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SOFTWARE EVALUATION LICENSE AGREEMENT FOR PROCESS, POWER & MARINE SOFTWARE PRODUCTS

This Software Evaluation License Agreement ("Agreement") is a legal agreement between the Evaluator (either an individual or a single entity) and Intergraph Corporation, doing business as Process, Power & Marine (hereinafter referred to as "PP&M"). Evaluator should carefully read the following terms and conditions before downloading or operating the on-line copy of the proprietary software product and related "on-line" or electronic documentation (hereinafter the "Software" or "Product").

The Product can only be downloaded, installed, and operated in accordance with the terms and conditions of this Agreement. If Evaluator does not agree to comply with the terms and conditions of this Agreement, Evaluator should select the "NO" Button located at the end of this Agreement to exit without installing the Product. Selecting the "YES" Button located at the end of this Agreement and downloading of the Product will be deemed acceptance of the terms of this Agreement.

PP&M herein offers to permit Evaluator to engage in trial use of the Product for a certain period to permit Evaluator to evaluate the Product. Evaluator wishes to receive the Product for the purpose of conducting this trial use. Accordingly, the parties agree as follows:

1. PP&M hereby grants to Evaluator a non-exclusive, non-transferable limited license to use the Product for a limited time for the sole purpose of evaluation subject to the terms and conditions of this Agreement. Evaluator is not authorized to use the Product for development or production purposes.

2. Evaluator shall have no ownership interest in the Product by reason of this Agreement. Evaluator may not decompile, disassemble or otherwise reverse engineer the Product. Title and all rights of ownership in and to the Intellectual Property Rights and the Product, including all technology, associated documentation, data and information, are and shall remain vested in PP&M or a Hexagon Group Company. Hexagon Group Company means a company controlled directly or indirectly by Hexagon AB, a Swedish corporation. Evaluator shall not use, distribute, copy, perform, amend, alter, modify, exploit, sublicense, or assign the Product, or any of PP&M's, a Hexagon Group Company's, or relevant third party's Intellectual Property Rights (or permit such to occur) except as expressly permitted by this Agreement.

3. The Evaluator shall provide interviews and reports as requested by PP&M concerning its opinion and evaluation of the Product. Evaluator shall regularly consult with representatives of PP&M concerning the performance of the

Product. PP&M shall have the right to use any of the reports, information, and evaluations furnished to it by Evaluator in any manner whatsoever and without any limitations.

4. The PP&M Product is designed to automatically terminate without notice on the expiration date delivered with the evaluation key.

5. PP&M shall have the right to terminate the license any time at the sole discretion of PP&M.

6. There will be no charge by PP&M for Evaluator's limited use of the Product.

7. Evaluator acknowledges that the Product and Product information, data and technology is confidential in nature, is a proprietary product of PP&M, a Hexagon Group Company, and relevant third parties, and is protected by copyright law and international treaty. Therefore, Evaluator shall not disclose, directly or indirectly, or take any action that would result in the disclosure of any confidential or proprietary data whatsoever, including, but not limited to, reproduction of data, software, or information furnished to Evaluator. Evaluator acknowledges that Evaluator holds no right, title, privilege or interest in the Product, information, or software furnished pursuant to this Agreement. Evaluator shall not discuss or disclose to any party other than PP&M the terms of this Agreement, product information, nor the results of any evaluation, except with the prior written consent of PP&M.

   Evaluator agrees to take the appropriate measures to protect the confidential and proprietary nature of the Product, but in no case will the measures be less effective than those measures used to protect Evaluator's own proprietary data and/or software.

8. **PP&M MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCT, WHETHER EXPRESS OR IMPLIED, REGARDING ITS USE OR PERFORMANCE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EVALUATOR ACCEPTS THE PRODUCT IN AN "AS IS" CONDITION WITHOUT WARRANTIES OF ANY KIND.**

9. **IN NO EVENT SHALL PP&M OR A HEXAGON GROUP COMPANY BE LIABLE FOR ANY DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, INCIDENTIAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR CORRUPTION OR LOSS OF DATA.**

10. Upon expiration or termination of the license herein granted, Evaluator shall return to PP&M all copies of the Product and any other data furnished by PP&M in connection herewith. In addition, Evaluator shall return to PP&M or destroy all reports or evaluations of the Product.

11. Upon expiration of the term of the license herein granted, including any extensions thereof, Evaluator shall have the right to license the Product from PP&M at the standard prices and terms published by PP&M. However Evaluator will be under no obligation to purchase, lease, or license the Product by reason of this Agreement.

12. This Agreement and the license contained herein shall not be assignable by Evaluator without the express written consent of PP&M.

13. Evaluator's obligation to maintain confidentiality, all disclaimers of warranties, and limitations of liability set forth in this Agreement shall survive the termination of this Agreement.

14. This Agreement supersedes all prior agreements, whether written or oral, concerning the subject matter herein, and may not be amended or modified except by written consent of both parties.

15. Should you have any questions concerning this Agreement, you may contact your local PP&M office or write Process, Power & Marine, 305 Intergraph Way, Madison, Alabama 35758.

16. Dispute Resolution: For any controversy or claim that may arise out of or in relation to this Agreement or with respect to breach thereof, the parties agree to initially seek to solve the matter amicably through discussions between the parties' points of contact as listed herein. Should the parties fail to resolve such controversy or breach by amicable arrangement and/or compromise within thirty (30) days of the notice of dispute, such dispute should be escalated to parties' upper management. Should the parties fail to resolve such controversy, claim, or breach by amicable arrangement and/or compromise within thirty (30) days of the dispute being brought to the attention of parties' upper management, then the parties may, at their sole discretion, seek resolution through non-binding mediation. If either party is not satisfied with the result of the non-binding mediation, such party may seek legal recourse through the courts in the jurisdiction chosen herein. No party may commence litigation in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by negotiation and mediation, and the mediation has terminated, or the other party refused to participate in the mediation. Any time period stated in this Section may be reduced for the sole purpose of avoiding the expiration of the Statute of Limitations for the event made the basis of the controversy.

17. This Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Alabama and shall have been deemed to have been executed in Huntsville, Alabama. The parties agree that any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court for Madison County, Alabama or the United States District Court for the Northern District, Northeastern Division, of Alabama, USA. The parties agree to submit to the jurisdiction of, and agree that venue is proper

in these courts in any such legal action or proceeding. For jurisdictions outside the United States, the following language shall also apply: The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

18. Intergraph Corporation's software product(s) and any software products obtained from Intergraph Corporation, its subsidiaries, or distributors (including any Documentation or technical data related to these products) are subject to the export control laws and regulations of the United States. Diversion contrary to U.S. law is prohibited. These Intergraph Corporation software products and any software products obtained from Intergraph Corporation, its subsidiaries, or distributors, and the direct product thereof, must not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:

    a. To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.

    b. To any 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 (http://export.gov/ecr/eg_main_023148.asp).

    c. To any entity when Evaluator knows, or has reason to know, the end use of the Intergraph Corporation software product(s) or any software products obtained from Intergraph Corporation, its subsidiaries, or distributors, is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.

    d. To any entity when Evaluator knows, or has reason to know, that an illegal reshipment will take place.

    Any questions regarding export or re-export of the Intergraph Corporation software products or software products obtained from Intergraph Corporation, its subsidiaries or distributors should be addressed to Process, Power & Marine, Export Compliance Department, 305 Intergraph Way, Madison, Alabama 35758, USA.

    Evaluator shall hold harmless and indemnify PP&M for any costs and or damages resulting to PP&M from a breach of this Article by Evaluator.

19. Neither party will use the name of the other party in connection with any advertising or in any publication concerning the subject matter of the Agreement without prior written permission.

20. Whenever possible, each provision of this Agreement and each related document shall be interpreted in such a manner

as to be effective and valid under applicable law. However, if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related document.

EVALUATOR ACKNOWLEDGES THAT EVALUATOR HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. EVALUATOR FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN EVALUATOR AND PP&M WHICH SUPERSEDES THE STANDARD PP&M SOFTWARE LICENSE AGREEMENT THAT IS EMBEDDED IN THE SOFTWARE, ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN EVALUATOR AND PP&M RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

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