

Copyright 2003 - 2017 Intergraph Corporation, All Rights Reserved.

This License Agreement is Licensee's proof of license.

IF THE LICENSEE HAS A VALID SIGNED LICENSE WITH PPM, THEN THAT WRITTEN LICENSE SHALL TAKE PRECEDENCE AND GOVERN THE USE OF THIS SOFTWARE.

This Agreement does not apply to Site licensing, e.g., SmartPlant Fusion Site License for Owner/Operators, Smart Enterprise for Owner/Operators Site License, and SmartPlant Foundation Site License for Owner/Operators. Site licensing is governed by separate written agreement.

Software License Agreement for Hexagon PPM ("PPM") Software Products

Licensee should carefully read the following terms and conditions before installing this Software Product. This Software License Agreement is a legal agreement between the Licensee (either an individual or a single entity) and Intergraph Corporation, doing business as Hexagon PPM (hereinafter referred to as "PPM") for the PPM Software Product with which this Software License Agreement is delivered. By installing, copying, downloading, accessing or otherwise using the Software Product, Licensee agrees to be bound by the terms of this Software License Agreement ("Agreement"). If Licensee does not agree with these terms, Licensee should promptly return this media package for a full refund.

LICENSE

PPM provides this Software Product and licenses it to Licensee strictly for Licensee's internal use and strictly in accordance with this Agreement. Licensee assumes responsibility for the selection of this Software Product to achieve Licensee's intended results and for the installation, use, and results obtained from this Software Product. This Software Product is a proprietary product of PPM, a Hexagon Group Company, or relevant third parties and is protected by copyright laws and international treaty. Title to this Software Product, or any copy, modification, or merged portion of this Software Product shall at all times remain with PPM, a Hexagon Group Company, or such third parties. The Software Product is licensed, not sold. Any loading, use, or operation of the Software Product, other than as specified herein, is unauthorized and in violation of applicable copyright law and international treaty.

Definitions

- Concurrent-use allows a single User to access a software license at a time but said access is not restricted to a specific named individual.
- b) Day shall be measured at the SPLM server location and will begin at GMT 12:00:00 AM (00:00:00 am Military time) and end at 11:59:59 PM (23:59:59 PM Military time).
- c) 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 PPM to Licensee. Not all of the previous types of Documentation are delivered with each Software Product supplied by PPM.
- d) EPC shall mean an Engineering, Procurement, and Construction company providing services to Licensee.
- e) Hexagon Group Company shall mean a company controlled directly or indirectly by Hexagon AB, a Swedish corporation.
- f) Journal File means an encrypted binary file produced by SPLM that captures the license use of PPM software applications. SPLM automatically produces the Journal File(s) and creates a new Journal File each time a new Key is installed. The Journal File shows the start and stop time of use for each PPM application license, the date of that use, the SPLM that was used, the server that SPLM was running on, the computer id for the User accessing the license and the id of the Person accessing the license.
- g) Key shall mean an authorization code or a hardware device attached to a computer (dongle) for the purpose of authenticating the software licensed hereunder. Each copy of a Software Product must have an available license in the Key in order to function.
- h) Licensee shall mean the Person to whom this license has been granted by PPM.
- i) Owner/Operator means an entity that owns and/or operates a production facility that manufactures products for sale. Owner /Operator activities are focused on running, maintaining, and optimizing the production facility which may incidentally (<10% of operating costs) include plant engineering and design activities for that purpose. An entity in the business of designing, engineering, constructing, manufacturing production facilities is not considered an Owner /Operator.</p>
- j) Person means an individual, partnership, limited partnership, firm, body corporate, government, government body, agency, or instrumentality or unincorporated venture.



- k) SmartPlant License Manager ("SPLM") shall mean the client/licensing machine software that manages and tracks the license use of application Software Product licenses for certain PPM Software Products.
- Software Product includes PPM computer software and all of the contents of the files, disks(s), CD-ROM(s) or other media with which this Software License Agreement is provided, 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.
- m) User shall mean the Licensee and its duly authorized employees.

License Grant. This Agreement grants Licensee one of the following non-exclusive and non-assignable licenses. The sales quote line items and/or price list description pages attached to the sales quote and the "SW Installation Serial Number" document included with the Software Product will designate the type of license granted.

- "Standard Concurrent-use software" is designated by CS in the product description. Each license of CS software permits Concurrent use of the licensed Software Product for up to 12 continuous hours a Day. Each license for CS Software Product permits a single Concurrent use on the specified type of workstation and operating system. If Licensee has multiple licenses for the Software Product, then at any time Licensee may have as many copies of the Software Product in use as Licensee has licenses. There is a single use of CS software when it is loaded into memory for execution on a single workstation or remote application server. If the anticipated number of Users of the Software Product will exceed the number of applicable licenses, then Licensee must have a reasonable mechanism or process in place to assure that the number of persons using the Software Product concurrently does not exceed the number of licenses.
- b) "Extended Concurrent-use software" is designated by CX in the product description. Each license of CX software permits Concurrent use of the licensed Software Product for up to 24 hours a Day. Each license for CX software permits a single Concurrent use on the specified type of workstation and operating system. If Licensee has multiple licenses for the Software Product, then at any time Licensee may have as many copies of the Software Product in use as Licensee has licenses. There is a single use of CX software when it is loaded into memory for execution on a single workstation or remote application server. If the anticipated number of Users of the Software Product will exceed the number of applicable licenses, then Licensee must have a reasonable mechanism or process in place to assure that the number of persons using the Software Product concurrently does not exceed the number of licenses.
- c) "Concurrent Hosted Use Software for EPCs" is indicated by a CH-EPC in the product description. CH-EPC licenses are available as a lease only and permits either:
 - 1) A Person working on a project with Licensee, with the written permission of PPM and Licensee, to use the CH-EPC license on the Licensee's computing infrastructure to access Licensee's instances of the PPM Software Product residing on the Licensee's computing infrastructure to be used for the purpose of said project.

OR

2) Licensee, with written permission of PPM and the other Person, to access the CH-EPC license on the other Person's instances of the PPM Software Product residing on that Person's computing infrastructure, provided Licensee is working on a project with that Person and that is the purpose for which the CH-EPC license shall be used.

Each CH-EPC license permits 24 hours a Day Concurrent use of the Software Product. Each CH-EPC license permits a single Concurrent use on the Licensee's or other Person's instance of the PPM Software Product residing on Licensee's or other Person's computing infrastructure. If either Licensee or the other Person has multiple CH-EPC licenses for the Software Product, then at any time Licensee or other Person may have as many licenses of the Software Product in use as it has licenses. There is a single use of a CH-EPC license when it is loaded in memory for execution on a single workstation or remote application server.

A CH-EPC license terminates at the end of the lease period, or upon the Licensee or other Person ceasing to perform services for Licensee or the other Person on the project or upon the CH-EPC licenses being removed from the Licensee's or the other Person's computing infrastructure, whichever shall occur first.

d) "Concurrent Hosted Use Software for Owner/Operators" is indicated by a CH–O/O in the product description. CH-O/O licenses are available as a lease or perpetual license and permits:

A Person working at/for a facility owned and/or operated by Licensee to use the CH-O/O license on the Licensee's computing infrastructure to access Licensee's instances of the PPM Software Product residing on the Licensee's computing infrastructure to be used for work at/for the facility owned and/or operated by Licensee.



Each CH-O/O license permits 24 hours a Day Concurrent use of the Software Product. Each CH-O/O license permits a single Concurrent use on the Licensee's instance of the PPM Software Product residing on Licensee's computing infrastructure. If either Licensee or the other Person has multiple CH-O/O licenses for the Software Product, then at any time Licensee or other Person may have as many licenses of the Software Product in use as it has licenses. There is a single use of a CH-O/O license when it is loaded in memory for execution on a single workstation or remote application server.

Licensee shall at all times host all CH-O/O licenses within Licensee's computing infrastructure. All Licensee's CH-O/O licenses shall be kept on a SmartPlant License Manager (SPLM) server that is separate from Licensee's non CH-O/O licenses. Notwithstanding the foregoing, separate servers are not required for SmartPlant Foundation Named User licenses.

A CH-O/O lease license terminates at the end of the lease period.

- e) "Server software" is designated by VR in the product description. Each license for VR software permits a single copy of VR software to be stored on hard disk and loaded for execution on the specified type of network server and operating system. Each license for VR software permits a designated number of Users to simultaneously access the Software Product on the network server. It is the responsibility of the Licensee to assure that no more than the licensed number of Users access the VR software simultaneously at any one time.
- "Single-use software" is designated by SU in the product description. Each license for SU software permits a single copy to be stored on hard disk and loaded for execution on a single designated workstation and operating system. It is the responsibility of the Licensee to assure that SU software is not moved to a second workstation until it has been completely removed from the first workstation.
- "Named User software" is designated by NU in the product description. A Named User is defined as an individual employed by the Licensee who is authorized by the Licensee to use the Software Product and associated Software Product programs on the designated system under the terms of the License Agreement, regardless of whether the individual is actively using the Software Product programs at any given time. The number of Named Users is determined by simply counting the number of people who will have access to the Software Products.
- h) "Bundled Software Product." Certain Software Products may be offered for licensing as a bundle. Software Product bundles are indicated by a specific part number that corresponds to a product description in the price book indicating that the Software Product is licensed as a bundle. Software Products licensed as a bundle may be used in any combination but at no time may aggregate use of the Software Products exceed the number of bundled licenses purchased by the User. Not all Software Products are available to be licensed as a bundle. Software Products sold as a bundle are still governed by a standard license type contained in this Agreement, for example CS or CX.
- i) "Process Run software" is designated by PR in the product description. A PR license runs as long as the single process for which it is started. An additional PR license is needed for each application software process that is started. A PR license will be considered used when started.

The language in Sections e and g above shall apply except for the license of the token version of SmartPlant Foundation software. The token version of SmartPlant Foundation software is licensed as follows:

- a) Token-based applications are licensed as "Server Software." Each license for Server Software permits a single copy of Server Software to be stored on hard disk and loaded for execution on the specified type of network server and operating system. Token-based applications may require the installation of client-based software on local user nodes (e.g., personal computers, workstations, etc.). Such client-based software may be installed on an unlimited number of user nodes. Access to the SmartPlant Foundation token-based application through these user nodes will require the following access mechanism:
 - (i) A "Daily Token" is an access mechanism that allows up to twelve (12) hours of continuous access (clock time) to the Server Software after which time another Daily Token will be required. Daily tokens are used as an access mechanism in the purchase model.

Licensee and Users may:

- Copy this Software Product into any machine-readable or printed form solely for backup purposes in support of Licensee's licensed use of the Software Product;
- 2) Transfer this Software Product and license within Licensee's Company (intra-company transfer) as set forth in the PPM Software Transfer Policy. A copy of the PPM Software Transfer Policy is available upon request. If Licensee does transfer a seat or seats of this Software Product, Licensee must at the same time either transfer all copies, modifications, or merged portions of the seat(s) being transferred, in whatever form, to the same party, or Licensee must destroy those not transferred. "Company" includes Licensee's own company or a company or organization in which the transferring entity owns a fifty percent (50%) or greater interest.



- 3) Use the Software Product only in accordance with PPM's education policy in those cases where an education license has been granted. This policy is available on request.
- 4) The Licensee may install SPLM license Keys in a virtualized environment provided that the virtualized environment is configured in such a manner to safeguard against duplication of the SPLM license Keys.

Licensee must reproduce and include the copyright notice on any copy, modification, or portion of this Software Product merged into another software program.

Licensee and Users may not:

- Transfer this Software Product and license to another company or entity (inter-company transfer). If Licensee does transfer possession of any copy, modification, or merged portion of the Software Product to another party except as expressly provided herein, the license is automatically terminated.
- 2) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying user interface techniques or algorithms of the Software Product by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent Licensee may be expressly permitted to decompile under applicable law in the European Union, in order to achieve necessary operability of the Software Product with another software program, and Licensee has first requested PPM to provide the information necessary to achieve such operability and PPM has not made such information available. PPM has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by PPM or obtained by Licensee, as permitted hereunder, may only be used by Licensee for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software Product. Requests for information from Users in the European Union with respect to interoperability should be directed to the Services group for the local PPM office or write Hexagon PPM, 305 Intergraph Way, Madison, AL 35758.
- 3) Use, copy, modify, sell, or transfer this Software Product, or any copy or merged portion, in whole or in part, except as expressly provided for in this Agreement.
- Circumvent the licensing, Keys, files, and/or policy.
- 5) Allow other Persons or employees of other Persons to access PPM Software Product licenses residing on Licensee's computing infrastructure unless PPM has granted the Licensee written permission to do so and other Person accessing Licensee's computer infrastructure has CH-EPC or CH-O/O licenses for said access.
- Install CH-EPC licenses for one project on the same license server (SPLM) on which CH-EPC licenses are installed for another project.
- 7) Mix CH-EPC or CH-O/O licenses with any other license type on the same SPLM server.

For SmartPlant Foundation licenses, only the prohibitions of 1-5 above shall apply.

ADDITIONAL LICENSE RESTRICTIONS

Some Software Products may have additional license restrictions that are incorporated herein by reference that are included on the price page attached to the sales quote or found at the following website http://smartsupport.intergraph.com. Click on 'View Downloads' and then, under 'Useful Links', click Additional License Restrictions.

ADDITIONAL INFORMATION

- a) If this Software Product is purchased as an upgrade or provided as an update to a previous version of licensed software, this Software Product may be used only to replace the previous version, and no additional license is granted. This Software Product and the previous version may not be separately used or transferred to a third party.
- b) For the continued use of some Software Products it may be necessary for Licensee to reregister and obtain new license Keys from time to time.

DATA PROTECTION

Licensee acknowledges and agrees to the collection of data related to the following:



- a) Unauthorized use of the Software Products. PPM takes measures to stop unauthorized use of its Software Products. The Software Product may include security mechanisms that are able to detect installations and/or use of unauthorized copies of PPM's products. Data relating to such unauthorized use of the Software Products may be transmitted to PPM. This transmission occurs only when there is an unauthorized use of the Software Product and only contains data that relates to the unauthorized use. The data collected in this section may contain limited personal data.
- b) Software Analytics. PPM collects software analytics for measurement, analysis and reporting for the purposes of understanding and optimizing the software.
- c) **Usage Reports.** To facilitate billing and usage purposes (particularly with leased software), PPM collects data for the purpose of assembling usage reports.

Other than necessary for enforcement of this license under a), no personal data is collected or transmitted under this Section. By using the Software Products, Licensee agrees and consents to collection of all data under this Section as well as the transmission to PPM of the data described in (a), (b) and (c) above. Licensee further warrants that the necessary mechanisms are in place to obtain all necessary disclosures and consents from any employees or third parties accessing the Software Products and that Licensee has obtained such consents prior to allowing their use of the Software Products.

AUDIT

PPM shall have the right, during Licensee's normal business hours, to audit the Licensee's use of the licensed Software Product and Licensee's compliance with the provisions of this Agreement. PPM must give Licensee thirty (30) days advance written notice prior to an audit. The right of audit shall be limited to once per calendar year. Prior to the start of an audit, PPM's personnel, or third party personnel under the direction of PPM, will sign a non-disclosure agreement to be provided by Licensee. During the audit, PPM's personnel or third party personnel, if applicable, will be provided reasonable access to both Licensee's records and personnel. The cost of the audit shall be paid by PPM unless the results of the audit indicate that Licensee has underpaid fees to PPM, in which case, the Licensee agrees to promptly pay PPM such fees at the price previously agreed to for such licensed Software Product and further agrees to bear all costs associated with the audit.

DOCUMENTATION

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

TERM

The license is effective until terminated. Licensee may terminate it at any time by destroying this Software Product together with all copies, modifications, and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or upon (i) Licensee's failure to comply with any term or condition of this Agreement, (ii) any unauthorized transfer of possession of the licensed Software Product or any copy, derivative incorporation thereof, (iii) circumvention of the Software Product protection device, if any exists, or this Agreement, or (iv) if Licensee fails to pay the appropriate license fee(s). Upon termination of this Agreement, Licensee agrees to return to PPM or destroy this Software Product together with all copies, modifications, and merged portions in any form.

PPM'S WARRANTIES

PPM warrants and represents that it has the right to grant this license. Additional warranties may be provided by the local selling entity from whom Licensee purchased this license. The local selling entity of this license is solely responsible for any such warranty, and PPM disclaims any liability therefor.

DISCLAIMER OF WARRANTIES

EXCEPT AS PROVIDED HEREIN, PPM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE PRODUCT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

LIMITATION OF DAMAGES

IN NO EVENT WILL PPM OR A HEXAGON GROUP COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL INCIDENTAL, SPECIAL, OR PUNITIVE 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 PPM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



UNDER NO CIRCUMSTANCES SHALL PPM'S OR A HEXAGON GROUP COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT PPM HAS BEEN PAID BY LICENSEE UNDER THIS AGREEMENT AT THE TIME THE CLAIM IS MADE. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THIS SECTION IS INVALID, THEN PPM AND A HEXAGON GROUP COMPANY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

EXPORT CONTROLS

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 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).
- c. To any entity when Licensee 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 Licensee knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of these 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. Licensee shall hold harmless and indemnify PPM for any causes of actions, claims, costs, expenses, and/or damages resulting to PPM from a breach by Licensee or any User of the export restrictions set forth in this Agreement.

GENERAL

SPLM Journal Files: Licensee will provide the SPLM produced Journal File(s) to PPM on a monthly basis using the automated facility provided by PPM as part of SPLM.

If this Software Product is acquired directly or indirectly on behalf of a unit or agency of the United States Government, this provision applies. For civilian agencies: This Software Product was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software - Restricted Rights clause at 52.227-19 of the Federal Acquisition Regulations ("FAR") and its successors, and is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense ("DoD"): This Software Product is "commercial computer software" as defined at DFARS 252.227-7014 and the rights of the Government are as specified at DFARS 227.7202-3.

Any attempt to sublicense, assign, or transfer the license or the Software Product except as expressly provided in this Agreement is void.

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.

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 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.

This Agreement will be governed by the laws of the State of Alabama. Exclusive Jurisdiction and venue for any dispute arising from this Agreement or relating to the Software Product shall be in the United States District Court for the Northern District of Alabama, Northeastern Division, or the Circuit Court for Madison County, Alabama. 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.

Licensee agrees that it will hold all parts of the Software Product and Documentation in confidence and will not sell, transfer, loan or make disclosure of the Software Product to any of its partners and third parties, unless specifically provided for in this Agreement.

Should Licensee have any questions concerning this Agreement, Licensee may contact the local PPM office or write Hexagon PPM, 305 Intergraph Way, Madison, AL 35758.

SUPPORT SERVICES

Maintenance of licensed Software Products may be provided at a separate charge and in accordance with PPM's standard maintenance options and the then current *Software Maintenance Support Agreement*, a copy of which is available upon request. Maintenance services for reference data are not included under PPM's standard *Software Maintenance Support Agreement*.

Please contact the local sales representative for information about PPM's current maintenance options.

OPEN SOURCE SOFTWARE

Some products may contain Open Source Software, which is licensed pursuant to the terms of the applicable open source license agreement. Nothing contained in this Software License Agreement shall restrict any rights provided specifically for any Open Source Software by the open source licensor; however, any rights that are broader than those granted in this Software License Agreement shall be applicable solely to the Open Source Software component. Additional open source license information may be found in the About Box or Readme Files of the applicable Software Product.

ANY OPEN SOURCE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL PPM, THE AUTHORS OR COPYRIGHT HOLDERS OF THE OPEN SOURCE SOFTWARE BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE OPEN SOURCE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE OPEN SOURCE SOFTWARE.

NOTWITHSTANDING THE LIMITATION OF DAMAGES STATED ABOVE FOR PPM SOFTWARE PRODUCTS, IN NO EVENT WILL PPM, ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE OPEN SOURCE SOFTWARE AS PERMITTED UNDER ITS LICENSE, BE LIABLE TO LICENSEE FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN SOURCE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY LICENSEE OR THIRD PARTIES OR A FAILURE OF THE OPEN SOURCE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF PPM, SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If the disclaimer of warranty and limitation of liability provided above for the Open Source Software cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Open Source Software, unless a warranty or assumption of liability accompanies a copy of the Open Source Software in return for a fee.

Nothing in the immediately foregoing clauses affects any stated warranty in this Software License Agreement with regard to the Software Products(s) as a whole.

THE FOLLOWING ADDITIONAL LANGUAGE IS APPLICABLE WHEN LICENSING CERTAIN PPM SOFTWARE PRODUCTS:

<u>Limited Run License</u>. For certain Software Products and so designated in eLicense, a limited run license may be available. A limited run license expires after a specified number of analytical calculations have been executed. For example, in CAESAR II, an analysis is defined as an individual static or dynamic pipe stress analysis calculation. Limited run licenses are sold in multiples of fifty (50) calculations.

CAESAR II, PV Elite, CADWorx Design Review, CADWorx Design Viewer, and CodeCalc Software Products. CAESAR II, PV Elite, CADWorx Design Review, CADWorx Design Viewer, and CodeCalc Users are hereby notified that Tech Soft 3D, L.L.C., 931 Ashby Ave., Berkeley, CA 94710 ("Tech Soft 3D") is a third-party beneficiary to this Agreement to the extent that this Agreement



contains provisions which relate to CAESAR II, PV Elite, CADWorx Design Review, CADWorx Design Viewer, and/or CodeCalc Users' use of the Software Product. Such provisions are made expressly for the benefit of Tech Soft 3D and are enforceable by Tech Soft 3D in addition to PPM.

CAESAR II and CADWorx Design Review Software Products. CAESAR II and CADWorx Design Review contain Autodesk® RealDWG by Autodesk, Inc., copyright © Autodesk, Inc. All rights reserved. Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903 ("Autodesk") is a third-party beneficiary to this Agreement to the extent that the Software Product contains RealDWG and to the extent that the provisions herein relate to Licensee's use of the Software Product containing RealDWG. Such provisions are made expressly for the benefit of Autodesk and are enforceable by Autodesk in addition to PPM.

<u>Trademarks.</u> AutoCAD, ObjectARX, and RealDWG are trademarks of Autodesk. HOOPS is a trademark of Tech Soft 3D, L.L.C. Other trademarks are the property of their respective owners.

THE FOLLOWING ADDITIONAL LANGUAGE IS APPLICABLE WHEN LICENSING SMARTPLANT ELECTRICAL DETAILED AND SIGRAPH SOFTWARE PRODUCTS:

SmartPlant Electrical Detailed and the sigraph Software Products contain Progress Software. This third party software is licensed to PPM and Licensee subject to the terms of a third party license. PPM will, at Licensee's request, provide a copy of this license. Progress/ObjectStore software embedded in SmartPlant Electrical Detailed and the sigraph Software Products may only be used with or as part of SmartPlant Electrical Detailed and the sigraph Software Products.

THE FOLLOWING ADDITIONAL LANGUAGE IS APPLICABLE WHEN LICENSING SMARTPLANT CONSTRUCTION SOFTWARE PRODUCTS:

SmartPlant Construction Software Products contain Business Objects Software. This third party software is licensed to PPM and Licensee subject to the terms of a third party license. PPM will, at Licensee's request, provide a copy of this license. Business Objects/Crystal Reports Runtime Product software embedded in SmartPlant Construction Software Products may only be used with or as part of SmartPlant Construction Software Product.

"Runtime Product" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with the Product.

Licensee agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;

Licensee agrees not to distribute the Runtime Product to any third party;

Licensee agrees not to use the Runtime Product to create for distribution a product that is generally competitive with Business Objects product offerings;

Licensee agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Business Objects;

Licensee agrees not to use the Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third parties;

BUSINESS OBJECTS AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. BUSINESS OBJECTS AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE.

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND PPM WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN LICENSEE AND PPM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Intergraph is a registered trademark of Intergraph Corporation. Other brands and product names are trademarks of their respective owners. PPM is not responsible for inadvertent errors.

DDCC318Z0 06/17