

Hexagon Referral Program Terms

By clicking on the “Accept” button, you agree that your company (“**Referring Company**”) will comply with the terms of the Hexagon Referral Program (the “**Program**”) including the Hexagon Referral Program Terms stated herein (collectively, the “**Terms**”), and represent that you are authorized to bind Referring Company to the Terms and that Referring Company understands and agrees to the Terms. This Program is offered by Hexagon at Hexagon’s sole discretion, and Hexagon retains the right to accept referrals and cancel or terminate this Program at any time.

1. Definitions.

- a. “**ACV**” means the total amount of committed recurring subscription fees value, excluding any one-time fees, Costs, and any non-standard recurring third-party incremental fees associated with the SaaS Transaction, divided by the number of years in the committed subscription term.
- b. “**Channel Partner Entities**” is as defined in Section 4(b).
- c. “**Costs**” means costs, fees, royalties, expenses and any other amounts paid or payable to third parties or otherwise incurred by Hexagon in connection with an Order, including, without limitation, third party fees (including fees for third party products embedded in or licensed with Hexagon software products), royalties, commission payments, and any applicable tax amounts imposed by any competent taxing authority in connection with such Order.
- d. “**Eligible Lead**” is as defined in Section 3 hereof.
- e. “**Eligible Referring Company**” is as defined in Section 4 hereof.
- f. “**Hexagon**” means Hexagon EAM Holdings, LLC, Intergraph Corporation DBA Hexagon PPM, and/or any other subsidiary of Hexagon AB.
- g. “**License Transaction**” means a transaction whereby an Eligible Lead agrees to pay Hexagon a license fee for use of an Hexagon software product on a perpetual basis.
- h. “**Net License Fee**” means the gross software license fee that Hexagon collects and recognizes from an Order for a License Transaction, less Costs related to such Order.
- i. “**Order**” means the **first** mutually signed order form or other ordering document between an Eligible Lead and Hexagon documenting either a SaaS Transaction or Software License Transaction, as applicable, and which otherwise meets the criteria of the Program.
- j. “**SaaS Transaction**” means a transaction whereby an Eligible Lead agrees to pay Hexagon a recurring subscription fee to access an Hexagon software product offered on a Software as a Service basis (a “**SaaS Product**”), as designated by Hexagon.

2. Referral Fee if Eligible Lead Enters into an Order.

- a. If an Eligible Lead referred by an Eligible Referring Company enters into an Order for a License Transaction, the referral fee payable to the Eligible Referring Company is ten percent (10%) of the Net License Fee (for the first \$1,000,000)¹ received by Hexagon under such Order.
- b. If an Eligible Lead referred by an Eligible Referring Company enters into an Order for a SaaS Transaction, the referral fee payable to the Eligible Referring Company is fifteen percent (15%) (for the first \$1,000,000)² of the

¹ Subject to the other terms herein including but not limited to Section f. below, the following percentages of the Net License Fee shall be paid as follows:

First \$1,000,000	10%
Second \$1,000,000	8%
Third \$1,000,000	6%
Fourth \$1,000,000	4%
All amounts greater than \$4,000,000	2%

² Subject to the other terms herein including but not limited to Section f. below, the following percentages of the Net License Fee shall be paid as follows:

First \$1,000,000	15%
Second \$1,000,000	12%
Third \$1,000,000	9%
Fourth \$1,000,000	6%
All amounts greater than \$4,000,000	3%

ACV received by Hexagon under such Order. For the avoidance of doubt, for any “ramped” SaaS Transactions, Referring Company may elect, at its option, to receive its referral fee as provided herein either (i) on the first year ACV, (ii) or on the net average ACV amount for the Initial Term, in each case once Hexagon has collected and recognized that amount in accordance with Hexagon’s then-current revenue recognition policies.

- c. For avoidance of doubt, no referral fee will be payable for any fees other than software license fees and SaaS Transaction subscription fees, in each case, that Hexagon has collected and recognized in accordance with Hexagon’s then-current revenue recognition policies (i.e. referral fees will not be paid on annual maintenance and any associated professional services). Additionally, only software license fees and SaaS Transaction subscription fees that are contractually committed under the Order are eligible for payment under this Program (i.e., fees from subsequent orders, changes in scope or amendments are excluded).
 - d. Any referral fee payable hereunder in connection with an Order for a License Transaction will be paid after Hexagon’s receipt of all applicable fees due under such Order from the Eligible Lead. Any referral fee payable hereunder in connection with an Order for a SaaS Transaction will be paid after Hexagon’s receipt of the first monthly payment by the Eligible Lead.
 - e. If an Eligible Lead entering into an Order was referred by more than one Eligible Referring Company, Hexagon will determine in its sole discretion which Eligible Referring Company is entitled to a referral fee or, where Hexagon deems appropriate, it may elect to split any resulting referral fee among the Eligible Referring Companies in such proportion as Hexagon deems reasonable. In most cases, it is expected that the Eligible Referring Company who first submitted the Lead Registration Form identifying the Eligible Lead will be the sole Eligible Referring Company eligible for a referral fee.
 - f. Notwithstanding anything else stated in this Agreement:
 - 1. The percentages herein may be decreased by Hexagon in their sole reasonable discretion for any Lead in the event the referral fees above would cause Hexagon to be below the Hexagon required margin threshold. Decreases to the referral fees can be due but not limited to a third-party royalty due for the sale of such software, increased cost of provision of the software or services by Hexagon due to the Lead’s security or company requirements or a country in which additional service costs or taxes are incurred, or discounts on the Lead’s cost.
 - 2. Hexagon reserves to right to update the referral fee percentages due to a Referring Company from time to time in their sole discretion by updating the legal terms to this site. Referrals approved prior to the date such legal terms are updated shall be paid under the referral fees stated herein.
3. **Eligibility Requirements for a Lead.** An Eligible Referring Company will only be eligible for a referral fee under this Program for referring a prospective customer (a “**Lead**”) that meets **ALL** of the criteria set forth in this Section 3 (an “**Eligible Lead**”).
- a. The Lead must enter into an Order within 18 months of Referring Company’s submission of the Lead Registration Form identifying the Lead, and the Lead must pay all amounts due under such Order within 24 months of entering the Order.
 - b. The Lead must not have been a customer of, or otherwise engaged in discussions with, Hexagon or any Hexagon Channel Partner Entities, or their respective personnel, regarding a sales opportunity at any time during the 6 months preceding submission of the lead to Hexagon.
 - c. Except as provided in 3.d, the Lead (including any affiliated or related companies) must not be a licensee of Hexagon software products.
 - d. Subject to Section 3.b and approval via e-mail by the Global Channel & Alliance Operations, the Lead may be a licensee of Hexagon software products under the following circumstances:
 - 1. The Lead has been off support and maintenance for more than twenty-four (24) months at the time of the submission of the Lead;
 - 2. The Lead is interested in purchasing a license to a different Hexagon product than previously licensed; or
 - 3. In limited situations as solely determined by Hexagon, the Lead is interested in expanding the scope of its existing license (e.g., a license purchase of additional users or modules).
 - e. The Lead must not be Referring Company or any direct or indirect affiliate of Referring Company.
 - f. The Lead must not be (or be funded in any way by) a public sector body, agency, arm, division or institution

of any country, federal, state, jurisdictional, territorial or local government.

- g. The Lead must not be:
 - 1. a national of Cuba; Iran; North Korea; the Crimean, Sevastopol, Luhansk and Donetsk regions of Ukraine; or Syria;
 - 2. a 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. Visit www.export.gov for more information or follow this link for the screening tool: <https://legacy.export.gov/csl-search>;
 - 3. a person or entity intending to use any Hexagon software or technical information to design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses; or
 - 4. a person or entity intending to reship the Hexagon software or technical information in violation of U.S. export laws or would otherwise violate Hexagon's policies.
 - h. The Lead must be submitted by an Eligible Referring Company (as defined below) who has fully complied with the terms of the Program.
 - i. Information regarding the Lead must be submitted via Hexagon's Program web referral form located at <https://hexagonppm.com/partners/referrals> (the "**Lead Registration Form**"). The Referring Company must accurately complete all parts of the Registration Form and provide any additional details and information that Hexagon requests or requires following submission of the Lead Registration Form.
 - j. As of the time of Referring Company's submission of the Lead Registration Form, the Lead must have expressed or demonstrated some interest to Referring Company that suggests, in Hexagon's reasonable sole determination, that it is a good candidate to enter into a License Transaction or SaaS transaction within 365 days of such submission. For purposes of clarification, cold call lists or referrals do not qualify for this Program.
 - k. The Lead must have communicated to Referring Company that it is interested in discussing Hexagon product offerings with Hexagon.
 - l. The Lead Registration Form must be accepted by Hexagon in an email confirmation from the Hexagon Referral Program. Such confirmation does not establish that the Lead is an Eligible Lead, but no Lead will be deemed an Eligible Lead absent such confirmation.
4. **Eligibility Requirements for Referring Company.** Only a Referring Company meeting all of the criteria set forth in this Section 4 (an "**Eligible Referring Company**") will be eligible for a referral fee under this Program.
- a. The Referring Company must be a corporation or other type of business entity recognized by local law. Individuals acting as a sole proprietor or in a personal capacity are not eligible to participate in the Program. The Referring Company must be permitted to participate in this Program under the laws of its place of domicile and the laws of the United States.
 - b. Hexagon's channel partners, and any affiliates or related parties of Hexagon's channel partners (collectively, "**Channel Partner Entities**") are ineligible to participate in the Program with respect to product offerings that such channel partners are authorized to sell with respect to territories and thresholds. However, channel partners are permitted to participate in the Program, and submit Leads with respect to Hexagon product offerings that neither they, nor any of their related Channel Partner Entities are authorized to sell. As referenced above, "related parties" includes any separate company formed for the primary purpose of generating income from referring opportunities to Hexagon under this Program whether or not under common ownership or control with a Channel Partner Entity.
 - c. If the Referring Company is also an Hexagon vendor, supplier, channel partner, customer or licensee of Hexagon product offerings, participation in the Program (including payment of any referral fees) is conditioned on the Referring Company being in good standing with Hexagon (e.g., current on any amounts owed, not in breach of agreements with Hexagon, and not otherwise prohibited from referring such business to Hexagon).
 - d. The Referring Company must be willing to arrange a meeting between the Lead and Hexagon.
 - e. Hexagon may do due diligence on the transaction and the Referring Company prior to pursuing any Eligible Lead.

5. **Additional Terms.**

- a. Referring Company and you represent that submission of the Lead Registration Form does not violate any legal obligations to which Referring Company or you are subject, and that neither Referring Company, nor you, has any relationship with the Lead or Hexagon, or any of their personnel, that creates or could create a conflict of interest. In case of any consulting relationship or potential conflict of interest between Referring Company and Lead, Referring Company shall disclose to Lead its participation in the Program and its eligibility for referral fees under the Program.
- b. Referring Company agrees to supply Hexagon's Referral Team with an Invoice for the eligible referral fee within 30 days of receipt of Win email notification and instructions.
- c. Referring Company represents that information submitted by it or on its behalf in connection with the Program is not subject to any confidentiality obligations and is truthful and accurate.
- d. Referring Company agrees to ensure that it and its employees, agents and personnel will at all times protect and maintain in strict confidence all confidential information concerning Hexagon, its customers, prospective customers, suppliers and channel partners disclosed to it in connection with the Program or any matter related to the Program.
- e. Referring Company agrees that it is not acting as Hexagon's agent or representative and has no authority to bind Hexagon to any arrangements with third parties, nor may Referring Company represent anything to the contrary to any third party. Referring Company may not make any representations or warranties on Hexagon's behalf and agrees to indemnify, defend and hold Hexagon harmless from and against any claims against Hexagon related to or arising from Referring Company's acts or omissions in connection with the Program.
- f. Referring Company agrees to comply with all applicable laws, rules and regulations in connection with this Program, including with respect to the taxation of referral fees paid under the Program. Hexagon reserves the right to deduct from referral fee payments any required tax withholding and other deductions that it determines are legally required. Referring Company understands and agrees that it is solely responsible for any costs it incurs in connection with the Program or its referral of leads. The Program is void where prohibited by law.
- g. Referring Company agrees to comply with all applicable data privacy and data protection laws, and represents and warrants that any information submitted by it or on its behalf in connection with the Program is compliant with all applicable data privacy and data protection laws.
- h. Hexagon may, in its sole discretion, at any time with or without notice, terminate this Program or Referring Company's participation in the Program or modify the terms and conditions of this Program. All questions of eligibility and payment under the Program will be finally determined by Hexagon.
- i. Hexagon's sole liability to Referring Company or any third party for any matters in any way related to this Program will be limited to payment of referral fees that have been duly earned subject to the Terms of the Program. Hexagon disclaims all other liability of any kind. Hexagon makes no representations or warranties express or implied to you, to Referring Company or to any third party in connection with this Program. **IN NO EVENT WILL HEXAGON OR ANY OF ITS AFFILIATED COMPANIES, SUPPLIERS, LICENSORS OR PARTNERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**
- j. Hexagon's failure to enforce its rights or to insist on fulfillment of any requirements, terms and/or conditions with respect to any payments made or to be made hereunder (or any other matter pertaining to the Program) will not act as a waiver of Hexagon's right to later enforce any such rights or to require fulfillment of any such requirements, terms and/or conditions.
- k. The Terms govern the treatment of any lead submitted by or on behalf of Referring Company under the Program and supersede any other agreement or understanding between Hexagon and Referring Company with respect to the payment of referral fees for such lead. Referring Company will not be eligible to receive any other payment in connection with an Order except as provided hereunder.
- l. Referring Company agrees that Hexagon may audit its books and records as necessary to confirm compliance with the Program terms and conditions and applicable law.
- m. The Program is governed by the laws of the State of Alabama, USA, without regard to its conflicts of laws principles. Any legal action against Hexagon in connection with or related to this Program must be brought in, and shall be subject to, the exclusive jurisdiction of the state and federal courts located in the State of Alabama, USA.