Hexagon Geospatial Luciad® Software License Agreement

Luciad Portfolio Software License Agreement

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"End User System" shall mean a specific System developed by Licensee that is intended for deployment to and use by the End User. The End User Systems to which this Agreement applies are described in the Quotation.

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21.5   **Assignment.** Unless otherwise provided in writing, neither party shall have the right to assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this Agreement, without your approval, to (i) an entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service subject to this Agreement; (ii) an entity which acquires all or substantially all of the product or product line assets subject to this Agreement; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by you to sublicense, assign or transfer the license or the Luciad Software Product, except as expressly provided in writing, is void and immediately terminates the license.

21.6   **Governing Law; Venue 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.

21.7   **Governing Language.** The controlling language of this Agreement is English. If you received a translation of this Agreement into another language, it has been provided for your convenience only. If you are located outside the United States, then the provisions of this section shall also apply: (i) Les parties en présence confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient redigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Luciad Software Product, and you represent that you have complied with any and all regulations or registration procedures required by applicable law to make this Agreement fully enforceable.

21.8   **Survival.** The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.