Hexagon Geospatial Luciad® Software License Agreement

Luciad Portfolio Software License Agreement

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”Agreement” shall mean the Quotation signed by Licensee, the present Luciad Portfolio Software License Agreement, and any exhibits and addenda duly and expressly referenced in the aforementioned Quotation. In case of conflict between the Quotation and the present Luciad Portfolio Software License Agreement, the Quotation, including its exhibits and addenda, shall have precedence.

”Luciad Software Product” or “Product” shall mean any Luciad portfolio Software programs identified in the Quotation, and includes all related materials, documentation and information received by Licensee from Hexagon together with and as part of the software program, and all corrections, modifications and improvements of any of the foregoing that Hexagon may provide to Licensee.

”Development” shall mean use of Product to develop Systems, either directly by making use of the Application Programming Interface (“API”) of Product, or indirectly by making use of another System that itself accesses the API of Product.

”Developer” shall mean any employee (with the express exclusion of subcontractors) of Licensee who uses Product for Development at Licensee’s premises.

“System” shall mean any software which has been or will be developed by Licensee and that incorporates in any manner any portion of Product.
“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.

“End User Organization” shall mean an entity receiving End User System from Licensee. The End User Organization for a given End User System is described in the Quotation.

“End User” is any individual of End User Organization using End User System.

“Territory” is the geographical area in which End User System may be deployed and used. The Territory for a given End User System is described in the Quotation.

“Perpetual License” shall mean an authorization to use Product pursuant to Section 3 for a defined period of time (the “License Term”). Unless a deviating duration is specified in the Quotation, a Perpetual License on the Product shall last for the entire duration of Hexagon’s Intellectual Property Rights on said Product.

“Subscription License” shall mean the combination of (i) an authorization to use Product pursuant to Section 3 for a defined period of time (the “License Term”), and (ii) Maintenance on said Product for the same period of time. Unless a deviating duration is specified in the Quotation, a Subscription License shall last for 12 months.

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“Per Seat License” shall mean an authorization to use Product pursuant to Section 3 for a defined number (the “Seats”) of identified or identifiable individual End Users accessing Product at any given time, either directly or indirectly, and either concurrently or at separate times.

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3.1 Licensee is authorized to use Product, as identified in the Quotation, as follows:

(i) The number of Developers that may use Product for Development may not exceed the number of Developers as licensed in the Quotation.

(ii) Distribution of End User System to End Users is restricted to the Territory described in the Quotation.

(iii) The number of Seats, Cores or Devices as licensed in the Quotation determines the maximum usage.

(iv) Licensee is authorized to make copies of Product for backup or archival purposes.
3.2 Licensee will not permit End User System and/or software end user licenses to be used for Development, and/or permit Development Licenses to be used by End Users.

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21. **General.**

21.1 **Entire Agreement.** You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms and conditions. You further agree that this Agreement is the complete and exclusive statement of the agreement between you and Hexagon relating to the subject matter of this Agreement and that this Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between you and Hexagon relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both you and Hexagon; provided however, certain Luciad Software Product and Upgrades may be subject to additional, or different, as applicable, terms and conditions contained in a Software License Addendum or separate Software License Agreement that is delivered with the applicable Luciad Software Product or Upgrade. Any reproduction of this Agreement made by reliable means (for example, printed, photocopy or facsimile) will be deemed an original.

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21.3 **No Waiver.** Any failure by either party to enforce performance of this Agreement shall not constitute a waiver of, or affect said party’s right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this Agreement.

21.4 **Notices.** Any notice or other communication (“Notice”) required or permitted under this Agreement shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written
confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Hexagon’s address for Notices is Hexagon Geospatial, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

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.