

Demonstration License Agreement

This Demonstration License Agreement ("Agreement") is made by and between Luciad NV, doing business as Hexagon Geospatial, with official address at Gaston Geenslaan 11, 3001 Leuven, Belgium ("Hexagon") and the undersigned Licensee that has accepted the present Agreement ("Licensee").

By clicking the "I have read and agree to the terms and conditions" checkbox on the Hexagon Geospatial download page, by executing a written copy of this Agreement, by installing, copying or otherwise using the Demonstration Licensed Software, Licensee is considered to have read and Licensee agrees to be bound by the terms of this Agreement. If Licensee is not willing to be bound by the terms of this Agreement, do not install, copy or use the Demonstration Licensed Software.

This Agreement shall be construed as an annex to the Hexagon Geospatial Luciad Software License Agreement. In the event of a conflict between the terms of this Agreement and the Hexagon Geospatial Luciad Software License Agreement, the terms of this Agreement shall prevail.

Definition

"Product" shall mean the Hexagon computer software programs, generally known as Lucy Test Drive and/or any related materials such as documentation, technical information or sample code received by Licensee from Hexagon in any form. Hexagon may supply Licensee with pre-production releases of Product, labeled "Alpha" or "Beta" or "prototype" or a similar label. These releases are not suitable for production use. Hexagon does not warrant pre-production releases; these releases are distributed "as is."

License

- **2.1 Grant of License.** This license is for non-operational and non-commercial use only. Hexagon grants to Licensee a non-exclusive and non-transferable license, without rights of sublicense, to use the Product for a limited period of time. The software part of Product may be installed by Licensee on a single personal computer. No other licenses, express or implied, are granted hereunder.
- **2.2. Authorized Use.** Licensee will not attempt or permit anyone else to attempt to modify, reverse engineer, reverse compile or disassemble the object code for the software part of Product.
- 2.3. Reproductions. Product may not be copied, reproduced or distributed, in whole or in part, in any way.
- **2.4. Title and Ownership.** Licensee recognizes that Hexagon represents that Product and all portions, reproductions, corrections, modifications and improvements thereof provided to Licensee hereunder are considered by Hexagon to be trade secrets; provided to Licensee in confidence; and the exclusive and proprietary property of Hexagon.

Warranty and Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS BEING PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF SOFTWARE REMAINS WITH LICENSEE. IN NO EVENT SHALL HEXAGON BE LIABLE FOR ANY DAMAGE WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSIONS AND



LIMITATIONS WILL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR ANY OTHER GROUNDS.

Confidentiality; Nondisclosure

Licensee agrees that: (a) the Product, received by Licensee from Hexagon under this Agreement is and will be treated as the confidential property of Hexagon; (b) all ideas, algorithms, techniques, methods and processes used in the Product are and will be treated as the confidential property of Hexagon; (c) Licensee represents and warrants that Licensee shall safeguard the confidentiality of all of the foregoing; (d) none of the foregoing nor any part thereof may be duplicated or in any way disclosed to others, or used as part of any System of Licensee's or others in whole or in part. Licensee agrees to indemnify Hexagon for all damages, costs and expenses (including court costs and reasonable attorney's fees) incurred by Hexagon in connection with any failure of Licensee or its employees or agents to comply with Licensee's obligations under this Section.

Term and Termination

- **5.1. Term.** The term of this Agreement shall commence upon acceptance of this Agreement by the Licensee and is effective until terminated by either party or until the Licensee has destroyed the Product and/or until a new Demonstration Licensee Agreement is put in place.
- **5.2. Termination.** Upon termination of this Agreement, Licensee shall destroy the Product received from Hexagon, and all other information and documentation provided by Hexagon to Licensee, unless a new Agreement is put in place that allows Licensee to keep such materials or information.
- **5.3 Failure to enforce.** Failure of Hexagon to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.
- **5.4. Survival of Certain Terms.** The following provisions shall survive termination: 2.3, 2.4, III and IV.

General

- **6.1. Law and Jurisdiction.** Agreement shall be governed by and construed in accordance with Belgian material law, excluding any provisions on conflict of laws and international private law, and excluding the provisions of the Vienna Convention of the sale of Goods, and the parties hereby submit to the exclusive jurisdiction of the courts of Leuven.
- **6.2. Entire Agreement.** There are no warranties, representations or agreements among the parties related to the same subject matter, except as expressly set forth herein. Any and all modifications of Agreement must be made by mutual agreement of the parties and must be in writing, signed by an authorized official of Licensee and Hexagon