GEOMEDIA WEBMAP MOBILE END USER LICENSE AGREEMENT – ANDROID
The Intergraph Corporation, by and through its Hexagon Geospatial Division, GeoMedia WebMap Mobile software application ("Software") enables users to upload and edit geospatial data remotely, utilizing a mobile device. Functionality of the Software is dependent upon the user having rights to access particular software configurations and data separate from the Software ("Hostware"). Hostware is made available, if at all, subject to separate terms and conditions. Availability of the Software does not guarantee Hostware availability.

Please scroll down and read the following end user license agreement carefully. This is a legally binding agreement ("Agreement") between You and Hexagon, located at 305 Intergraph Way; Madison, AL 35758, U.S.A., which provides the terms of Your use of the Software. By clicking "I Agree" or by installing and/or using the Software, You are agreeing to all of the terms and conditions stated in this Agreement. If You do not agree to these terms, do not click "I Agree", and do not install the Software. If You are installing and/or using the Software on behalf of any company or entity with which You are employed, affiliated, or associated ("Company"), You represent and warrant that You have the authority to bind the Company to the terms of this Agreement.

1. **Definitions:** "Intergraph Corporation" or “Hexagon” refers to Intergraph Corporation, by and through its Hexagon Geospatial division, for and on behalf of itself and its subsidiaries and affiliates. “You” or “Your” refers to You as an individual who accepts the terms of this Agreement on Your own behalf or on behalf of a Company that wishes to use the Software. “Google” refers to Google, Inc. “Indirect Party Content” refers to software source code, software applications, libraries, data, or other materials supplied by Indirect Party Providers and utilized in or by the Software. “Indirect Party Providers” refers to those persons or entities, other than You or Hexagon, which have made Indirect Party Content available for use by or in the Software.

2. **License Grant:** Subject to the terms, conditions and limitations stated in this Agreement and any other terms or conditions made applicable by Google, Hexagon grants You a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to run the Software on a mobile device that is owned or controlled by You. You are not permitted to use the Software for any purpose other than as expressly permitted under this Agreement. Hexagon may audit Your and Company’s use of the Software. You may not transfer the Software to another mobile device. You shall use the Software only in a manner consistent with this Agreement and the documentation which Hexagon may provide, in its sole discretion, in electronic and/or printed form with the Software and which can be found under [https://www.hexagongeospatial.com/legal/legal-contents](https://www.hexagongeospatial.com/legal/legal-contents).

3. **Intellectual Property Rights:** Hexagon retains all ownership and intellectual property rights in the Software. You shall not, and shall ensure that others do not: a) remove or modify any marks or proprietary notices of Hexagon, b) provide or make the Software available to any third party, c) use the Software to provide third party training for Hexagon products, d) assign this Agreement or give or transfer the Software or an interest in it to another individual or entity, e) decompile, disassemble or reverse engineer (except to the extent permitted by applicable law) the Software, f) create derivative works of or based on the Software or g) use any Hexagon name, trademark or logo. You must comply with applicable third party terms of agreement when using the Software.

4. **Warranty:**
   a. If You are located outside the United States or Canada: As the Software is provided to You free of charge, Hexagon does not guarantee or warrant any features or qualities of the Software or give any undertaking with regard to any other quality. No such warranty or undertaking shall
be implied by You from any description in the Software itself or any available documentation or any other communication or advertisement for Software except to the extent that Hexagon has expressly confirmed a specific quality in a signed undertaking to You. In particular, Hexagon does not warrant that the Software will be available uninterrupted or permanently and Hexagon draws Your attention to the fact that availability is subject to both the discretion of Hexagon and the discretion of Google. All warranty claims are subject to the limitation of liability stipulated in section 7 below.

b. If You are located in the United States or Canada: THE SOFTWARE IS LICENSED TO YOU “AS IS,” WITHOUT ANY WARRANTY, ESCROW, TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER ON THE PART OF HEXAGON. HEXAGON MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, AND UTILITY IN A PRODUCTION ENVIRONMENT. IN PARTICULAR, HEXAGON DOES NOT WARRANT THAT THE SOFTWARE WILL BE AVAILABLE UNINTERRUPTED OR PERMANENTLY AND HEXAGON DRAWS YOUR ATTENTION TO THE FACT THAT AVAILABILITY IS SUBJECT TO Both the discretion of Hexagon and the discretion of Google.

5. Indirect Party Content: The functionality of the Software is dependent, in part, upon Indirect Party Content. No Indirect Party Provider endorses the Software. You agree to be bound by the terms and conditions imposed by all Indirect Party Providers and to refrain from any act or omission contrary to restrictions or requirements associated with Indirect Party Content. The functionality of the Software is dependent upon using Your personally identifying information, including Your location information. You agree to this use of Your personally identifying information, including location information; provided however, You may opt-out of the use of Your personally identifying information by uninstalling the Software or disabling the use of personally identifying information, all in accordance with the processes utilized by Your mobile device. If You opt-out, the Software will not function.

6. Privacy: You acknowledge, consent, and agree that Hexagon may access, preserve and disclose information related to Your use of the Software if required to do so by law or due to a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims asserted by third parties; (d) respond to Your requests for customer service; or (e) protect the rights, property, or safety of Hexagon, its users, or the public.

7. Liability:
   a) If You are located outside the United States or Canada: Irrespective of the legal reasons, Hexagon shall only be liable for damages incurred under this Agreement if such damage causes death or personal injury. In all other cases, neither Hexagon nor its employees, agents and subcontractors shall be liable for any kind of damage or claims hereunder.

   b) If You are located in the United States or Canada: IN NO EVENT SHALL HEXAGON BE LIABLE TO YOU, COMPANY OR TO ANY THIRD PARTY FOR ANY DAMAGES IN AN AMOUNT IN EXCESS OF $100 ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SOFTWARE OR IN CONNECTION WITH HEXAGON’S PROVISION OF OR FAILURE TO PROVIDE THE SOFTWARE, OR AS A RESULT OF ANY DEFECT IN THE SOFTWARE. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST HEXAGON, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE. YOUR SOLE REMEDY IN THE EVENT OF BREACH OF THIS AGREEMENT BY HEXAGON OR FOR ANY OTHER CLAIM RELATED TO THE SOFTWARE OR HEXAGON MATERIALS SHALL BE TERMINATION OF THIS AGREEMENT.
8. **Export:** The Software, including any technical data related to the Software, is subject to United States and/or other applicable export control regulations, including, but not limited to the U.S. Export Administrations Act. Diversion contrary to United States law is prohibited. You confirm that: a) You will not use the Software and any derivatives of the Software for, and will not allow the Software to be used for, any purposes prohibited by United States or other applicable law, including, without limitation, for the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons of mass destruction, or other unsafeguarded or sensitive nuclear uses, b) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, c) You are not a citizen, national or resident of, and are not under the control of, the government of: Cuba, Iran, North Sudan, North Korea, Syria, nor any other country to which the United States has prohibited export, d) You will not download or otherwise export or re-export the Software, directly or indirectly (including via remote access), neither to the above-mentioned countries nor to citizens, nationals or residents of those countries, nor to any entity if You know, or have reason to know, that an illegal reshipment will take place, e) neither You nor Company is listed on any United States government denial list, including, but not limited to, the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers; the United States Department of Commerce Table of Denial Orders, Denied Persons, Entities, and Unverified Lists; the United States Department of State Debarred List, or any other U.S. government list of prohibited or restricted parties. ([https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/](https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/)), ([https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx](https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx)), ([https://www.pmddtc.state.gov/ddtc_public?id=ddtc_kb_article_page&sys_id=c22d1833dbb8d300d0a370131f9619f0](https://www.pmddtc.state.gov/ddtc_public?id=ddtc_kb_article_page&sys_id=c22d1833dbb8d300d0a370131f9619f0)).] and f) neither You nor Company will download or otherwise export or re-export the Software, directly or indirectly, to persons on the above-mentioned lists.

You agree to hold harmless and indemnify Hexagon for any causes of actions, claims, costs, expenses and/or damages resulting to Hexagon from a breach by you or any user of the export restrictions set forth in this Agreement. Any questions regarding export or re-export of the Software should be addressed to Intergraph’s Export Compliance Department at 305 Intergraph Way, Madison, Alabama, United States 35758, or at exportcompliance@intergraph.com.

9. **Support:** Google has no obligation to provide maintenance or support services for the Software. Hexagon does not offer support for the Software other than at its sole discretion.

10. **Term and Termination:** You may terminate this Agreement by destroying all copies of the Software in Your possession. Hexagon shall be entitled to terminate Your license to use the Software if Company or You fail to comply with any of the terms of this Agreement. In case of termination or expiration of this Agreement, You must destroy all copies of the Software in Your possession.

11. **Law/Venue:** This Agreement shall be governed by and construed under the laws of the State of Alabama without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
12. **Miscellaneous:**
   a) This Agreement is the complete Agreement for the Software licensed (including reference to information/documentation contained in a URL). This Agreement supersedes all prior or contemporaneous agreements or representations with regards to the subject matter of this Agreement. If any term of this Agreement is found to be invalid or unenforceable, the surviving provisions shall remain effective. Hexagon’s failure to enforce any right or provisions stipulated in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement.

   b) You and Hexagon agree that: (a) this Agreement is between Hexagon and You, and that Google is not a party to this Agreement; (b) that Hexagon is solely responsible for the Software thereof; (c) that Google, and Google's subsidiaries, are third party beneficiaries of this Agreement, and d) Google and its subsidiaries will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary hereof, but only if You accept the terms of this Agreement as outlined above.

13. **Contact:** If You have any questions, complaints, claims, or support-issues with regards to the Software please refer to our help portal: [https://www.hexagongeospatial.com/resources/support](https://www.hexagongeospatial.com/resources/support) or contact Hexagon at 305 Intergraph Way; Madison, AL 35758, USA or call Tel: 1.256.730.2000.

   **ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU BY THIS AGREEMENT ARE RESERVED BY HEXAGON.**