewal Quote”) received from Intergraph Security, Government & Infrastructure (“Intergraph”), a division of Intergraph Corporation, and by Intergraph accepting the subscription order, the parties agree to be bound by these Terms and Conditions. Intergraph agrees to provide a non-exclusive, nontransferable license for Subscriber to use the Intergraph software products, including any documentation, data or information pertaining thereto (“Software”) on a subscription basis and at the charges stated on the Intergraph Quote or Renewal Quote, if applicable, which Quote and/or Renewal Quote are incorporated herein by reference. A particular Subscription shall include all Software products and the quantities of such Software set forth in the specific Quote or Renewal Quote applicable to that Subscription period. The Software shall include all enhancements or features in such Software as of the date of shipment. The Software is furnished under the then current “End User License Agreement and Limited Product Warranty for Intergraph Corporation Software Product(s)” which is included with the Software product and incorporated herein by reference. Upon expiration or termination of the Subscription, Subscriber shall relinquish all license rights to the Software. Intergraph reserves the right to audit the Subscriber’s site to ensure the then current authorized quantities of licenses are being used and that the use thereof does not violate these Terms and Conditions.

2. **Term** – By ordering a Subscription, Subscriber agrees to subscribe to all of the Software pertaining to that particular Subscription for a minimum twelve (12) month period, subject to these Terms and Conditions, by submitting a purchase order for the full initial twelve (12) month Subscription period to Intergraph. Intergraph will invoice Subscriber on a monthly, quarterly or annual basis, at the beginning of the billing period. The Subscription shall automatically renew for subsequent additional twelve (12) month periods, unless thirty (30) days prior to the renewal date, either party gives to the other written notice of its intent not to renew all or part of the Subscription. Automatic renewal of the Subscription is conditioned upon Subscriber submitting to Intergraph, prior to the expiration of the then current Subscription period, a purchase order for the next twelve (12) month Subscription period at the rates provided to Subscriber in the applicable Renewal Quote. Prior to the end of any twelve (12) month Subscription period, Subscriber shall have the option of purchasing all or part of the Software at a reduced price (from the standard Software purchase price). Any purchase of Software shall be subject to the then current Terms and Conditions of Sale of Intergraph Software, and Subscriber shall be sent new license(s) as the purchaser of Software. Failure to renew any Software in a Subscription or to purchase the Software prior to the end of any Subscription period may result in the Software being made inoperable due to expiration of the license keys, until such time as the Subscription for that Software is properly renewed via sending a purchase order for the next twelve (12) month Subscription period, or until the Software is purchased by sending a purchase order for the applicable purchase price.

3. **Additional Software** – Intergraph has no implied obligation to provide similar terms or rates to other organizations within Subscriber’s organization, its subsidiaries, or affiliated companies. Indeed, Intergraph has no obligation to provide similar terms or rates to Subscriber for any additional software subscribed to. Any additional Software subscribed to may only be added at the end of a twelve (12) month term for the next twelve (12) month term by providing advance notice to Intergraph and receiving a Renewal Quote containing the additional Software for the applicable twelve (12) month period. Otherwise, any Software added beginning on a date other than at the renewal date for the prior Subscription(s) will be considered a new and separate Subscription, and it will be subject to the then current Subscription Terms and Conditions and Subscription fees.

4. **Maintenance** - Premium maintenance and upgrades are included in the Subscription price. The terms of premium maintenance are as follows

   Software support will be provided to Subscriber during the hours of 7:00 a.m. to 5:30 p.m., U.S. Central Time, Monday through Friday, excluding Intergraph-observed holidays. Software support will include and be limited to the following for all Software under Subscription:

   a) Unlimited support via Help Desk (standard business hours) or Web

   b) Twenty-four hours-per-day/seven days-per-week access to problem Knowledge Base, an on-line self-help tool
c) The ability to perform Web queries, submit updates, and obtain status of services requests 24 hours per day, 7 days per week, and
d) Software upgrades.

Intergraph will provide upgrades, when made available by Intergraph, for the Software under Subscription. Upgrade(s) refer to subsequent releases to the Software.

**Excluded Services** – Services provided by Intergraph that are outside the scope of the Premium Maintenance and/or are specifically excluded from these Terms and Conditions will be invoiced at the then prevailing per-call rates (portal to portal). Support services are limited to the specific Software under Subscription, functioning on the appropriate Intergraph supported operating system. Software support for the following is outside the scope of Premium Maintenance provided through the Subscription program and may be available under separate contract at an additional charge:

- System installation (hardware/software platforms)
- Network configuration support
- System-level tuning and optimization
- Programming development, and
- Customization

Software support provided by Intergraph hereunder shall not include support calls that are necessary due to failure of software not supplied by Intergraph and not covered under these Terms and Conditions. Subscriber may not make alterations in or attachments to the Software without prior written consent of Intergraph. If the alteration or attachment interferes with the satisfactory operation of the Software or substantially increases the cost of maintenance, Subscriber will remove the alteration or attachment and restore the Software to its prior condition.

5. **General Terms of Payment** – Subject to credit approval.

Software Subscription: Subscriber shall pay Intergraph the amount invoiced for the Subscription according to the Subscription order. A full month’s Subscription fee shall be payable for any partial month’s utilization. Subscription fees will be invoiced at the beginning of the billing period (month, quarter, or year), with payment due net thirty (30) days from the date of invoice. Major credit cards are accepted.

In addition to the payment of the Subscription fees, Subscriber shall pay or reimburse Intergraph for the following charges, if incurred: 1) the shipping, insurance, and installation (if requested) charges specified on the Quote or Renewal Quote, if products are added, and 2) return shipping charges of all or part the Software upon expiration of the Subscription period if any Software product included in the Subscription is not renewed or the Software is not purchased in accordance with #2 above, or if the Subscription is terminated by Subscriber. If Intergraph terminates the Subscription, Intergraph will pay all return shipping charges. Regardless of the charges listed on any Quote or Renewal Quote, if Intergraph incurs any special delivery, insurance or installation charges on Subscriber’s behalf, due to Subscriber’s request, or if in Intergraph’s sole opinion, are due to Subscriber’s non-standard requirements, Subscriber agrees to pay or reimburse Intergraph for all such charges.

An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.

Subscriber agrees, at its own cost and expense (i) to pay all operating expenses of each item of Software; and (ii) to comply with all governmental laws, ordinances, regulations, requirements, and rules with respect to operation of the Software.

6. **Taxes** - All charges are exclusive of, and Subscriber shall be liable for and shall indemnify and hold Intergraph harmless from and against each and every country’s federal, state, municipal, or other governmental, withholding, excise, sales, use, value added, GST, or other taxes, tariffs, custom duties and importing fees (“Taxes”). Taxes shall expressly exclude any United States (i) federal, (ii) state, (iii) municipal, (iv) or other governmental income taxes, franchise taxes and other like taxes measured by Intergraph’s net income. Taxes shall expressly include any related interest and/or penalty. Subscriber agrees to be invoices and to pay the amount of any Taxes which Intergraph is required to pay and/or which Subscriber is required to withhold, collect or pay regarding the transactions pursuant to these terms and conditions so that Intergraph receives the full amount of the subscription charges invoiced. Any
7. **Delivery and Installation** – Intergraph will deliver the subscribed Software on an FOB destination Pre-Paid and Add (PPA) basis unless otherwise stated. At Intergraph’s discretion, software may ship from different points of origin. Written notification is required for any short shipments/discrepancies within five days of receipt of Software.

8. **Warranty** - INTERGRAPH WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF DELIVERY, OR INSTALLATION, THAT SOFTWARE DELIVERY MEDIA SHALL BE FREE FROM DEFECT IN MATERIAL OR WORKMANSHIP. INTERGRAPH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET SUBSCRIBER’S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES INTERGRAPH WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE.

THE FOREGOING, WARRANTIES ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS, DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. SUBSCRIBER SHALL PROMPTLY NOTIFY INTERGRAPH OF ANY SUSPECTED DEFECTS IN SOFTWARE DELIVERY MEDIA.

INTERGRAPH’S ENTIRE LIABILITY UNDER THIS WARRANTY AND SUBSCRIBER’S EXCLUSIVE REMEDY SHALL BE AT INTERGRAPH’S SOLE AND ABSOLUTE DISCRETION: THE REPAIR OR REPLACEMENT OF ANY SOFTWARE ITEM THAT DOES NOT MEET THE RESPECTIVE WARRANTIES GIVEN ABOVE.

9. **Disclaimer** - EXCEPT AS PROVIDED ABOVE, INTERGRAPH DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF INTERGRAPH. CERTAIN LIMITATIONS SET FORTH IN THIS DISCLAIMER MAY NOT APPLY IN SOME JURISDICTIONS.

10. **Ownership** – All commercial, off-the-shelf software and third-party developed software furnished by Intergraph hereunder to Subscriber shall remain the property of Intergraph, or the respective third party, and is subject to Intergraph’s End User License Agreement(s) or the applicable third-party software license agreement.

11. **Patent, Trademark, Copyright Infringement** - In the event of any proceeding (suit, claim, or action) against Subscriber arising from allegations that the Software, or Subscription services, or part thereof, furnished by Intergraph (hereinafter “Product”) infringes a U.S. patent, copyright, trade secret, trademark, intellectual property, or other proprietary right of any third party, Intergraph will, if such proceeding does not result from modifications to the Product made by Subscriber or Subscriber’s use of any Product in combination with other products not furnished by Intergraph, defend Subscriber’s right to use the Product, at Intergraph’s expense. Intergraph shall make such defense by counsel of its own choosing and Subscriber shall reasonably cooperate with said counsel. Intergraph shall have sole control of said defense.

In the event any proceeding is found to be based on modifications, enhancements or addition made by Subscriber or any person or entity, or Subscriber’s use of the Product, in combination with other products not furnished by Intergraph, Subscriber agrees to defend Intergraph’s right, title or interest in the licensed software, at Subscriber’s expense, to reimburse Intergraph any defense expenses inclusive of reasonable attorneys fees expended by Intergraph in defense of said claim, and pay any judgment rendered against Intergraph provided Intergraph promptly notifies Subscriber in writing of the proceeding. Subscriber shall make such defense by counsel of its own choosing and Intergraph shall reasonably cooperate with said counsel. Subscriber, in such circumstances shall have sole control of the defense.

In the event any Product subscribed to hereunder is, in Intergraph’s opinion, likely to or does become the subject of a claim of infringement of any duly issued patent or copyright or of any trade secrets or other intellectual property rights or other proprietary rights of a third Party, Intergraph may at its option and expense, procure for Subscriber the right to continue using the Product, or modify the Product to make it non-infringing but functionally the same, or replace the Product with a non-infringing equivalent.  

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES RELATED TO PATENT AND COPYRIGHT INFRINGEMENT, EXPRESSED OR IMPLIED, AND THESE WARRANTIES ALONG WITH THE REMEDIES STATED ABOVE REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF INTERGRAPH. CERTAIN LIMITATIONS SET FORTH IN THIS DISCLAIMER MAY NOT APPLY IN SOME JURISDICTIONS.

12. **Limitation of Liability** – NOT WITHSTANDING ANYTHING TO THE CONTRARY, INTERGRAPH SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTION, REVENUE OR PROFIT, OR LOSS OF
DATA OR CLAIMS OF THIRD PARTIES, EVEN IF INTERGRAPH HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE SHALL INTERGRAPH’S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT INTERGRAPH HAS BEEN PAID BY SUBSCRIBER UNDER THIS AGREEMENT AT THE TIME THE CLAIM IS MADE. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. **Assignment** - Neither Intergraph nor Subscriber shall assign any of its rights or delegate any of its obligations under the Subscription program without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, except that Intergraph may assign its rights and obligations under this Agreement without the approval of Subscriber to an entity which acquires all or substantially all of the assets of Intergraph or Intergraph Security, Government & Infrastructure, or to any subsidiary, affiliate or successor in a merger or acquisition of Intergraph Corporation or Intergraph Security, Government & Infrastructure.

14. **Nondisclosure** - Subscriber understands that Intergraph possesses information and data that was developed, created or discovered by Intergraph, or which became known by, or was conveyed to Intergraph, which has commercial value in Intergraph's business and which information and/or data Intergraph considers proprietary and/or confidential. This information and/or data includes, but is not limited to, trade secrets, copyrights, ideas, techniques, algorithms, know how, schematics, formulae, and source and object code computer programs. Subscriber agrees to use reasonable efforts to treat and maintain as proprietary and confidential any information or data provided by Intergraph, in whatever form, as it would its own proprietary and confidential information and data and to comply with all license requirements, copyright, patents and trade secret laws as they may pertain to any information or data provided by Intergraph.

15. **Termination** – The Subscription may be terminated by either party, without liability, for material breach by the other party or in the event that the other party becomes insolvent, files or has filed against it a petition in bankruptcy, or should any substantial part of the other party’s property be subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency. The party seeking to terminate the Agreement shall provide written notice citing the cause(s) of termination to the other party. The termination shall be effective thirty (30) calendar days after the date of the written termination notice, unless the party to whom such notice is sent remedies the cause(s) cited prior to the effective date of the termination.

16. **Default** – An event of default shall occur if:
   a) Subscriber fails to pay any invoice when due, and such failure continues for a period of fifteen (15) days.
   b) Subscriber ceases doing business, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated as bankrupt or insolvent, or files a petition seeking reorganization, liquidation, dissolution or similar arrangement under present or future statute, law or regulation.
   c) Subscriber attempts to sell, transfer, assign, or otherwise convey Software to another party without Intergraph’s prior written consent.
   d) Subscriber removes any product identification, copyright notices, or other notices or proprietary restrictions from the Software, or causes or permits the reverse engineering, disassembly, or decompilation of the Software.

Upon the occurrence of an event of default by Subscriber, Intergraph may terminate the Subscription and:
   a) Declare that all sums due, and to become due under the Subscription, shall be immediately due and payable, and recover such sums,
   b) Take appropriate actions either at law or in equity to enforce performance by Subscriber of any and all covenants of these Terms and Conditions and to recover damages from the breach thereof,
   c) Demand that Subscriber immediately return all Software and Documentation related thereto at Subscriber’s expense to such place as Intergraph may designate, and
   d) Request permission to enter into any premises under control or jurisdiction of Subscriber or any agent of Subscriber for the purpose of repossessing the Software. Subscriber shall not unreasonably deny such permission.

17. **Cancellation** - The Subscription may be canceled by Subscriber, in whole or in part, at any time prior to shipment of the Software. In the event of such cancellation, Subscriber will be liable and agrees to pay cancellation charges to Intergraph worth ten percent (10%) of the value of the canceled Subscription order.

18. **Order Modification Requests** - In the event that Subscriber makes changes following initial placement of the Subscription order, Intergraph reserves the right to reschedule Subscriber’s Software shipment. Upon Subscriber’s written notification of change(s), a new shipment date will be established by Intergraph.
19. Governing Law - These Terms and Conditions shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama. The parties agree that any legal action or proceeding relating to these Terms and Conditions shall be instituted in the Circuit Court for Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division. The parties agree to submit to the jurisdiction of, and agree that venue is proper in these courts in any such legal action or proceedings.

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

With respect to the export by Subscriber of the Software or anything containing the Software, the disclosure of the Software to a non-U.S. national, or any other activities relating to the Software, Subscriber agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Intergraph’s Software is subject to export controls promulgated by the Government of the United States. Subscriber warrants that it will not export or re-export, either directly or indirectly, any such Software without first obtaining any necessary authorization from the U.S. Government, when required. Subscriber agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export documents required to comply with U.S. licensing requirements prior to Software shipment.

21. Waiver - Any failure by Intergraph to enforce performance of these terms and conditions shall not constitute a waiver of, or affect Intergraph’s right to avail itself of such remedies as it may have for any subsequent breach of these Terms and Conditions.

22. Severability - Whenever possible, each provision of these Terms and Conditions and each related document shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of these Terms and Conditions or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these Terms and Condition or such related document.

23. Applicability - These Terms and Conditions apply to Software subscribed to through Intergraph’s direct sales force. Software products subscribed to through alternate channels may have separate or different Terms and Conditions.

24. Entire Agreement – These Terms and Conditions and the Intergraph Quote and any Renewal Quotes together constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior discussions, agreements, representations, statements, negotiations, and undertakings whether written or oral, and no reference to prior dealings may be used in any way to modify the expressed understandings of this Agreement. Any future representations, promises and verbal agreements related to products, product features, future product enhancements, product functionality, or services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement. This Agreement may not be amended or modified unless done so in writing signed by authorized representatives of both Parties. No provision of these Term and Conditions shall be construed as modifying the provisions of any other agreement between Subscriber and Intergraph. Terms and Conditions stated on a Subscriber purchase order will not override the above stated Intergraph Terms and Conditions.

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