Intergraph Smart® Cloud Services

Pricing Policy

1. Overview

The purpose of this document is to describe the terms and conditions associated with the pricing of Intergraph Smart Cloud® under the Concurrent User Model, or Named User Model, if available, and as applicable, for the PPM Software Products as defined in the Cloud Services Agreement for Intergraph Smart Cloud.

2. Monthly Minimum Subscription Fee

The Concurrent User Model and the Named User Model are subject to the Minimum Monthly Subscription Fee and the Minimum Threshold of Users per PPM Software Product as follows:

Minimum Monthly Subscription Fee: means the greater of (i) the amount per month as specified as the minimum monthly fee in the table below for the specific PPM Software Product or the non-US currency equivalent applicable to PPM or (ii) the Subscription Fees payable by Customer per PPM Software Product and the Minimum Threshold of Users per PPM Software Product for the specific PPM Software Product per Customer Environment, by reference to the Concurrent User Model or Named User Model, which shall be payable per month for the duration of the Minimum Commitment Term.

The monthly amount shall be for the applicable PPM Software Product, in each case, per license, per month, per Customer Environment, as more particularly set out below:

<table>
<thead>
<tr>
<th>PPM Software Product</th>
<th>SDx Operations and SDx Projects (combined)</th>
<th>SDx Operations SDx Projects</th>
<th>Smart Construction</th>
<th>Smart Reference Data</th>
<th>Smart Materials</th>
<th>Smart Interoperability Publisher</th>
<th>Smart Review</th>
<th>Smart3D</th>
<th>Smart Foundation</th>
<th>Smart P&amp;ID</th>
<th>Smart Electrical</th>
<th>Smart Instrumentation</th>
<th>SmartSketch</th>
<th>CAESAR II</th>
<th>TANK</th>
<th>PV Elite</th>
<th>HxGN SmartBuild</th>
<th>EcoSys</th>
</tr>
</thead>
</table>

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 Minimum Monthly Fee per PPM Software Product | $15,000 | $10,000 | $5,000 | $10,000
---|---|---|---|---
 Minimum Threshold of Users | 20 Concurrent Users | 20 Concurrent Users | 5 Concurrent Users | Any one of:
(i) 25 Named Users or 10 Concurrent Users (as applicable) or (ii) 25 Authorized Users in any combination of 25 Authorized Users in any combination of Named Users or Concurrent Users or Concurrent Users or Concurrent Users with a ratio of 1 Named User to 2.5 Concurrent Users

3. Concurrent User Model

Concurrent Users: means Authorized Users and the number thereof permitted to access the PPM Software Products at a time. Concurrent-use allows a single Authorized User to access a software license of a PPM Software Product at a time and at any given time the Customer may have no more software licenses of a PPM Software Product in use by its Authorized Users than it has number of software licenses of the PPM Software Product purchased by Customer for use in the Customer Environment.

Term and Pricing Calculations

- **All pricing under the Concurrent User Model is subject to a Minimum Commitment Term of twelve (12) consecutive Months for each Customer Environment.**

- **Additional Concurrent Users may be purchased during the term of the Agreement but are subject to the unexpired remainder of the term under the Minimum Commitment Term.** For example, if 50 additional Concurrent Users are purchased in Month Six (6) of the Agreement, then those Concurrent Users will be subject to the remainder of the Minimum Commitment Term as set out over (i.e. six (6) Months having elapsed, there shall be six (6) Months remaining).

- **The pricing under the Concurrent User Model is calculated on a per PPM Software Product, per Customer Environment, per Concurrent User basis, subject to the Minimum Monthly Subscription Fee as specified in the Cloud Services Agreement.**
• Concurrent User counts within a given Customer Environment may be increased by Customer during the term of the Agreement but may not be decreased by Customer below the Minimum Monthly Subscription Fee.

• For a Customer Environment containing SDx Operations or SDx Projects, the Customer may have only one site per Customer Environment. A Site within a Customer Environment which requires in excess of five hundred (500) Concurrent Users, shall be subject to a specific custom quotation.

• Any agreed upon volume discounts will be applied at the end of every Month based upon the total number of Concurrent Users purchased, taking into account additional Concurrent Users purchased in that Month, and these discounts may vary from Month to Month dependent upon the agreed upon volume discount thresholds (if any, and if applicable).

• A maximum of five (5) Authorized Users may be registered in the system for each individual Concurrent User software license which is available in the Customer Environment.

• Additional Authorized Users can be added for additional Subscription Fees.

4. Named User Pricing Model

The following terms and conditions apply to the Named User Model for PPM Software Products where such a pricing model is available specifically for the PPM Software Product.

Account Setup and Usage

• User Account setup and usage is restricted to unique Named Users that represent and are tied to an individual person by name. Named User accounts are not permitted to be created for groups of people or for generic user roles. For example, a Named User account can be set up for Joe Smith, an actual person, but cannot be set up for groups of people such as “Shift Supervisors” or generic user roles such as “Design Person #1”.

• Named User accounts may not, under any circumstances, be shared by or between individual Users, groups of Users, and/or generic User roles. For example, a Named User account under the name of Joe Smith may not be shared with or used by another individual (e.g. “Mary Johnson”) nor may it be shared with or used by or within any group of people or roles (e.g. “Shift Supervisors” and/or “Design Person #1”).

• There must be a one-to-one mapping between Named User accounts and actual individual Users.

Term and Pricing Calculations

• All pricing under the Named User Model is subject to a Minimum Commitment Term of twelve (12) consecutive Months for each Customer Environment.

• Additional Named Users may be purchased during the term of the Agreement but are subject to the unexpired remainder of the term under the Minimum Commitment Term. For example, if 50 additional Named Users are purchased in Month Six (6) of the Agreement, then those Named Users will be subject to the
remainder of the Minimum Commitment Term as set out over (i.e. six (6) Months having elapsed, there shall be six (6) Months remaining).

- The pricing under the Named User Model is calculated on a per PPM Software Product, per Customer Environment, per Named User basis, subject to the Minimum Monthly Subscription Fee as specified in the Master Services Agreement.

- Named User counts within a given Customer Environment may be increased by Customer during the term of the Agreement but may not be decreased by Customer below the Minimum Monthly Subscription Fee.

- Any agreed upon volume discounts will be applied at the end of every Month based upon the total number of Named Users purchased, taking into account additional Named Users purchased in that Month, and these discounts may vary from Month to Month dependent upon the agreed upon volume discount thresholds (if any, and if applicable).

- The Named User Model is only available for certain PPM Software Products as applicable in PPM’s pricebook.

5. Other Terms & Conditions

- Any agreed upon volume discounts (if any, and if applicable) will be applied per Customer Environment basis and are not cumulative across Intergraph Smart Cloud or all Customer Environments. For example, if PPM agrees to a five percent (5%) volume discount threshold of fifty (50) Authorized Users and the Customer has two Customer Environments, (i.e. Customer Environment A and Customer Environment B) with Customer Environment A having thirty (30) Authorized Users and Customer Environment B having forty (40) Authorized Users then the volume discount would not apply to either Environment A or Environment B, on the basis that neither Customer Environment meets the applicable threshold in order for the volume discount to be applied. To the extent that a volume discount is applicable, the volume discount may be subject to different thresholds in terms of number of licenses or discount models or pricing models and therefore vary per PPM Software Product.