



## TERMS & CONDITIONS OF SALE HEXAGON PPM PRODUCTS

These Terms and Conditions cannot be altered, modified, or amended by subsequent Purchase Order or writing received from Buyer without the express written consent of CIRATECH.

### 1.0 Definitions

**Buyer** – Buyer shall mean the purchaser of the Software Products.

**Purchase Order** – Purchase Order shall mean any purchase order, in Buyer's standard form, issued by Buyer to CIRATECH AS for the purchase of the Software Products. The Purchase Order shall state that the Purchase Order is governed by the CIRATECH Conditions for Sale of Software Product(s).

**Quotation** – Quotation shall mean a quotation for Software Product(s) submitted to Buyer by CIRATECH.

**Software Product(s)** – Software Product(s) shall mean computer software and all of the contents of the files, disks(s), CD-ROM(s) or other media, including any templates, data, printed materials, and "online" or electronic Documentation, all copies, and any upgrades, modified versions, and updates (which will be provided if the Software Product is covered under a current Software Maintenance Support Agreement), of the Software Product.

**2.0 Delivery and Installation** – CIRATECH's quoted prices include delivery of the Software Products to any location within the borders of Norway, Sweden or Denmark. At CIRATECH's discretion, Software Products may ship from different points of origin. Software Product installation services are available at an extra charge under a separate agreement.

### 3.0 Warranty - PERFORMANCE WARRANTY.

EXCEPT FOR ANY REFERENCE DATA OR SOLUTIONWARE CONTAINED IN THE SOFTWARE PRODUCT, CIRATECH WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT, THAT THE SOFTWARE PRODUCT SHALL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION SUPPLIED WITH THE PARTICULAR SOFTWARE. REFERENCE DATA AND SOLUTIONWARE ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES WHATSOEVER.

SOFTWARE MEDIA WARRANTY. CIRATECH WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT THAT, UNDER NORMAL USE, SOFTWARE DELIVERY MEDIA WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP.

CIRATECH DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL MEET BUYER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES CIRATECH WARRANT THAT THE SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT A GREATER WARRANTY IS MANDATED, THEN CIRATECH WARRANTS THE SOFTWARE PRODUCT TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

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

CIRATECH'S ENTIRE LIABILITY UNDER THIS WARRANTY AND BUYER'S EXCLUSIVE REMEDY SHALL BE AT CIRATECH'S SOLE AND ABSOLUTE DISCRETION, (1) EITHER THE REPAIR OR REPLACEMENT OF ANY SOFTWARE ITEM THAT DOES NOT MEET THE RESPECTIVE WARRANTIES GIVEN ABOVE OR (2) A REFUND OF THE CHARGES FOR THE PARTICULAR WARRANTED ITEM.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF CIRATECH.

- 4.0 Disclaimer** - EXCEPT AS PROVIDED HEREIN, CIRATECH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE PRODUCT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, THEN CIRATECH DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

- 5.0 Maintenance** - Maintenance and Support of the Software Product may be provided at a separate charge and in accordance with CIRATECH's standard maintenance options and the then current CIRATECH Software Maintenance Support Agreement. Maintenance services for reference data are not included under CIRATECH's standard Software Maintenance Support Agreement.

- 6.0 Software License** - Software is furnished to Buyer under the terms of HEXAGON PPM's "Software License Agreement" which may be separately executed or may be included with the Software Product. Some third-party software provided under this Agreement may be furnished under the terms of the relevant third party's "Software License Agreement" which may be separately executed or may be included with the Software Product. Buyer agrees to execute a HEXAGON PPM Software License Agreement or relevant third party's software license agreement, as applicable, for the Software Products that are furnished without an included software license agreement.

- 7.0 Ownership** – Buyer understands that CIRATECH possesses information and data that was developed, created or discovered by CIRATECH or which has become known to, or has been conveyed to CIRATECH which has commercial value in CIRATECH's day-to-day business. CIRATECH considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs all of which shall hereinafter be singularly or collectively referred to as CIRATECH's Intellectual Property.

All commercial, off-the-shelf software and third-party developed software furnished by CIRATECH hereunder shall remain the property of CIRATECH or the respective third party, and is subject to HEXAGON PPM's or relevant third party's software license agreement(s).

- 8.0 Limitation of Liability** – TO THE EXTENT PERMITTED BY MANDATORY LAW, CIRATECH LIMITS ITS LIABILITY AS FOLLOWS:

1. IN NO EVENT WILL CIRATECH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA OR CLAIMS OF THIRD PARTIES, EVEN IF CIRATECH HAS BEEN ADVISED OR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.
2. UNDER NO CIRCUMSTANCES SHALL CIRATECH'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT CIRATECH HAS BEEN PAID BY BUYER UNDER THIS AGREEMENT AT THE TIME THE CLAIM IS MADE.
3. EXCEPT WHERE PROHIBITED BY MANDATORY APPLICABLE LAW, NO CLAIM REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.



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THE AFOREMENTIONED LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY IN CASES OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF CIRATECH OR AS OTHERWISE PROHIBITED BY MANDATORY LAW;

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF SECTION 8 IS INVALID THEN CIRATECH LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

### **THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

**9.0 Documentation** - Documentation shall mean, whether in electronic or printed form, User's Guides, Installation Guides, Reference Guides, Administrator's Guides, Customization Guides, Programmer's Guides, Configuration Guides and Help Guides delivered with a particular Software Product supplied by CIRATECH to Buyer. Not all of the previous types of Documentation are delivered with each Software Product supplied by CIRATECH.

CIRATECH provides standard online Documentation with purchased Software Products. Buyer has the right to print online Documentation as needed for Buyer's internal purposes.

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

**11.0 Nondisclosure** - Buyer understands that CIRATECH possesses information and data that was developed, created or discovered by CIRATECH, or a Hexagon Group Company, or which became known by, or was conveyed to CIRATECH, which has commercial value in CIRATECH's business and which information and/or data CIRATECH 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. Buyer agrees to use reasonable efforts to treat and maintain as proprietary and confidential any information or data provided by CIRATECH, 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 CIRATECH. This however shall not prevent CIRATECH from disclosing that Buyer is a customer of CIRATECH.

**12.0 Taxes** - All charges are exclusive of, and Buyer shall be liable for, and shall indemnify and hold CIRATECH harmless from and against, any such country's national and local, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Taxes shall expressly exclude any such country's national or local or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by CIRATECH's income, capital and/or assets. Taxes shall expressly include any related interest and/or penalty. The total invoice amount for charges is subject to increase by the amount of any Taxes which CIRATECH is required to withhold, collect, or pay regarding the transactions pursuant to this Agreement so that CIRATECH receives the full amount of the charges. Any certificate to exempt any charges pursuant to this Agreement from any liability for Taxes or other documentary evidence of statutory exemption shall be obtained by Buyer at Buyer's expense and provided to CIRATECH.

**13.0 General Terms of Payment** – Purchased Software Products: The CIRATECH terms for payment of purchased Software Products are net fifteen (15) days from the date of shipment.

Leased Software Products: Invoices for leased Software Products will be submitted to Buyer on a monthly basis. Invoices will be submitted on the first business day after the 15<sup>th</sup> day of the month, and any increase in seat count after the 15<sup>th</sup> will be adjusted on the next month's invoice. A full month's lease charge will be charged for any partial month's utilization. All payments for leased Software Products shall be due to CIRATECH within fifteen (15) days of invoice to Buyer.

An interest charge of one and one-half percent (1.5%) 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. No

payments may be withheld by Buyer for any reason nor may any counterclaim by Buyer be set off against any payment due under this Agreement without the prior written consent of CIRATECH.

**14.0 Termination** – If either party:

a) commits a material breach of these conditions that is incapable of remedy or commits a material breach of these conditions that is capable of remedy but does not remedy such breach within thirty (30) days after notice of breach by the other Party; or

b) ceases doing business, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, or files a petition seeking reorganization, liquidation, dissolution or similar arrangement under present or future statute, law or regulation with immediate effect on the date of notice,

then the non-breaching Party may, by giving written notice to the other Party, terminate any order hereunder as of a date specified in the notice of termination.

**15.0 Order Modification Requests** - In the event that Buyer makes changes following initial placement of the order, CIRATECH reserves the right to reschedule Buyer's order. Upon Buyer's written notification of change(s), a new shipment date will be established by CIRATECH.

**16.0 Dispute Resolution** - For any controversy or claim that may arise out of or in relation to this Agreement or with respect to breach thereof, the parties agree to initially seek to solve the matter amicably through discussions between the parties' upper management. Should the parties fail to resolve such controversy, claim, or breach by amicable arrangement and/or compromise within thirty (30) days of the dispute being brought to the attention of parties' upper management, then the parties may, at their sole discretion, seek resolution through non-binding mediation. If either party is not satisfied with the result of the non-binding mediation, such party may seek legal recourse through the courts in the jurisdiction chosen herein. No party may commence litigation in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by negotiation and mediation, and the mediation has terminated, or the other party refused to participate in the mediation. Any time period stated in this Section may be reduced for the sole purpose of avoiding the expiration of the Statute of Limitations for the event made the basis of the controversy.

**17.0 Governing Law** - With the exception of section 18.0 Export Control, which shall be governed by the laws of Alabama, and vested exclusively in the United States District Court for the Northern District of Alabama, Northeastern Division, or the Circuit Court for Madison County, Alabama, this Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of Norway. The parties agree that any legal action or proceeding relating to this Agreement shall be instituted exclusively in the Norwegian Courts. 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 this Agreement.

**18.0 Export Control** – Intergraph Corporation's Software Products, and any software products obtained from Intergraph Corporation, its subsidiaries, or distributors, including any technical data related to these products ("Technical Data") are subject to the export control laws and regulations of the United States. Diversion contrary to U.S. law is prohibited. To the extent prohibited by United States or other applicable laws, these Software Products, and any software products obtained from Intergraph Corporation, its subsidiaries or distributors; Technical Data; and any derivatives of either, shall not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:

- a. To Cuba, Iran, North Korea, the Crimean region of Ukraine, or Syria, or any national of these countries or territories.
- b. 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



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- Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List ([https://build.export.gov/main/ecr/eg\\_main\\_023148](https://build.export.gov/main/ecr/eg_main_023148)).
- c. To any entity when Buyer knows, or has reason to know, the end use of the Software Product and any software products obtained from Intergraph Corporation, its subsidiaries or distributors is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.
- d. To any entity when Buyer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of Intergraph Corporation Software Products and any software products obtained from Intergraph Corporation, its subsidiaries or distributors should be addressed to Hexagon PPM, Export Compliance Department, 305 Intergraph Way, Madison, Alabama 35758, USA or at [exportcompliance@intergraph.com](mailto:exportcompliance@intergraph.com).

Buyer shall hold harmless and indemnify CIRATECH for any causes of actions, claims, costs, expenses, and/or damages resulting to CIRATECH from a breach by Buyer or any user of the export restrictions set forth in this Agreement.

- 19.0 Waiver** - Any failure by CIRATECH to enforce performance of the terms and conditions of this Agreement shall not constitute a waiver of, or affect CIRATECH's right to avail itself of such remedies as it may have for any subsequent breach of the terms of this Agreement.
- 20.0 Severability** - Whenever possible, each provision of this Agreement 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 this Agreement 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 this Agreement or such related document.
- 21.0 Applicability** - These Terms and Conditions apply to Software Products sold through CIRATECH's direct sales force. Software Products sold through alternate sales channels have separate Terms and Conditions.
- 22.0 Entire Agreement** – These Terms and Conditions, the CIRATECH Quotation, and the Buyer's Purchase Order to the extent that it is not inconsistent with these Terms and Conditions, together constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. This Agreement shall not be amended or modified except by written agreement of the parties.

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| <p><b>[BUYER]</b></p> <p><b>Company name:</b></p> <p>_____</p> <p>Signature:- _____</p> <p>Name:- _____</p> <p>Title:- _____</p> | <p><b>CIRATECH AS</b></p> <p>Signature:- _____</p> <p>Name:- _____</p> <p>Title:- _____</p> |
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