Hexagon Geospatial U Global Education Program
Terms & Conditions

This agreement (hereafter "Agreement") is entered into between Intergraph Corporation doing business as Hexagon Geospatial ("Hexagon") and Licensee. The benefits and obligations resulting from this Agreement shall inure to and be binding only upon Hexagon and Licensee.

SECTION 1. DEFINITIONS

For the purposes of this Agreement Hexagon and Licensee agree that the following terms shall have the associated meanings:

1.1. **"Accredited Educational Institution"** shall mean an educational institution accredited by a nationally recognized accrediting agency of the educational institution's primary country of residence, including, but not limited to, a university, college, junior college, scientific and technical school, and vocational school.

1.2. **"Campus Wide Grant License"** shall mean a limited, Annual License of specified Hexagon software issued pursuant to the terms of this Agreement.

1.3. **"Confidential Information"** shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by Hexagon to Licensee that is marked confidential, restricted, proprietary, or with a similar designation. Confidential Information also shall include, whether or not designated "Confidential Information", (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either Hexagon or its subcontractors, and (ii) all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers. Confidential Information does not include any information which (i) was, at the time of disclosure to it, publicly available; (ii) after disclosure to it, is published or otherwise becomes publicly available through no fault of the receiving Party; (iii) was in the possession of the receiving Party at the time of disclosure to it without obligations of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving Party without reference to Confidential Information of the furnishing Party.

1.4. **"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 that may be delivered with the Licensed Software.

1.5. **"Effective Date"** shall mean the date of delivery of the License Key(s) to Licensee, or such later date as specified in the Quote.

1.6. **"End User"** shall mean a currently enrolled student, current faculty member, or current staff member of an Accredited Educational Institution.

1.7. **"End User License Agreement"** or ("EULA") shall mean the legal agreement between the Licensee and Hexagon for the use of the software specified in the Quote. The applicable EULA for the Licensed Software is delivered with the Licensed Software and may be obtained by visiting the website: https://www.hexagongeospatial.com/legal/standardeula.

1.8. **"Intellectual Property"** shall mean the proprietary and/or confidential information and/or data of Hexagon including but not limited to, copyright, patent, trademark, trade name, trade dress, trade secrets, ideas, discoveries, inventions (whether patentable or not), processes, compilations, testing, product derived data, improvements, concepts, methods, know-how, techniques, algorithms, designs, screen displays, icons, formats, macro commands, diagrams, specifications, software, documentation, schematics, formulas, source code, object code and computer programs.

1.9. **"License"** shall mean the specific limited authorization granted to Licensee by Hexagon for Licensee's use of Licensed Software and associated Documentation.

1.10. **"License Key"** shall mean the unique key provided to the Licensee by Hexagon for the run-time use of the Licensed Software.

1.11. **"Licensed Software"** shall be those specific Hexagon software products listed on the Quote and for which licenses are provided to the Licensee hereunder. Licensed Software may only be used in accordance with the terms of this Agreement and the associated End-User License Agreement delivered with the Licensed Software.

1.12. **"Licensee"** shall mean the Accredited Educational Institution or other Hexagon approved educational or non-profit institution utilizing the Licensed Software for the purposes stated in the License Grant in Section 3 below and within the rights granted in the applicable End User License Agreement(s).

1.13. **"Parties"** shall mean Hexagon and Licensee and "Party" shall mean any one of them individually.

1.14. **"Quote"** shall mean a quotation for the License of Licensed Software submitted to Licensee by Hexagon or an authorized Hexagon partner, and associated maintenance and support services as described herein this Agreement.

1.15. **"Student License"** shall mean a limited, Annual License provided to Licensee to issue to its currently enrolled students as further described in this Agreement.

1.16. Additional defined terms are set out herein below.

SECTION 2. TERM

2.1. Annual License. If the Licensee has purchased an Annual License, as reflected in the Quote, this Agreement and the license rights granted to Licensee by the End User License Agreement shall begin upon the Effective Date and remain in effect for a period of twelve (12) months. This Agreement may be renewed for successive one-year periods upon payment of the then-applicable annual fee; provided that Hexagon may modify the terms, conditions and/or pricing contained in this Agreement at renewal. New License Keys and/or installation media will be issued annually upon renewal of this Agreement, unless a new general-release product version is released, in which case a new license key is issued with the same expiration date as the end of this initial one-year annual license period.

2.2. Permanent License. If the Licensee has purchased a Permanent License, as reflected in the Quote, this Agreement and the license rights granted to Licensee by the End User License Agreement shall begin upon the Effective Date and remain in effect until this Agreement or the License is terminated according to the termination provisions of Section 10 contained herein.

SECTION 3. LICENSE GRANT

In exchange for the full payment of the license fee as provided in the Quote, Hexagon hereby grants to Licensee through the applicable End User License Agreement which is made part of this Agreement, the non-exclusive right to use, and to allow its students, faculty and research staff (except as otherwise set forth herein) to use the Licensed Software for non-sponsored, public domain research and educational purposes under the terms and conditions of this Agreement. Use of the Licensed Software for profit or private gain, including for training courses paid on a per course basis or for sponsored research or any other research in which the results will not be in the public domain, shall be a violation of this Agreement. In such event, Licensee will be required to pay to Hexagon the difference in price between the amount paid by Licensee for the Licensed Software and the commercial list price of the Licensed Software on the Effective Date. Hexagon shall also be entitled to all additional remedies available in equity or law. All rights not specifically granted in this Agreement are reserved by Hexagon. Licensee agrees that the License Key(s) will expire upon expiration of this Agreement pursuant to the term described in Section 2, at which time the Licensed Software will no longer operate. This Agreement authorizes Licensee to make additional exact copies of the Licensed Software and the Documentation, in accordance with the installation instructions provided by Hexagon, if and to the extent necessary to activate the licensed copies. Licensee may also make one additional copy for backup purposes only. All copies of the Licensed Software must contain all of the same copyright notices as contained in the original Licensed Software. Any other copying of the Licensed Software is a violation of this Agreement and of federal law.

3.1. Campus Wide Grant License. Campus-Wide Grant Licenses are available for limited software applications and quantities as set forth in the Quote. Maintenance support, upgrades and updates are not available for Campus-Wide Grant Licenses. All other terms of this Agreement and the applicable EULA will apply including, particularly, the license grant set forth in Section 3 herein.

3.2. Student License. Student Licenses of specific Hexagon software are available at no cost to Licensee upon Licensee's request, in connection with the order of Licenses subject to this Agreement. Student Licenses are Annual Licenses (as described in Section 2.1) provided to Licensee for issuance by Licensee solely to Licensee's currently enrolled students, subject to the terms of this Agreement. Hexagon reserves the right to deny any request for Student Licenses. Maintenance support, upgrades and updates are not available for Student Licenses. All other terms of this Agreement and the applicable EULA will apply including, particularly, the license grant set forth in Section 3 herein.

3.3 Licensing. The concurrent Desktop Education Program Licenses ("University Licenses") shall only be installed and used at the Accredited Educational Institution, meaning the University Licenses shall only be used on Accredited Educational Institution-owned

computers on the Accredited Educational Institution's campus, owned by the Accredited Educational Institution. The free node-locked Student Licenses shall be distributed and installed (1) for the students' use; (2) on the students' personally-owned computers; and (3) for the sole purpose of students' capability to complete work that is required and/or expected to be completed off-campus (i.e. homework). Student Licenses shall not be installed or used on Accredited Educational Institution-owned computers and Student Licenses shall not be installed or used for on-campus, in classroom lecture, or any other purpose not listed herein other than for the students individual use at home, to complete out-of-class assignments, off the Accredited Educational Institution's campus.

SECTION 4. OWNERSHIP

The Licensed Software and Documentation is owned by Hexagon, one of its subsidiaries, or a Hexagon supplier, and is copyrighted and licensed, not sold. Hexagon, its subsidiaries, and its suppliers keep title to its copyrights, patents and any other Intellectual Property rights in its materials. Hexagon retains the right to provide Licensed Software to other educational entities and licensees, or to its customers, either as separate products or combined.

SECTION 5. PAYMENT AND TAXES

5.1. **Payments.** All payments for all Licensed Software by Licensee shall be made within thirty (30) calendar days from the date of invoice. Payments shall be made in United States of America currency and all exchanges, interest, banking, and bank collection charges and other related charges shall be the obligation of the Licensee; any special financing or other arrangements to meet currency or import restrictions are the responsibility of the Licensee.

5.2. **Taxes.** All prices contained in the Quote are exclusive of applicable sales tax. **Unless otherwise exempt**, Licensee will pay or reimburse all applicable federal, state and local taxes (exclusive of taxes on Hexagon's net income), duties and assessments, if any due, arising on or measured by amounts payable to Hexagon under this Agreement. Any certificate to exempt any charges from any liability for taxes or other documentary evidence of statutory exemption shall be obtained by Licensee at Licensee's expense and provided to Hexagon.

SECTION 6. RIGHTS AND OBLIGATIONS

6.1. **Regulations.** Both Parties shall comply with all applicable laws, statutes, regulations, and ordinances imposed by governing authorities.

6.2. **Intellectual Property Rights.** Any and all title, patent rights, copyrights, trademarks, or trade secrets existing in the Licensed Software, merged portions of Licensed Software, or other Intellectual Property of Hexagon, whether existing as software or related documentation, shall remain the exclusive property of Hexagon and other third parties (as the case may be). Licensee shall not, nor shall permit any third party to, do any act, or fail to do any act, which would jeopardize, invalidate, or be inconsistent with any patent, copyright, trademark, trade secret, or other Intellectual Property rights of Hexagon. Licensee shall not decompile, disassemble, or otherwise attempt to gain access to any source code for the Licensed Software. Licensee shall ensure that End Users using the Licensed Software are aware of and abide by the terms and conditions of this Agreement. Nothing in this Section shall be deemed to be a restriction on Licensee's ability to develop and enforce its own Intellectual Property rights. Licensee agrees to notify Hexagon of any known violation of any Hexagon Intellectual Property right and assist Hexagon, at Hexagon's expense, in the enforcement of all Hexagon Intellectual Property rights existing in Licensed Software or Documentation.

6.3. **Confidential Information.** Each Party's Confidential Information shall remain the property of that Party, or relevant third party, except as expressly provided otherwise by the other provisions of these terms. Licensee and Hexagon shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own information of a similar nature. The Parties shall take reasonable steps to ensure that its students and employees comply with these confidentiality provisions. In addition, a Party shall not be considered to have breached its obligations by disclosing Confidential Information of the other Party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party promptly and prior to making such disclosure in order that the other Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

SECTION 7. CITATIONS

Any written publication or poster that references Hexagon software must be cited accordingly: "This <type of output, i.e. image, mosaic, DEM, spatial model, view> was generated using <trademarked name of Hexagon Geospatial software>, which is a software product owned by Intergraph Corporation doing business as Hexagon Geospatial. ©<year> Hexagon AB and/or its subsidiaries and affiliates. All rights reserved."

SECTION 8. SUPPORT AND MAINTENANCE

8.1. **Support Specialists.** To facilitate the orderly handling of problems that may occur in the Licensed Software, the following procedures are required: Licensee will appoint two employees as support specialists who shall have the adequate expertise and experience to make possible a targeted and professionally accurate description of malfunctions of the Licensed Software ("Support Specialists"). The Support Specialists are the only persons authorized to contact Hexagon regarding a software support issue on behalf of Licensee and its End Users.

8.2. **Support.** Hexagon shall be available to assist in debugging or answering Support Specialist questions regarding the Licensed Software operation by telephone consultation on weekdays between the hours of 8:00 AM - 5:00 PM at Licensee's local time, excluding Hexagon-observed holidays. Support Specialists shall submit problems or questions online via the Hexagon Geospatial Support Portal at:
https://hexagongeospatial.force.com/supportportal/GSP_ExternalCommunity_LoginPage_Support, or by telephone at: 1+(800) 661-8134. Technical support will be provided only for supported, unmodified versions of the Licensed Software. End Users seeking support for the Licensed Software should contact the designated Support Specialists. End Users, other than the Support Specialists, are not authorized to obtain technical support directly from Hexagon.

8.3. **Maintenance.**

　　8.3.1. **Annual License Maintenance.** If you purchased an Annual License, the license price includes phone support, access to the Hexagon online self-help tool, and bug fixes on a when and if available basis. The Annual License price includes upgrades and updates to the Licensed Software. Such phone support shall be in accordance with the then-current Hexagon standard Maintenance Terms and Conditions for Software.

　　8.3.2. **Permanent License Maintenance.** If you purchased a Permanent License, approximately ninety (90) days prior to the expiration date of any maintenance term for the Licensed Software, Hexagon will submit a renewal quote to Licensee that includes pricing for maintenance support for the twelve (12) month period following the expiration of the current maintenance term. Licensee can choose to purchase additional maintenance as set forth in the renewal quote and associated terms and conditions. Customers not on current software maintenance will not receive free annual student licenses or support and will be required to pay for standard rehosting of software.

　　8.3.3. **Campus-Wide and Student Licenses.** Maintenance support, upgrades and updates are not available for Campus-Wide Grant Licenses and Student Licenses. For the avoidance of doubt, these licenses will be subject to rehost fees.

SECTION 9. LIMITATIONS

9.1. **Educational Purpose and Limited Use.** Licensee shall only use the Licensed Software within the use granted under Section 3 above. This Agreement in no way authorizes Licensee to resell or sublicense the Licensed Software to a third party.

9.2. **No Agency.** Licensee and Hexagon are independent contractors. Licensee is not the agent of Hexagon. This Agreement shall not create any relationship between Licensee and Hexagon as joint ventures, partners, associates, or principal and agent. Licensee is not granted any right of authority, and shall not assume or create any obligation or responsibility for or on behalf of Hexagon. This Agreement shall not appoint or establish Licensee as an agent or legal representative of Hexagon, nor shall Licensee represent itself as an agent or representative of Hexagon. Licensee shall not have the authority to bind Hexagon.

9.3. **Compliance with Regulatory Requirements.** Licensee agrees that Licensee shall be solely responsible for the cost of compliance with any governmental agency or regulatory requirements.

9.4. **Export.** The Licensed Software, including any technical data related to the Licensed Software, is subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. It is the responsibility of the Licensee to ensure that all users, including students, are responsible for the compliance of the terms of this Section and the

export control laws and regulations of the United States. To the extent prohibited by United States or other applicable laws, the Licensed Software, 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:

9.4.1. To Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine or any national of these countries.

9.4.2. 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)

9.4.3. To any entity if you know, or have reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.

9.4.4. To any entity if you know, or have reason to know, that an illegal reshipment will take place. Any questions regarding export or re-export of the Licensed Software should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

To the extent permitted by applicable law, Licensee shall hold harmless and indemnify Hexagon for any costs and or damages resulting to Hexagon from a breach of this Section by Licensee. Licensee warrants and represents that neither the Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked, or denied its export privileges.

9.5. **Protection of Licensed Software.** Prior to disposing of any machine upon which the Licensed Software has been used or storage media, storage device or other apparatus upon which any copy of the Licensed Software has been placed, Licensee shall erase or otherwise destroy all Licensed Software contained on such machine, media or apparatus.

SECTION 10. WARRANTY, LIABILITY AND INDEMNITY

10.1. **Warranty.** Hexagon warrants to you for a period of thirty (30) days from the date of shipment that the Licensed Software delivery media will be free of defects in material and workmanship, provided the Licensed Software is used under normal conditions and in strict accordance with the terms and conditions of this EULA. You agree to promptly notify Hexagon of any unauthorized use, repair, or modification, or misuse of the SOFTWARE PRODUCT, as well as any suspected defect in the Licensed Software delivery media.

10.1.1 Hexagon warrants that it has the right to grant you this License.

10.1.2 THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REPRESENT THE FULL WARRANTY OBLIGATION OF HEXAGON. THE LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF THIS WARRANTY SECTION DOES NOT ADHERE TO LOCAL LAWS, THEN THE MINIMUM WARRANTY TERM PRESCRIBED BY THE LAWS OF YOUR JURISDICTION SHALL APPLY

10.2. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HEXAGON BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTION, REVENUE OR PROFIT, OR LOSS OF DATA OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Hexagon's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause shall not exceed the amounts paid by Licensee under this Agreement. Except as otherwise provided 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 cause of action has occurred.

10.3. **Indemnification by Licensee.** To the extent permitted by applicable law, Licensee shall defend, indemnify, and hold harmless Hexagon from any claim, suit, action or proceeding (including all costs, expenses, damages, or awards arising or resulting from any such claim, suit, action, or proceeding) against Hexagon arising from allegations (1) that any product of the Licensee's

use of the Licensed Software constitutes infringement of a patent, copyright, trademark or trade secret of any third party; (2) that any representation, statement or warranty made by Licensee, their employees, students, officers, directors, agents or representatives, to any third party is false, misleading, untrue or negligent; or (3) that any actions or omissions of Licensee constitute negligence, wantonness or intentional wrongful acts.

10.4. **Indemnification by Hexagon.** Hexagon shall be responsible for the defense of any claim, suit, action, or proceeding against Licensee arising from allegations that the unaltered Licensed Software furnished by Hexagon infringes any US patent, copyright, trademark, or trade secret of any third party. Hexagon will defend, indemnify, and hold Licensee harmless, to the extent of Hexagon's fault, from any and all third party claims for costs, expenses, damages, or awards arising or resulting from any such suit, action or proceeding. The foregoing is subject to the Licensee promptly notifying Hexagon in writing of the alleged infringement, and Hexagon has the exclusive right to defend such infringement allegation with an attorney of its own choosing. Licensee agrees to reasonably cooperate in such defense. Further, Hexagon has the authority to enter into settlements or compromise amounts, court costs and legal fees.

If, as a result of any such suit, Licensee(s) shall be enjoined from the use of the Licensed Software, Hexagon will have the right to demand, at its sole discretion, the return or destruction of Licensed Software and all copies thereof by Licensee, and Licensee shall comply and certify to Hexagon regarding the return and/or destruction of all copies of the infringing Licensed Software product.

The foregoing states the entire liability of Hexagon with respect to infringement by the Licensed Software or any part thereof or by their operation. EXCEPT AS OTHERWISE PROHIBITED BY LAW, AND TO THE FULLEST EXTENT PERMITTED BY LAW, HEXAGON SHALL HAVE NO LIABILITY, OR OBLIGATION, TO LICENSEE WITH RESPECT TO AN INFRINGEMENT CLAIM, OR ALLEGATION ARISING FROM ANY CLAIMS OF INFRINGEMENT IN WHICH LICENSEE HAS AN INTEREST OR LICENSE IN THE ALLEGED INFRINGED RIGHT. HEXAGON SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ANY ALLEGATION OF INFRINGEMENT ATTRIBUTABLE TO LICENSEE'S, THEIR EMPLOYEES OR STUDENTS, OR OTHER'S MODIFICATION OF LICENSED SOFTWARE.

SECTION 11. TERMINATION

11.1. This Agreement may be terminated by Hexagon upon the occurrence of any of the following events:

11.1.1. Licensee violates Hexagon's Intellectual Property rights;

11.1.2. Licensee defaults in the timely payment of any monies due Hexagon; or

11.1.3. upon the material breach by Licensee of any provision of this Agreement, where Licensee fails to correct such breach within 30 days of written notice.

11.2. **Consequences of Termination.** Upon termination, for any reason:

11.2.1. Outstanding charges and fees, if any, shall become immediately payable by Licensee;

11.2.2. Licensee shall cease the use of Licensed Software, trademarks, and other Intellectual Property.

11.2.3. Except as otherwise provided herein, and subject to any rights or obligations which accrued prior to termination, Hexagon shall not have any further obligation to Licensee under this Agreement.

11.2.4. If Licensee uses or disposes of Licensed Software in a manner not authorized by this Agreement, Licensee shall be obligated to pay Hexagon the applicable standard license fees as provided in the Quote for the Licensed Software.

11.2.5. Hexagon may have other remedies under the law.

11.3. **Survival of Clauses.** The provisions of Sections 4, 5, 6, 9.4, 9.5, 10.3 and all payment obligations incurred during the term this Agreement shall survive the termination or expiration of this Agreement.

SECTION 12. GENERAL

12.1. **Force Majeure.** Except for payment obligations under the Agreement, neither party shall be liable for any failure to perform or observe any of its obligations under the Agreement for as long as and to the extent that such performance is prevented or hindered by any circumstances beyond its reasonable control. By way of example, and not limitation, such causes may include

acts of God or public enemies; labor disputes; acts of local, State, or national governments or public agencies; utility or communications failure; fire; flood; epidemics; riots; or strikes. Under no circumstances shall a failure of a payment obligation be excused by a force majeure event. The time for performance of any right or obligation delayed by such events will be postponed for a period equal to the delay. If, however, a party is subject to a force majeure that endures for more than sixty (60) days, the other party has a right to terminate this Agreement for convenience upon providing thirty (30) days prior written notice to the party subject to the force majeure.

12.2. **Waiver.** The failure of either Party to enforce any provision herein shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision.

12.3. **Additional or Inconsistent Terms.** The terms and conditions set forth in any purchase order or other document provided by Licensee shall not modify or supersede this Agreement, or formulate any new agreement between Licensee and Hexagon. The pre-printed terms and conditions of any Licensee purchase order shall be void and without effect, even if the issuance of such purchase order occurs after the Effective Date.

12.4. **Assignment.** Neither this Agreement nor any right or interest hereunder shall be assigned by Licensee without the prior written consent of Hexagon, nor shall delegation of any obligation owed by Licensee be made without prior written consent of Hexagon. Any attempted assignment or delegation without such consent shall be wholly void and totally ineffective for all purposes.

12.5. **Applicable Law.** Unless otherwise required by the State law governing a Licensee that is a public institution located in the United States, which State law would require the laws of the Licensee's State to govern, this Agreement shall be governed, interpreted, or construed in accordance with the laws of the United States of America, State of Alabama. Jurisdiction and venue for any dispute arising under this Agreement shall be in the US District Court for the Northern District of Alabama or the Circuit Court of Madison County, Alabama. The Parties waive any right to have the Agreement translated into their respective language. 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 interpretation or enforcement of this Agreement.

12.6. **Severability.** Should any of the provisions of this Agreement be adjudged invalid or unenforceable by a court, tribunal, or governmental authority of competent jurisdiction, the remaining provisions hereof shall be unaffected thereby and shall remain valid and enforceable as if such provision had not been set forth herein. The Parties agree to substitute for any such invalid or unenforceable provision a valid provision which most closely approximates the intent and economic effect of such severed provision. Notwithstanding the foregoing, should any provision within Sections 3, 4, 6.2, or 9.5 be adjudged invalid, or unenforceable, then in that event, either Party may elect to terminate this Agreement in accordance with the notice provisions set forth herein.

12.7. **Authority.** Licensee and Hexagon warrant and represent that each has full authority and power to enter into this Agreement.

12.8. **Entire Agreement.** This Agreement along with the Quote and any appendices attached hereto shall constitute the entire agreement between Licensee and Hexagon and shall supersede all agreements, proposals both oral and written, between Licensee and Hexagon on this subject. No other provisions, whether oral or written, between the Parties shall be valid or binding unless contained herein. The headings in this Agreement are intended solely for convenience and shall be given no effect in the interpretation of this Agreement. This Agreement may only be amended or modified by written agreement executed by both Parties.

12.9. **Order of Precedence.** In the event of any inconsistency between the various documents comprising this Agreement, the order of descending precedence shall be as follows: (i) the Agreement, (ii) the applicable End User License Agreement (iii) the applicable Quote, (iv) appendixes to this Agreement, and (v) any Licensee purchase order (excluding any pre-printed terms and conditions).