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proprietary and confidential Intergraph's Confidential Information and any information or data provided by Intergraph, in whatever form, as you would treat your own proprietary and confidential information and data, but in any event, no less than with reasonable care, and to comply with all license requirements, copyright, patent, trademark and trade secret laws as they may pertain to any of Intergraph's Confidential Information or other information or data provided by Intergraph.

11.0 GENERAL.

11.1 Entire Agreement. You acknowledge that you have read this EULA, understand it and agree to be bound by its terms and conditions. You further agree that this EULA is the complete and exclusive statement of the agreement between you and Intergraph relating to the subject matter of this EULA and that this EULA supersedes any proposal or prior agreement, oral or written, and any other communications between you and Intergraph relating to the subject matter of this EULA. This EULA may be amended only by a written instrument signed by both you and Intergraph; *provided however*, certain Intergraph SOFTWARE PRODUCTS and Updates may be subject to additional terms and conditions contained in a EULA Addendum or separate EULA that is delivered with the applicable SOFTWARE PRODUCT or Update. Any reproduction of this EULA made by reliable means (for example, printed, photocopy or facsimile) will be deemed an original.

11.2 Severability. Whenever possible, each provision of this EULA shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this EULA 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 EULA.

11.3 Headings. The various headings in this EULA are inserted for convenience only and shall not affect the meaning or interpretation of this EULA or any section or provision of this EULA.

11.4 No Waiver. Any failure by either party to enforce performance of this EULA shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this EULA.

11.5 Notices. Any notice or other communication ("Notice") required or permitted under this EULA shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this EULA commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Intergraph's address for Notices is Intergraph Corporation, 170 Graphics Drive, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

11.6 Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this EULA without the prior written consent of the other party, except that Intergraph may assign its rights and obligations under this EULA, without your approval, to (i) an entity which acquires all or substantially all of the assets of Intergraph or the Intergraph division providing a product or service subject to this EULA; (ii) an entity which acquires all or substantially all of the product or product line assets subject to this EULA; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Intergraph. Any attempt by you to sublicense, assign or transfer the license or the SOFTWARE PRODUCT, except as expressly provided in this EULA, is void and immediately terminates the license.

11.7 Other Intergraph software products. If you have or use other Intergraph software products, please read this EULA and all other terms and conditions carefully, as there may be differences in the terms and conditions.

11.8 Limited Relationship. The relationship between you and Intergraph is that of independent contractors and neither you nor your agents shall have any authority to bind Intergraph.

11.9 Governing Law; Venue and Jurisdiction. This EULA shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Alabama and shall have been deemed to have been accepted in Madison, Alabama, United States. You and Intergraph agree that any legal action or proceeding arising, directly or indirectly, out of or relating to this EULA shall be instituted in the Circuit Court for Madison County, Alabama, United States or the United States District Court for the Northern District of Alabama, Northeastern Division. You and Intergraph agree to submit to the jurisdiction of and agree that venue is proper in these courts for any such legal action or proceedings. This EULA shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11.10 WAIVER OF JURY TRIAL. INTERGRAPH AND YOU EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL PROCEEDING ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THIS EULA. BOTH INTERGRAPH AND YOU (I) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER



PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (II) ACKNOWLEDGE THAT BOTH INTERGRAPH AND YOU HAVE BEEN INDUCED TO ENTER INTO THIS EULA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS WAIVER OF JURY TRIAL.

11.11 Injunctive Relief; Cumulative Remedies. You acknowledge and agree that a breach of this EULA by you could cause irreparable harm to Intergraph for which monetary damages may be difficult to ascertain or may be an inadequate remedy. You agree that Intergraph will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of this EULA by you, and you expressly waive any objection that Intergraph has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this EULA are cumulative and concurrent and may be pursued separately, successively or together.

11.12 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this EULA, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.

11.13 Governing Language. The controlling language of this EULA is English. If you received a translation of this EULA into another language, it has been provided for your convenience only.

11.14 USE OUTSIDE THE UNITED STATES. If you are located outside the United States, then the provisions of this section shall also apply: (i) Les parties en présence confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient rédigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the SOFTWARE PRODUCT, and you represent that you have complied with any and all regulations or registration procedures required by applicable law to make this EULA fully enforceable.

11.15 Survival. The provisions of this EULA which require or contemplate performance after the expiration or termination of this EULA shall be enforceable notwithstanding said expiration or termination.

12.0 ADDITIONAL TERMS FOR SPECIFIC SOFTWARE PRODUCTS.

12.1 GeoMedia Software – Additional Terms. The software license specifically for GeoMedia Viewer permits copies to be stored on hard disk and loaded for execution on one or more workstations. The GeoMedia Viewer software may be freely copied, transferred and loaned both inside and outside your company.

12.2 Beta Software - Additional Terms. If the SOFTWARE PRODUCT you received with this EULA is pre-commercial release or beta software ("Beta Software"), then the following additional terms apply. To the extent that any provision in this section is in conflict with any other terms or conditions in this EULA, this section shall supercede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. You shall hold all information concerning Beta Software and your use and evaluation of such information and the Beta Software (collectively, "Beta Software Information") in confidence and with the same degree of care you use to keep your own similar information confidential, but in no event shall you use less than a reasonable degree of care; and you shall not, without the prior written consent of Intergraph, disclose such Beta Software Information to any person or entity for any reason at any time; *provided, however,* it is understood that you may disclose any Beta Software Information to those of your representatives who actually need such information for the purpose of participating in the proposed evaluation and testing ("Beta Testing") of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of the terms of this EULA. You shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. You agree to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. You acknowledge that the Beta Software is a pre-release, beta version, does not represent final product from Intergraph, and may contain bugs, errors and other problems that could cause system or other failures and data loss. THE BETA SOFTWARE IS PROVIDED TO YOU "AS-IS", AND INTERGRAPH DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO YOU OF ANY KIND. **You may use the Beta Software only for evaluation and testing and not for general production use.** You acknowledge that Intergraph has not promised or guaranteed to you that Beta Software or any portion thereof will be announced or made available to anyone in the future, Intergraph has no express or implied obligation to you to announce or introduce the Beta Software and that Intergraph may not introduce a product similar to or compatible with the Beta Software. Accordingly, you acknowledge that any research or development that you perform regarding the Beta Software or any product associated with the Beta Software is done entirely at your own risk. During the term of this EULA, if requested by Intergraph, you will provide feedback to Intergraph regarding Beta Testing, including error or bug reports. Upon receipt of a later unreleased version of Beta Software or release by Intergraph of a publicly released commercial version of the SOFTWARE PRODUCT, you agree to return or permanently destroy all earlier Beta Software received from Intergraph. You agree that you will return or destroy all unreleased versions of the Beta Software within thirty (30) days of the completion of Beta Testing when such date is earlier than the date for Intergraph's first commercial shipment of the publicly released commercial software.



12.3 Evaluation Software - Additional Terms. If the SOFTWARE PRODUCT you have received with this EULA is provided specifically for evaluation purposes (“Evaluation Software”), then the following section applies until such time that you purchase a license of the full retail version of the SOFTWARE PRODUCT. To the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section shall supercede such other terms and conditions with respect to the Evaluation Software, but only to the extent necessary to resolve the conflict. **You may use the Evaluation Software only for evaluation and testing and not for general production use.** You acknowledge that the Evaluation Software may contain limited functionality and/or may function for a limited period of time. Intergraph is licensing the Evaluation Software on an “AS-IS” basis, solely for your evaluation to assist in your purchase decision. If the Evaluation Software is a timeout version, then the program will terminate operation after a designated period of time following installation (the “Time Out Date”). Upon such Time Out Date, the Evaluation Software license will cease operation and you will not be able to use the SOFTWARE PRODUCT, unless you purchase a license for a full retail version of the SOFTWARE PRODUCT. You acknowledge that such Evaluation Software shall cease operation upon the Time Out Date and accordingly, access to any files or output created with such Evaluation Software or any product associated with the Evaluation Software is done entirely at your own risk.

12.4 Educational Software Product – Additional Terms. If the SOFTWARE PRODUCT you have received with this EULA is Educational Software Product (where either an education price is paid for the SOFTWARE PRODUCT, or the SOFTWARE PRODUCT is received by virtue of your participation in an Intergraph program designed for educational or research institutions, or is received through an education grant from Intergraph), you are not entitled to use the SOFTWARE PRODUCT unless you qualify in your jurisdiction as an Educational End User. **You may use the Educational Software Product only for educational and research purposes.** Commercial and general production use of Educational Software Products is specifically prohibited. Additional terms and conditions, as well as the definition of an Educational End User, are detailed in Intergraph’s Education Policy which is available from Intergraph upon request.

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