Master Subscription Agreement
for ETQ Reliance®

This Master Subscription Agreement governs Customer's purchase, use of and access to the Services. The Agreement is by and between Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division, a Delaware corporation with offices at 305 Intergraph Way, Madison, Alabama 35758 ("**Hexagon**") and the company or other legal entity accepting this or represented by the individual that accepts the Agreement ("**Customer**"). By entering into an Order Form that references this Agreement, Customer agrees to be bound by the terms and conditions of this Agreement. The Agreement governs Customer's and its Affiliates' and each of its and their Active Users' use of and access to the Services.

The Agreement was last updated on July 1, 2025, and is made effective between Customer and Hexagon as of the date Customer executes an Order Form ("**Effective Date**") by executing an Order Form.

DEFINITIONS.

"**Affiliate**" means a person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the specified person. Such person is an Affiliate only so long as such Control exists. "**Control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" means this Master Subscription Agreement ("**MSA**"), all executed Order Forms, and all terms and conditions referenced herein or in an Order Form, and any other Hexagon policies or agreements that reference this Agreement, including the Terms and Conditions of Customer Support, Acceptable Use Policy, and Master Professional Services Agreement, to the extent applicable.

"**Concurrent User**" means a single individual permitted access to and use of the Services, at all times up to the maximum number of Concurrent User Subscription licenses purchased by Customer, as specified in an Order Form, regardless of the location from which the Services are accessed. Concurrent Users shall be limited to Customer and its Affiliates and its and their employees, agents and independent contractors, provided that any such Affiliate, employee, agent or independent contractor (individual person or entity) shall first be subject to written obligations of confidentiality which provide substantially the same protection to the Services as Section 8 (Confidentiality) herein, and Customer has paid Hexagon the applicable Subscription License fee for each Concurrent User. Customer shall be responsible for any damages resulting from unauthorized use, disclosure, or duplication of the Services or Documentation resulting from its possession by any third party to which Customer has disclosed or permitted to access same.

"**Confidential Information**" means all information disclosed by a party to the Agreement ("**Disclosing Party**") to the other party to the Agreement ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limitation, the Services, Documentation, and the ideas, concepts, know-how, techniques, inventions, processes, designs, methods, discoveries and improvements reflected or embodied therein, Hexagon business information, Hexagon business plans and Hexagon financial information constitute and comprise Confidential Information and trade secrets of Hexagon. Customer Data shall constitute and comprise Confidential Information of Customer.

"**Customer Data**" means any data entered into, processed by, or outputted from the Services, as a result of the authorized operation of the Services by Customer or any Concurrent Users, excluding any component of the Services or Documentation itself, whether a Modification, extension, configuration, enhancement, derivative, improvement, Aggregate Data and Statistical Data defined in Section 2.1 below, or otherwise.

"**Documentation**" means any non-public manuals, specifications, instructions, or other materials in any medium, describing the functionality or operation of the Services and made available to Customer under the Agreement. Documentation is considered Services solely for purposes of Sections 3 (Intellectual Property and Licenses) and 8 (Confidentiality).

"**ETQ Insights®**" means the analytics solution to collect, store, and analyze structured and unstructured data generated from ETQ Reliance®. ETQ Insights® is a distinct and separate software product from ETQ Reliance® and does not constitute an Update to the Services. For purposes of this Agreement, the term Service shall also refer to ETQ Insights®.

"**Mobile App**" means the Services made available by Hexagon for installation on a device owned or controlled by Customer or authorized Concurrent Users. The Mobile App is a distinct and separate Service product from ETQ Reliance® and does not constitute an Update to the Service. For purposes of this Agreement, the term Service shall also refer to the Mobile App.

"**Order Form**" means a proposal, quotation, order form, online form, or other ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Hexagon, including any addenda and supplements thereto.

"**Read-Only User**" means a Concurrent User permitted access to and use of the Services solely for the limited purpose of viewing documents created using the Services or residing within the Services.

"**Reseller**" means a Hexagon group-unaffiliated third-party reseller authorized by Hexagon to market and/or support the Services.

"**Services**" means ETQ Reliance® and related products and services that are ordered by Customer under an Order Form and made available online by Hexagon, including associated Hexagon offline or mobile components, as described in the Documentation.

"**Third Party Service Providers**" means third party contractors or subcontractors used by Hexagon or its Affiliates to provide services under the Agreement.

1. SERVICES.

1.1. Provision of Services. Hexagon will make the Services and Documentation available to Customer pursuant to the Agreement. Customer may permit its Affiliates and its and their employees, agents and independent contractors to access and use the Services as Concurrent Users subject to Section 1.6 (Additional Concurrent Users), provided that Customer shall be responsible for the payment of all fees and costs associated therewith, shall ensure the compliance by any such Affiliate and Customer's and its Affiliates' Concurrent Users with the terms and conditions of the Agreement, and shall be jointly and severally liable for any breach of the terms and conditions of the Agreement by any of the foregoing. Hexagon shall provide customer support with each Subscription License (defined below) for the applicable Subscription Term (defined below) in accordance with the Terms and Conditions of Customer Support set forth at https://www.etq.com/app/uploads/2020/08/etq-terms-and-conditions-of-customer-support.pdf and incorporated herein by reference, and at the customer support level set forth in the applicable Order Form. Hexagon will use commercially reasonable efforts to make the Services available in accordance with the Services Availability Commitment set forth at https://www.etq.com/app/uploads/2020/08/etq-services-availability-commitment.pdf and incorporated herein by reference. Customer may purchase professional services for implementation and/or configuration of the Services for Customer's internal business needs, which professional services shall be governed by the Master Professional Services Agreement set forth at https://www.etq.com/app/uploads/2020/08/etq-master-professional-services-agreement.pdf and incorporated herein by reference.

1.2. Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions, (b) subscriptions for Services or additional Concurrent Users may be added during a subscription term at Hexagon's then-current pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

1.3. Access Rights. Hexagon hereby grants to Customer, and Customer hereby accepts, subject to the terms and conditions of the Agreement, a non-exclusive, non-sublicensable and nontransferable (subject to Section 12.1 (Assignment)) right to access and use a single production instance of the Services and Documentation solely for its intended purpose as described in the Documentation and as permitted by the Agreement ("**Subscription License**"), in each case for the duration of the term specified in the applicable Order Form and any renewal thereof pursuant to Section 6.2 (Subscription Term) (the "**Subscription Term**") and by no more than the number of Concurrent Users specified in the applicable Order Form for which Customer has purchased Subscription Licenses. No other use of the Services or Documentation is permitted.

1.4. Documentation License. Customer is granted a nonexclusive, non-sublicensable and nontransferable (subject to Section 12.1 (Assignment)) license for each Concurrent User to download and use a single copy of the Documentation in connection with its use of the Services, subject to all restrictions applicable to the Services, except that each Concurrent User may make a single copy of the Documentation solely for backup or archival purposes. Customer shall reproduce and include Hexagon's copyright and other proprietary rights notices on any such copies, including partial and physical copies in any form**.** Documentation includes downloadable documents, videos and interactive wizards and any other media which describes the functionality and usability of the Services.

1.5. Mobile Application. Customer's Concurrent Users may access the Mobile Application. Use of the Mobile Application shall be governed by the Mobile App Terms and Conditions contained in the Mobile App and located at https://www.etq.com/app/uploads/2020/08/etq-mobile-app-terms-and-conditions.pdf and incorporated herein by reference. Offline usage of the Mobile App will be counted as a Concurrent User.

1.6. Additional Concurrent Users. Use of the Services is subject to the total number of Concurrent Users purchased by Customer. Hexagon will invoice Customer for any Concurrent Users in excess of the number of purchased Concurrent Users at Hexagon's then-current rates. If Customer does not timely pay for such additional Concurrent Users, Hexagon may, in its sole discretion, suspend Customer's and its Affiliates' and its and their Concurrent Users' access to the Services or terminate the Agreement in accordance with Section 6 (Term and Termination). In addition, Customer may purchase access to the Services for additional Concurrent Users at Hexagon's then current pricing by executing an Order Form.

1.7. User IDs and Logins. Any user login and other ID for the Services may not be shared or used by more than one individual during any given period of time. However, Customer may reallocate or reassign user logins or IDs from time to time, as reasonably necessary to accommodate changes in personnel and duties. Customer is responsible and liable for all access to and use of the Services through any user login or other ID assigned to Customer or otherwise used to access the Services made accessible to Customer. Customer shall maintain Customer's user IDs and passwords as strictly confidential and not disclose them to any third party. Customer shall notify Hexagon immediately of any unauthorized use of any user login or other ID assigned to Customer, or any other actual or suspected breach of security related to the Services of which Customer becomes aware.

1.8. Modifications. Notwithstanding the foregoing, Customer may create or request that Hexagon create modified versions or configurations of the forms, workflows, or routings contained in the databases originally supplied in the Services and as permitted by the functionality of the Services (collectively, "**Modifications**"). Such Modifications are limited to customizing only those forms, workflows, or routings contained in the databases as originally supplied in the Services, solely as permitted by the functionality of the Services and solely for their original intended purpose as dictated by the Service's original configuration. Hexagon shall own all rights, including intellectual property rights, in and to the Modifications. To the extent Customer owns any rights, including intellectual property rights, in and to any Modifications, Customer hereby assigns them to Hexagon. Customer shall have a license to use Modifications to the same extent that Customer has a license to use the Services pursuant to the Agreement and Modifications shall

be deemed part of the Services, subject to all restrictions contained in the Agreement. Notwithstanding anything to the contrary in this Section 1.8, Customer may not create Modifications to ETQ Insights®.

1.9. Restrictions.

1.9.1   Usage Restrictions. Except as expressly permitted by the Agreement, Customer shall not: (a) reverse assemble, reverse engineer, decompile, or otherwise translate, use, copy, modify, prepare derivative works from, transmit or distribute by any means any portion of the Services; (b) market, distribute, rent, sell, lease, sublicense or transfer the Services or the use thereof to any third party; (c) charge, or allow others to charge, any third party for use of the Services; (d) use the Services in the operation of a service bureau or time-sharing arrangement, or otherwise allow direct or indirect use of the Services (including via the Internet) to generate revenue for Customer; (e) defeat or attempt to defeat any security mechanism of the Services or knowingly permit any third party to do so; (f) use the Services to store, send, or provide access to obscene or otherwise illegal materials or to store, send, or provide access to materials that would infringe upon any intellectual property rights or violate any privacy rights of any third party; (g) use the Services in any other manner that does not comply with applicable laws, rules, and regulations; (h) use the Services to store or transmit malicious or disruptive code; (i) copy the Services or any part, feature, function or user interface thereof or frame or mirror any part of any Services; (j) access or use the Services for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service; (k) breach the Acceptable Use Policy, available at https://www.etq.com/app/uploads/2020/08/etq-acceptable-use-policy.pdf and incorporated herein by reference; (l) use ETQ Insights® to develop a product that converts any ETQ Insights® file 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 Hexagon; (m) publicly disseminate performance information or analysis relating to the Services; or (n) use the Services in excess of the applicable contractual limits.

1.9.2   Third Party Services. The Services may contain or rely on components that are owned by Hexagon or third parties and have been licensed to Hexagon. Customer may not use the components other than through Customer's use of the Services as expressly permitted by the Agreement. Hexagon is required to publish the disclaimers, notices and other terms applicable to such third party software, which are viewable in the Service's "About" screen, and Customer agrees to same to the extent required therein. Any prohibitions or limitations in the Agreement that apply to Customer shall apply equally to Customer's Affiliates and its and their Concurrent Users.

1.9.3   Customer's Responsibilities. Customer shall be solely responsible for (a) ensuring and preserving the truthfulness, accuracy, quality, legality, appropriateness and secrecy of Customer Data, and (b) ensuring that Customer Data does not infringe or misappropriate any trade secret, or violate or contravene any applicable laws, rules, or regulations. Customer further agrees, represents, and warrants that it has obtained binding consents and approvals from all necessary persons, authorities, or individuals, and has complied with all applicable laws, rules, and regulations to allow Hexagon to use the Customer Data to provide Services under the Agreement**.** Customer shall comply with all applicable data protection laws and regulations governing the protection of personal data in relation to its performance under the Agreement. Customer shall limit the amount of personal data included in the Services to the minimum necessary for the provision of the Services.

1.9.4   Suspension of Access. Hexagon may immediately suspend or disable access to and use of the Services if, as a result of Customer's or its Affiliates' or its or their Concurrent Users' use of the Services or breach of the Agreement, Hexagon reasonably believes: (a) it is likely to be subject or exposed to criminal or civil sanctions, prosecution or suit; or (b) such use or breach is likely to cause harm to Hexagon or Hexagon's other customers or their respective employees or interfere with the integrity, operations or security of the Services or Hexagon's network or systems or those with which Hexagon is interconnected, or interfere with another customer's use of any of the foregoing. Hexagon may also suspend or disable access to and use of the Services if required in order to comply with a court order or government requirement. In the exercise by Hexagon of its right to act immediately under this Section 1.9.4, Hexagon shall provide as much advance notice as is reasonably practicable under the circumstances. If advance notice is not reasonably practicable, Hexagon shall provide subsequent notice promptly thereafter. Customer shall promptly cooperate with Hexagon in attempting to resolve the issue giving rise to any suspension or disablement of access to and use of the Services. The foregoing shall be in addition to the termination rights of either party hereunder.

1.9.5   Fair Use. In order to give all of our customers fair access to system resources for the Services ("Fair Use"), Hexagon monitors technical usage. Hexagon does not charge extra costs when the Services are used reasonably and normally. In order to determine the scope of Fair Use, Hexagon takes into account Customer's contract and the observed usage of other Hexagon customers. In the event Customer's usage of the Services' environment exceeds Customer's allotted storage by 1.5X, Hexagon will contact Customer to discuss the situation and potential alternatives. If Customer does not reduce its usage, Hexagon reserves the right to charge for additional usage, limit the available storage, bandwidth, database usage, API usage or allowed notification emails and volume of tickets, for example. Customer's initial storage will be 5GB attachment storage per CCU and storage will be increased annually by 10% at no additional cost.

To prevent a negative effect of excessive system traffic on Customer's user experience or that of other Hexagon customers, Hexagon will compare Customer's usage to the average use of all our customers. If Hexagon detects a situation that could lead to a decrease in service, Hexagon will contact Customer to discuss the situation and may intervene by moving Customer to its own load balancer or isolated server which will incur additional costs.

1.9.6   Access to ETQ Insights®. Customers that are subscribers to ETQ Insights® may access ETQ Insights® dashboards through its Concurrent Users solely to: (a) interact with visualizations generated by Hexagon, or through Hexagon's use of ETQ Insights®, and based on Customer Data; and (b) create visualizations using Customer Data, provided that in each case such Customer Data is relevant to Hexagon's provision of ETQ Insights® to Customer. Customer will receive a number of individual users

for access to ETQ Insights® equal to the number of Concurrent Users purchased by Customer (for example, if Customer purchases 5 CCUs it will receive 5 individual users for ETQ Insights®). Customer may purchase additional users for ETQ Insights® at Hexagon's then-current rates. Customer may not access ETQ Insights® for any other purpose.

1.9.7   Publishing Customer Data. Customer may not publish its own data to ETQ Insights® or use any data other than Customer Data published by Hexagon to ETQ Insights®.

1.9.8   Quality Data Lake. Customers that are subscribers to the Quality Data Lake ("QDL") may access the QDL: (i) through its own Business Intelligence tools; or (ii) by extracting the data in bulk. Customer Data will be published to the QDL directly from ETQ Reliance; Customer may not publish its own data to the QDL. Hexagon will not be responsible for the security, confidentiality or integrity of Customer Data shared outside of the QDL.

1.10. Additional Terms for GovCloud. The below terms are applicable to all of Customer's instances of the Services hosted in the AWS GovCloud (US) region.

1.10.1   U.S. Persons Restricted Access.   Customer represents and warrants that Customer will only access the AWS GovCloud (US) region if: (i) you are a U.S. Person, as defined by 22 CFR part 120.15; (ii) Customer, if required by the International Traffic In Arms Regulations ("ITAR"), has and will maintain a valid Directorate of Defense Trade Controls regulation; (iii) Customer is not subject to export restriction under U.S. export control laws and regulations (e.g. you are not a denied or debarred party or otherwise subject to sanctions); and (iv) Customer maintains an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested by Hexagon, Customer agrees to provide Hexagon with additional documentation and cooperation to verify the accuracy of the representations and warranties set forth in this Section.

1.10.2   Customer's Responsibilities. Customer is responsible for all physical and logical access controls beyond the AWS Network including, but not limited to access to the Services, data transmission, encryption, and appropriate storage and processing of data within AWS GovCloud (US) region. Customer is responsible for verifying that all of Customer's users accessing Customer's Services are eligible to gain access to the Services. The Services may not be used to process or store classified data. If Customer introduces classified data into the Services, Customer shall be responsible for all sanitization costs incurred by Hexagon. Customer's liability under this provision is exempt from any limitations on liability. Customer's instance of the Services shall be maintained in the AWS GovCloud (US) region to the extent purchased by Customer as part of the Services.

1.10.3   Hexagon Responsibilities. Hexagon is responsible for all physical and logical access controls to which Hexagon has control beyond the AWS network necessary to provide access to the Services and such data transmission, encryptions an appropriate storage and processing of data within the AWS GovCloud (US) region, including therein at the levels and to the extent purchased by Customer as part of the Services.

1.10.4   Compliance with Laws. Customer shall be solely responsible for its compliance with all applicable U.S. export laws, rules and regulations, including ITAR. Hexagon shall be responsible for its compliance, and third parties acting on its behalf, with applicable U.S. export laws, rules and regulations, including ITAR.

2.   Customer Data

2.1. Protection of Customer Data. Hexagon will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in its Security Standards available at https://www.etq.com/app/uploads/2020/08/etq-security-standards.pdf. The terms of Hexagon's ETQ Reliance® data processing addendum at https://www.etq.com/app/uploads/2020/08/etq-data-processing-addendum.pdf ("DPA") are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA. Hexagon, its Affiliates, and its third-party service providers that perform services in connection with Hexagon's performance of this Agreement may evaluate Customer's use of the Services, which may include Customer Data solely to the extent necessary for such evaluation. Further, Hexagon may use Customer Data solely to the extent necessary to improve the Services. Hexagon may also use Customer Data in an aggregated and anonymized form (**"Aggregate Data"**) to derive statistical and performance information related to the Services, which it may freely use and disclose in an aggregated and anonymized form, provided that it does not include any data that would reveal the identification of Customer, Customer Data or any other Customer Confidential Information. Customer, on behalf of itself and its Affiliates, acknowledges and agrees that Hexagon and Hexagon Affiliates have the exclusive ownership of any Aggregate Data and the exclusive right to use Aggregate Data for any and all lawful purposes (including without limitation improvement of product and service offerings, statistical analysis, research and development). Further, Hexagon and its Affiliates may, during and after the term of the Agreement, compile other statistical data regarding the performance, operation, or use of the Services or Platform (**"Statistical Data"**). Hexagon and its Affiliates have the exclusive ownership of any Statistical Data and the exclusive right to use Statistical Data for any and all lawful purposes (including without limitation improvement of product and service offerings, statistical analysis, research and development).

2.2. Instance Snapshot. On a daily basis, Hexagon shall use commercially reasonable efforts to take a snapshot of the entire AWS instance stored on separate Amazon S3 volumes. This type of backup is intended to enable Customer to restore an entire instance in the unlikely event of an entire instance failure. For clarification, Hexagon's backup procedures described in this paragraph are not intended to function as an archiving service to make available any given day's or week's data, but are instead intended to aid in disaster recovery. Hexagon shall not be obligated to retain any instance snapshot older than thirty (30) days.

2.3. Return of Customer Data. Hexagon shall, at no additional charge, upon receiving a request from Customer no later than thirty (30) days after the earlier of the effective date of termination or expiration of the Agreement or the Services (either, the "End Date"), provided that Customer has paid Hexagon any outstanding amounts then payable under the Agreement, make available to Customer

for downloading or physical delivery, a file in an industry standard format containing Customer Data as it exists within the Services on the End Date. After such thirty (30) day period, Hexagon shall have no obligation to maintain or provide any Customer Data and may, unless prohibited by applicable law, delete all Customer Data in the Services or otherwise in its possession or control.

3.   INTELLECTUAL PROPERTY OWNERSHIP AND LICENSES.

3.1. Hexagon's Intellectual Property. The Services and Documentation are licensed, not sold. Subject to the limited license rights expressly granted hereunder, Hexagon and its licensors reserve all right, title, and interest in and to the Services and Documentation and the intellectual property rights therein, including all copyrights, trade secrets, trademarks, patents, ideas, concepts, know-how, techniques, inventions, discoveries, improvements and other intellectual property and proprietary rights therein throughout the world. Customer has the right to access and use the Services and Documentation subject to the terms and conditions of the Agreement. Except for the limited license rights granted in the Agreement, Customer has no rights in or to the Services, Documentation, or any copies thereof. Customer shall protect and prevent unauthorized access to and use of the Services (including any embedded components), and will notify Hexagon immediately of any such unauthorized access or use. Hexagon reserves all rights not expressly granted to Customer in the Agreement.

3.2. Customer Data. As between the parties, Customer owns and shall retain all right, title, and interest in and to the Customer Data. During the term of the Agreement, Customer grants Hexagon a worldwide, non-exclusive, royalty-free license to host, copy, store, process, transmit, display and otherwise use Customer Data as reasonably necessary for Hexagon to provide, and ensure proper operation of, the Services, to fulfill its obligations under the Agreement, and as otherwise permitted under the Agreement.

3.3. Suggestions; Feedback. During the course of the Agreement or otherwise, Customer may provide, or Hexagon may solicit, input regarding the Services, including comments, feedback or suggestions regarding the possible creation, modification, configuration, correction, improvement or enhancement of the Services, Hexagon's website or any of Hexagon's or Hexagon's Affiliates' products or services, or their operation, functions or features (collectively, "**Feedback**"). Any information Hexagon discloses to Customer related to or in response to Feedback shall be protected as Confidential Information of Hexagon subject to the protections of Section 8 (Confidentiality). Customer agrees that Hexagon shall own all right, title, and interest in and to the Feedback including all intellectual property rights therein, even if Customer has designated the Feedback as confidential. Hexagon and its Affiliates will be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns to Hexagon all right, title, and interest in and to the Feedback including all intellectual property rights therein and agrees to provide Hexagon any reasonable assistance Hexagon may require (at Hexagon's expense) to document, perfect, and maintain its rights in the Feedback.

4.   PRICE AND PAYMENT.

4.1. Payment.

4.1.1   Customer shall pay Hexagon or its selling Affiliate the fees and other specified charges set forth in Order Forms. All Subscription License fees will be invoiced in full up front, and unless otherwise set forth in the applicable Order Form, such fees shall be due and payable within thirty (30) days after the date of Hexagon's invoice. All fees will be due and payable in the currency identified in the applicable Order Forms, and if no currency is identified, then in U.S. Dollars. Customer's payment obligations under the Agreement and any Hexagon-accepted orders are non-cancelable, and the sums paid by Customer are non-refundable except as expressly provided in the Agreement. Customer shall pay a late charge of the lesser of one and one-half percent (1.5%) per month and the highest amount allowed by law, on all amounts not paid to Hexagon when due hereunder. Customer shall reimburse Hexagon for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts. Hexagon may suspend its performance hereunder, in whole or in part, if Customer has failed to pay any amounts due or is otherwise in material breach of the Agreement, until such breach is cured.

4.1.2   **Tier Based Pricing.** For products where pricing is based on usage tiers ("Tier-Based Resources"), the initial tier is determined by the number of Concurrent User licenses purchased by Customer or other appropriate methodology. In the event Customer exceeds any of the usage limits in its current pricing tier, Hexagon reserves the right to move Customer to a higher tier based on Customer's consumption of applicable resources, as defined in the QDL Tier Pricing Table available through the Knowledge Base (or successor customer support database), at Hexagon's then-current pricing. If Customer does not timely pay for the higher tier, Hexagon may, in its sole discretion, suspend Customer's and its Affiliates' and its and their Concurrent Users' access to Tier-Based Resources. All Tier-Based Resources must be consumed within the earlier of one (1) year from purchase of the Tier Based Resources or the next annual anniversary of the Effective Date of this Agreement (in which case such Tier Based Resources shall be pro-rated for the period until the next annual anniversary) (either, the "Consumption Period"). Any unused Tier Based Resources remaining shall expire and will not be accessible to the Customer after the Consumption Period.

4.2. Taxes. The fees and all other amounts due to Hexagon as set forth in the applicable Order Form are net amounts to be received by Hexagon, exclusive of all taxes, duties, and assessments, including all sales, withholding, VAT, GST, excise, ad valorem, and use taxes, (collectively, "**Taxes**") and are not subject to offset or reduction because of any Taxes incurred by Customer or otherwise due as a result of the Agreement. Customer shall be responsible for and shall pay directly, any and all Taxes relating to the performance of the Agreement, provided that this Section 4.2 shall not apply to taxes based solely on Hexagon's income. Customer hereby confirms that Hexagon can rely on the ship to name and address set forth in the Order Form(s) or Work Order Customer places directly with Hexagon as being the place of supply for Taxes.

5.   COMPLIANCE. Hexagon shall have the right to access Customer's instance(s) of the Services during the term of the Agreement as necessary to provide the Services, administrative activities, customer support, and other activities, which Customer acknowledges are essential in order for Hexagon to meet its obligations hereunder. In addition, during the term of the Agreement and for one (1) year thereafter, Hexagon (itself or in conjunction with independent auditors retained by it and subject to obligations of confidentiality) shall

have the right to examine Customer's instance of the Services, Customer Data and other records and information relating to Customer's use of the Services, in order to confirm Customer's compliance with the terms of the Agreement. Hexagon shall not, in the conduct of its examination, unreasonably interfere with Customer's business operations.   If this examination reveals that Customer has used the Services in violation of the Agreement, such conduct shall be considered a material breach of the Agreement, which Customer shall immediately cure (if capable of cure), and Hexagon may terminate the Agreement in accordance with Section 6.3 (Termination) and/or invoice Customer for such unauthorized use (including applicable Subscription license Customer Support fees) based upon Hexagon's standard fees in effect at the time the examination is completed. If the amount of unpaid fees exceeds five percent (5%) of the amount actually owed, Customer shall also pay Hexagon's reasonable costs of conducting the examination.

6.   TERM AND TERMINATION

6.1. General. The Agreement commences on the Effective Date and continues until the earlier of (a) all Services hereunder have expired or have terminated or (b) termination by either party as expressly permitted by the Agreement. Services are non-cancellable and not subject to termination for convenience by either Party.

6.2. Subscription Term.   EXCEPT AS OTHERWISE SPECIFIED IN AN ORDER FORM, THE SUBSCRIPTION TERM SHALL AUTOMATICALLY RENEW AND BE EXTENDED UPON ITS EXPIRATION (REGARDLESS OF WHETHER PREVIOUSLY RENEWED OR EXTENDED), FOR A PERIOD OF THE SAME DURATION AS THE SUBSCRIPTION TERM ON THE APPLICABLE ORDER FORM UNLESS THE AGREEMENT IS TERMINATED BY EITHER PARTY PURSUANT TO SECTION 6.3 OR EITHER PARTY PROVIDES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE SCHEDULED END OF THE THEN-CURRENT SUBSCRIPTION TERM. THE SUBSCRIPTION FEES SHALL INCREASE ON AN ANNUAL BASIS UP TO 7% ABOVE THE APPLICABLE PRICING OF THE IMMEDIATELY PRECEDING ANNUAL FEE UNLESS HEXAGON PROVIDES CUSTOMER DIFFERENT PRICING AT LEAST THIRTY (30) DAYS PRIOR TO THE RENEWAL TERM. IF CUSTOMER DOES NOT SUBMIT PAYMENT PRIOR TO THE EXPIRATION DATE, THE SERVICES WILL LAPSE AS OF THE LAST DAY OF THE TERM.

6.3. Termination. The Agreement and the right to use the Services may be terminated as follows: (a) by Hexagon immediately, at its option, upon written notice to Customer in the event of a material breach by Customer of the confidentiality, license or other terms protecting the Services or Documentation or a violation or misappropriation by Customer of Hexagon's intellectual property or rights therein; (b) by either party upon thirty (30) days' prior written notice to the other party in the event of a material breach by the other party of any terms and conditions of the Agreement, and the failure to cure such material breach during such thirty (30) day period, except in the case of Customer's failure to pay any amount when due under the Agreement, in which case the cure period shall be fifteen (15) days; or (c) by either party immediately upon written notice to the other party in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

6.4. Effects of Termination. Upon termination of the Agreement, all rights and licenses granted in the Agreement to Customer shall terminate immediately. Immediately upon such termination, Customer and its Affiliates and its and their Concurrent Users shall: (a) cease all use of the Services; (b) return to Hexagon all copies of the Services and Documentation (if any) and any other Confidential Information of Hexagon; and (c) delete all copies of the Services and Documentation contained on any computer and storage media under Customer's control (if any). Termination of the Agreement shall not relieve Customer of any unmet payment obligations. In the event of termination for Customer's breach, all amounts due under the Agreement shall become immediately due and payable.

6.5. Survival. Upon termination of the Agreement, the following Sections shall continue and survive in full force and effect: Definitions, 1.8 (Modifications), 3.1 (Hexagon's Intellectual Property), 3.3 (Suggestions; Feedback), 4 (Price and Payment), 5 (Compliance), 6.4 (Effects of Termination), 6.5 (Survival), 7.3 (Exclusions), 7.4 (Warranty Limitations), 8 (Confidentiality), 9 (Indemnification), 10 (Limited Liability), 11 (U.S. Government Restricted Rights), and 12 (General Provisions).

7.   LIMITED WARRANTY.

7.1. Warranty. Hexagon warrants, for Customer's benefit alone, for the applicable Subscription Term, the Services will substantially conform to descriptions contained in Documentation for the same.

7.2. Exclusive Remedy. Hexagon's entire liability and Customer's sole and exclusive remedy for the breach of Hexagon's warranty in Section 7.1 (Warranty) shall be for Hexagon to use commercially reasonable efforts to correct such nonconformance. To receive the foregoing remedies Customer must report any alleged breach of warranty to Hexagon in writing and in reasonable detail within the applicable Subscription Term.

7.3. Exclusions. The warranty set forth in Section 7.1 (Warranty) does not cover any Services that has been altered, misused or damaged in any way by Customer or any third party, and it does not apply to and Hexagon is not responsible for, problems caused by the operating characteristics of any computer hardware or operating system for which the Services are procured or which occur as a result of the use of the Services in conjunction with software of third parties or with hardware which is incompatible with the operating system for which the Services are being procured, or that have been modified or configured by Customer, or if Customer uses the Services in a manner contrary to that described or recommended in the Documentation, including any recommended software or equipment, or to the extent due to the problems within or impacting Customer's computing environment, nor does it apply to any maps creating using ETQ Insights®, such functionality is provided purely for reference purposes.

7.4. Warranty Limitations. OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 7.1 (WARRANTY), AND EXCLUDING ANY WARRANTIES EXPRESSLY SET FORTH IN ANY OTHER APPLICABLE PUBLISHED TERMS AND CONDITIONS, NEITHER HEXAGON NOR ITS LICENSORS, EMPLOYEES, AGENTS, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, PARENT,

OR AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES, OR TO ANY OTHER PARTY WITH RESPECT TO THE SERVICES OR DOCUMENTATION, OR OTHERWISE REGARDING THE AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED AND DISCLAIMED. HEXAGON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICES ARE WITHOUT DEFECT OR ERROR, OR THAT THE SERVICES WILL OPERATE WITH ANY HARDWARE OR SOFTWARE NOT SPECIFIED IN THE DOCUMENTATION.

8. CONFIDENTIALITY.

8.1. General. Effective retroactive to the date a party first disclosed Confidential Information to the other, each Receiving Party will hold in confidence and, without the consent of the Disclosing Party, will not use, reproduce, distribute, transmit, or disclose, directly or indirectly, the Confidential Information of the Disclosing Party except as expressly permitted hereunder. The Receiving Party of Confidential Information may disclose the Confidential Information only to its employees, agents and independent contractors with a need to know the information in connection with the performance of the Agreement or exercise of rights thereunder, provided that any such employees, agents and independent contractors shall first be subject to written obligations of confidentiality to protect Confidential Information in a manner consistent with the Agreement and the Receiving Party shall be responsible to the Disclosing Party for any damages for unauthorized use, disclosure, duplication or other misuse of the Confidential Information resulting from its possession by a third party. Without limiting the foregoing, the Receiving Party of the Confidential Information agrees that it will exercise at least the same standard of care in protecting the confidentiality of the Disclosing Party's Confidential Information as it does with its own Confidential Information of a similar nature, but no less than a reasonable degree of care. Hexagon shall not be liable for breach of its obligations of confidentiality thereunder resulting from unauthorized intrusion into, disclosure of or access to Customer Data, or any security breach affecting Customer Data, absent the gross negligence or intentionally wrongful conduct of Hexagon employees. Each party may disclose the existence of the Agreement and its general nature, but not its specific terms, without the prior written consent of the other party; provided that, Hexagon may disclose the Agreement and its specific terms to any person in connection a prospective sale of any portion of Hexagon's business.

8.2. Exceptions. Confidential Information shall not include information if and only to the extent that the Receiving Party establishes that the information: (a) is or has become a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) was lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. If required by a lawful, validly issued subpoena, order of a court of competent jurisdiction, or request for information from a governmental agency, the Receiving Party may disclose only that part of the Confidential Information of the Disclosing Party that it is legally required to disclose, in the opinion of the Receiving Party's legal counsel, and shall, to the extent not prohibited by law, notify the Disclosing Party prior to such disclosure in order to provide the Disclosing Party an opportunity to seek an appropriate protective order or other judicial relief to prevent such disclosure. Notwithstanding the foregoing, the Receiving Party shall cooperate (at the Disclosing Party's expense) in all efforts of the Disclosing Party to prevent disclosure of the Disclosing Party's Confidential Information.

8.3. Representatives. Notwithstanding the foregoing, either party may disclose Confidential Information of the other party to its third party legal or financial advisors under existing legal obligations of confidentiality or in connection with litigation or other dispute resolution attempts between the parties. To the extent any such advisors may not be under an existing legal obligation of confidentiality, such advisor shall sign an appropriate form of confidentiality agreement containing obligations of confidentiality substantially the same as those set forth in this Section 8 (Confidentiality).

8.4. Remedy. Each party acknowledges that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of the Agreement may cause the other party irreparable damage for which remedies other than injunctive relief may be inadequate, and each party agrees that the other party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies.

8.5. Term of Confidentiality Obligations. Each party's obligations under this Section 8 (Confidentiality) shall survive the termination of the Agreement for a period of ten (10) years, except with respect to trade secrets of a party, in which case such obligations with respect to Confidential Information constituting a trade secret shall survive the termination of the Agreement for a period of time as such trade secret remains a trade secret under applicable law.

9. INDEMNIFICATION.

9.1. By Hexagon. Hexagon shall defend, indemnify and hold harmless Customer against claims from a third party that the Services infringes a valid U.S. patent in existence as of the Effective Date or copyright. If Hexagon determines that the affected Services are likely, or if the Services are determined in a final, non-appealable judgment by a court of competent jurisdiction, to, infringe such a patent or copyright, Hexagon will have the option, in Hexagon's sole discretion, to elect one or more of the following: (a) replace such affected Services; (b) modify such affected Services to be non-infringing; or (c) terminate this Agreement, in which case Hexagon agrees to refund the Subscription fees paid by Customer for the affected Services, for the remaining applicable Subscription Term. No undertaking of Hexagon under this Section 9.1 shall extend to any alleged infringement or violation to the extent that it: (A) arises from adherence to any design modification, specification, or written instruction that Hexagon is directed by Customer to follow; (B) relates to uses of the Services in combination with other products furnished either by Customer or others, which combination was not approved by Hexagon in writing; or (C) relates to modifications to the Services made by someone other than Hexagon or Hexagon's authorized agents; Hexagon (D) relates to use of other than the then-current version of the Services or (E) arises from

the Customer Data. Subject to Section 10 (Limited Liability), this Section 9.1 (Indemnification) states Hexagon's entire liability and Customer's exclusive remedy for any claim of infringement.

9.2. By Customer. Customer shall defend, indemnify and hold harmless Hexagon and its licensors from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from: (i) Customer's use of the Services; (ii) violation by Customer of any right of a third party; (iii) the Customer Data; (iv) any breach of the restrictions set forth in Section 1.9 herein; or (v) Customer's failure to comply with any laws, rules, or regulations; in each case except to the extent that Hexagon indemnifies Customer pursuant to Section 9.1 (By Hexagon).

9.3. Conditions. This right of indemnification set forth in this Section 9 (Indemnification) applies only if: (i) the party receiving the indemnification (the "**Indemnified Party**") provides the party providing the indemnification (the "**Indemnifying Party**") notice of such claim or cause of action sufficient to avoid prejudicing the Indemnifying Party's ability to defend the claim or cause of action; (ii) the Indemnifying Party is given sole control of the defense and all related settlement negotiations relating to such claim or action; and (iii) the Indemnified Party provides reasonable assistance and cooperation to enable the Indemnifying Party to defend the action or claim hereunder. Neither Party shall be responsible for any settlement of any claim or cause of action made without its written consent.

10. LIMITED LIABILITY.

10.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, HEXAGON'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, BASED ON ANY THEORY OF LIABILITY, WHETHER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, WHETHER RELATING TO THE SERVICES OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF APPLICABLE FEES PAID TO HEXAGON UNDER THE APPLICABLE ORDER FORM FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

10.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL HEXAGON, ITS LICENSORS, EMPLOYEES, AGENTS, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, PARENT OR AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING RESULTING FROM UNAUTHORIZED ACCESS TO, OR THE ALTERATION, DELETION, DESTRUCTION, DAMAGE, LOSS, DISCLOSURE, UNAVAILABILITY OR NON-STORAGE OF DATA, OR FROM DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, BASED ON ANY THEORY OF LIABILITY, WHETHER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, WHETHER RELATING TO SERVICES OR OTHERWISE, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY OF ITS ESSENTIAL PURPOSE.

10.3. THE EXCLUSIONS AND LIMITATION OF THE ABOVE SECTION 10.1 AND 10.2 SHALL NOT APPLY IN CASES OF: (I) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (II) BODILY INJURY OR DEATH CAUSED BY HEXAGON'S GROSS NEGLIGENCE. FURTHER, THE EXCLUSIONS AND LIMITATION IN THE ABOVE SECTION 10.1 AND 10.2 SHALL NOT APPLY TO THE EXTENT THAT LIABILITY CANNOT BE EXCLUDED OR LIMITED ACCORDING TO APPLICABLE LAW.

10.4. THE PROVISIONS OF SECTIONS 10.1 AND 10.2 ARE FUNDAMENTAL AND SPECIFIC REQUIREMENTS OF THE BASIS OF THE BARGAIN BETWEEN HEXAGON AND CUSTOMER AND HEXAGON WOULD NOT BE ABLE TO ENTER INTO THE AGREEMENT WITHOUT SUCH PROVISIONS.

11. U.S. GOVERNMENT RESTRICTED RIGHTS. The Services and Documentation are provided with RESTRICTED RIGHTS and constitute "Restricted Computer Software". "**Restricted Computer Software**," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial, and is confidential or privileged; or is unpublished copyrighted computer software, including minor modifications of any such computer software. Use, duplication or disclosure by the U.S. Government, its agencies or instrumentalities, is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer software clause at 48 C.F.R. 252.227-7013 or subparagraphs (i) (1) and (2) of the Commercial Computer Software Restricted Rights of 48 C.F.R. 52.227-b19, as applicable, or their respective successor provisions. In addition, or alternatively, at Hexagon's option, all software and software-related items licensed herein are "Commercial Computer Software" or "Commercial Computer Software Documentation" as defined in FAR 12.212 for civilian agencies and DFARS 227.7202 for military agencies, as applicable, or their respective successor provisions. The contractor/developer of all Services and the Documentation is Intergraph Corporation, Hexagon Asset Lifecycle Intelligence division, 305 Intergraph Way, Madison, Alabama 35758. The intent of the parties is that no intellectual property rights or confidentiality of the Services and Documentation are lost, diminished or transferred as a result of the execution of the Agreement. *For purposes of use by or for the benefit of the U.S. Government, all Services and Documentation are unpublished – rights reserved under the Copyright laws of the United States.*

12. GENERAL PROVISIONS.

12.1. Assignment. Customer may not assign, sublicense, or otherwise transfer the Agreement or any of its rights or obligations under the Agreement, without the prior written consent of Hexagon; provided, however, that Customer may, upon Notice to Hexagon, assign the Agreement without Hexagon's consent in the event of a sale of all or substantially all of its assets or in the event of a merger, corporate reorganization or business consolidation of Customer (but excluding any assignment, sublicense or other transfer by Customer to a competitor of Hexagon). In the event of a permitted assignment by Customer of the Agreement, the rights granted to Customer under the Agreement would continue to be subject to the restrictions and limitations specified therein, including a situation where rights are limited to a specific business unit, line, group, division, department or other organizational entity of Customer. The Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives and permitted transferees,

successors and permitted assigns. Notwithstanding the foregoing or anything in the Agreement to the contrary, any assignment, sublicense or transfer of the Agreement or attempt to do so in violation of this section shall be null and void ab initio and entitle the non-assigning party to immediately terminate the Agreement upon notice and without liability. The protections, rights and obligations of Hexagon in this Agreement shall also extend to its selling Affiliate, it being understood that Hexagon (and not its selling Affiliate) is the developer of the Services under this Order Form, and as such, Customer shall look exclusively to Hexagon (and not to its selling Affiliate) for performance, Customer Support, warranty, and remedies relating to the Services and Professional Services.

12.2. Compliance with Export Laws. Unless expressly stated in the Agreement, Customer shall not use or export (electronically or otherwise) the Services or Documentation outside of the U.S. other than in compliance with all applicable U.S. export laws, rules, and regulations. Customer shall be solely responsible for such compliance. Customer agrees to comply with all applicable export control and sanctions laws and regulations, including without limitation, those of the United Kingdom, European Union and the United States of America. Customer represents and warrants that neither Customer nor any of its Concurrent Users: (i) is operating in, organized in, domiciled in, or resident of a country or territory that is subject to any comprehensive trade or economic sanctions (currently Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Luhansk or Donetsk regions); or (ii) listed (or owned or controlled by a person or entity listed) on any export-control-related or sanctions-related list of designated persons or entities maintained by the United Kingdom, European Union (or any Member States), the United States, or any other country or territory whose laws or regulations apply; or (iii) will use the Services for any purpose prohibited by applicable laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer agrees to keep such books and records and to take such other actions as may be required by such applicable laws, rules and regulations.

12.3. No Waiver. No delay or failure in exercising any right under the Agreement and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights thereunder. No consent to a breach of any express or implied term of the Agreement shall constitute a consent to any prior or subsequent breach.

12.4. Notices. All notices under the Agreement shall be in writing. Notices shall be given personally, electronically via email, or sent by traceable postal service mail, e.g., certified or registered mail, or express courier (e.g., FedEx, UPS or DHL). Notices shall be deemed given and received: (a) upon delivery, if given personally; (b) as indicated in the applicable tracking information when an express courier is used; or (c) two (2) business days after deposit by the sender with its national postal service (or the recipient's national postal service if the sender elects) with the proper postage affixed, if sent by mail (or as otherwise indicated in the national postal service's tracking information, if applicable). Notices shall be addressed to each party at its address set forth in the initial paragraph of the Agreement or to Customer's authorized representative or administrator identified in the applicable Order Form, which the parties may change for the purpose of receiving notice by compliance with this Section 12.4. Hexagon may provide any notice to Customer (or its Users) by sending an email message to the email address then associated with Customer's account (or the applicable User account for notices to Users) or posting a message on the Customer (or User) account, or by posting a general notice on the Hexagon Platform.

12.5. Severability. If any provision or portion thereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of the Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

12.6. Force Majeure. Notwithstanding anything in the Agreement to the contrary, except for payment obligations, neither party will be liable for any breach of the Agreement or resulting damages from delay or failure with respect to any obligation thereunder, nor for any damages or loss of any kind, resulting from causes beyond its reasonable control, including acts of God, earthquake, storms or other elements of nature, labor disputes, blockages, embargoes, riots or other industrial disturbances, mechanical, electrical, electronic, telecommunications, epidemic or pandemic (provided that as long as activities can be reasonably completed remotely during an epidemic or pandemic, an instance requiring remote working will not be considered a force majeure event) Internet or other third party supplier delay or failure, acts or orders of any governmental authority, criminal acts, war or terrorism, including cyberattack or other malicious intrusion into or breach of security with respect to data or computer systems.

12.7. Governing Law. The Agreement shall be interpreted and construed in accordance with the laws of the State of Massachusetts. Any and all claims, controversies and causes of action arising out of relating to the Agreement, whether sounding in contract, tort, or statute, shall be governed by the internal laws of the State of Massachusetts, including its statutes of limitations, without giving effect to any laws or other rules that would result in the application of the laws or statutes of limitations of a different jurisdiction. Customer consents to the exclusive jurisdiction and venue of the state or federal courts in the State of Massachusetts.

12.8. Complete Agreement. The Agreement supersedes in full all prior discussions and agreements, oral and written, between the parties relating to the subject matter hereof, and constitutes the entire understanding of the parties with respect to such subject matter. No additional terms and conditions proposed by Customer, whether electronically or otherwise or associated with any Order Form or otherwise, shall be applicable to the Agreement or any Hexagon products or services at present or in the future, absent the express written consent thereto by Hexagon. If Hexagon has commenced Services at Customer's request in connection with the matters described in any Order Form or proposal for Services, or request for proposal, all provisions of the Agreement as originally proposed by Hexagon shall apply to such activities even if the Order Form has not been formally executed by both parties. Customer acknowledges and represents that in entering into the Agreement it has not relied and is not relying on any representations, warranties or other statements whatsoever, whether written or oral other than those expressly set out in the Agreement and that it will not have any right or remedy arising out of any representation, warranty or other statement not expressly set out in the Agreement.

12.9. Amendment or Modification. No amendment or modification of the Agreement shall be valid or binding upon the parties unless it is in writing and signed by the duly authorized officers of the parties.

12.10. No Third Party Benefit. Except with respect to (a) any confidentiality obligation protecting the Services or Documentation contained in an agreement between Customer and a third party, to which Hexagon shall be deemed a third party beneficiary, and (b) any third party indemnified under Section 9 (Indemnification), the provisions of the Agreement are for the sole benefit of the parties hereto and the Agreement neither confers any rights, benefits, or claims upon any person or entity not a party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not parties hereto.

12.11. Conflicts. In the event of any conflict between the terms and conditions of this MSA and those contained in or referenced in an Order Form, the terms and conditions in this MSA shall prevail over the terms and conditions in or referenced in the Order Form unless the Order Form or such other terms and conditions make specific reference to the section in this MSA that it supersedes.

12.12. Subcontractors. Notwithstanding anything to the contrary in the Agreement, Hexagon may retain subcontractors to perform any of its obligations under the Agreement. Hexagon shall remain responsible for the performance of such obligations by its subcontractors.

12.13. Terms Generally. The defined terms in the Agreement shall apply equally to both the singular and the plural forms of the terms defined. The term "person" includes individuals, corporations, partnerships, trusts, other legal entities, organizations and associations, and any government or governmental agency or authority. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written." The term "or" shall not be deemed to be exclusive. The word "access" as it relates to the Services or Documentation shall be interpreted to presume use of same unless expressly stated to the contrary.

12.14. Construction. The captions in the Agreement are for convenience of reference only and shall not be used to interpret the Agreement. References in this MSA to a particular section are references to the section of this MSA. References in a document that is part of the Agreement to a particular section are references to the section of such document. Ambiguities, inconsistencies, or conflicts in this Agreement, will not be strictly construed against the drafter of this Agreement; rather, they will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

12.15. Electronic Signatures. Signed copies of Order Forms and related Hexagon forms transmitted via facsimile transmission, by electronic mail in .pdf form, or by any other electronic means, will have the same effect as physical delivery of the paper document bearing the original signature. Customer expressly consents and agrees that Order Forms and related Hexagon forms may be electronically signed, and that such electronic signatures shall be treated, for purposes of validity, enforceability as well as admissibility, the same as written signatures.

12.16. Changes to the Master Subscription Agreement. Any order is subject to the version of this Master Subscription Agreement in effect at the time of the order. Hexagon and its Affiliates may modify the Master Subscription Agreement at any time by posting an updated version here: https://www.etq.com/app/uploads/2020/08/etq-master-subscription-agreement-ccu.pdf, which modifications will become effective immediately upon posting; provided however that with respect to any then-existing Services any modifications to the Master Subscription Agreement will only apply at the beginning of the Services' renewal term (if any), unless changes to the Master Subscription Agreement are required because of security requirements, technical changes in the Services, introduction of new Services, changes of laws or jurisprudence, or are agreed to by Customer, in which case such change shall have immediate effect on the Services.