

This AGREEMENT ("Agreement") is entered into on this the ____ day of ____ 2012 (hereinafter referred to as "Effective Date") by and between

Intergraph Canada Ltd.
with principal offices at
2912 Memorial Drive S.E.
Calgary, Alberta T2A 7R9
(hereinafter referred to as "**INTERGRAPH**")

And

The Corporation of the City of London
with principal offices at
400 Horton Street
London, Ontario
N6B 1L7

(hereinafter referred to as "**CUSTOMER**"),

jointly referred to as "the Parties", and individually as a "Party".

WHEREAS, INTERGRAPH and CUSTOMER wish to enter into a business relationship and;

WHEREAS, INTERGRAPH has developed and owns certain computer Software Products and provides certain services in relation to said software and;

WHEREAS, CUSTOMER desires to license certain Software Products, as set forth herein;

WHEREAS, INTERGRAPH desires to grant CUSTOMER a non-exclusive license to use certain Software Products and/or Third Party Software for the purposes and upon the terms and conditions set forth herein, and CUSTOMER desires to purchase such licenses;

WHEREAS, it is expressly understood between the Parties that this Agreement does not obligate CUSTOMER to purchase any Software Products or Services; and

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, INTERGRAPH and CUSTOMER do hereby agree as follows:

1. DEFINITIONS

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Unless the context requires otherwise, the following terms shall have the meaning set forth below. Words in the singular shall include the plural and vice versa where the context so requires. These definitions are listed below in alphabetical sequence.

"Consulting Services" means services performed under a mutually agreeable Statement of Work, which services are not part of Maintenance Services, but are related to Software Product(s) hereunder which include, but are not limited to, Software Product(s) enhancements, modifications, installation, development, customization, solution design, etc., as further described in an applicable Statement of Work;

"Deliverables" means the tangible outputs or proceeds of the Services as defined and described in each SOW;

"Documentation" shall mean, whether in electronic or printed form, User's Guides, Installation Guides, Reference Guides, Administrator's Guides, Customization Guides, Programmer's Guides, Configuration Guides and Help Guides delivered with a particular Software Product supplied by INTERGRAPH to CUSTOMER. Not all of the previous types of Documentation are delivered with each Software Product supplied by INTERGRAPH;

"Executive Sponsor(s)" means the senior managers, as identified in Section 37, that CUSTOMER and INTERGRAPH assign as having exclusive authority to oversee the implementation of this Agreement and to make binding decisions falling within the scope of this Agreement;

"Intergraph Corporation" shall mean INTERGRAPH's parent company, Intergraph Corporation, a Delaware corporation;

"Project Manager(s)" means the persons that CUSTOMER and INTERGRAPH each assign as having the authority to develop a plan, assign appropriate resources, secure necessary approvals, oversee day to day activities and report project status to the appropriate Executive Sponsors of a project outlined in a SOW and covered by this Agreement;

"Purchase Order" means (i) an order from CUSTOMER to INTERGRAPH to purchase Software Products and/or Third Party Software placed by CUSTOMER with references and incorporation of this Agreement; or (ii) an Intergraph quotation signed by CUSTOMER, which references and incorporates this Agreement;

"Services" means the professional services of INTERGRAPH and INTERGRAPH sub-contractors necessary to facilitate the implementation of the Deliverables, as outlined in each SOW;

"Software Product(s)" shall mean INTERGRAPH computer software and all of the contents of the files, disks(s), CD-ROM(s) or other media, including any templates, data, printed materials, and "online" or electronic Documentation, all copies, and any upgrades, modified versions, and updates (which will be provided if the Software Product is covered under a current Software Maintenance Service Contract), of the Software Product purchased by the CUSTOMER;

"Statement of Work (SOW)" means the listing of tasks negotiated and jointly approved by the Parties;

"Subsidiary" means an entity that is controlled by INTERGRAPH and INTERGRAPH owns at least fifty percent (50%) of the stock of said entity;

"Third Party Software" means computer software or other technology in which any person or entity, other than Intergraph Corporation or any subsidiary of Intergraph Corporation, has any right, title or interest including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology.

2. LICENSE GRANT

All Intergraph Software Product(s), Third Party Software, Documentation, Third Party Documentation and any software related deliverables provided by INTERGRAPH under this Agreement shall remain the property of INTERGRAPH or relevant third parties. Possession and use of any perpetual license for Intergraph Software Product(s), Third Party Software, Documentation, and Third Party documentation furnished by INTERGRAPH hereunder is subject to one of the following software license agreements:

- Intergraph Software Products and Documentation, excluding GeoMedia Objects and TerraShare: "End-User License Agreement" which is attached hereto as **Exhibit 1**, and by this reference is made a part of this Agreement.
- Intergraph GeoMedia Objects Software Products and Documentation: "Software License and Limited Product Warranty for Intergraph Corporation Software Product(s): *GeoMedia Objects* (SG&I061604-GMO)" which by reference is made a part of this Agreement. A copy will be furnished upon request.
- Intergraph TerraShare Software Products and Documentation: "Client Access License Agreement for Intergraph Corporation Software Product(s): TerraShare Server (SGI052406)" and "Software License Agreement and Limited Product Warranty for Intergraph Corporation Software Product(s): TerraShare Server (SGI052406)" which by reference are made a part of this Agreement and will be furnished upon request.
- Third Party Software and Documentation: The software license agreement that comes with the Third Party Software.

It is agreed by INTERGRAPH and CUSTOMER that this license, shall apply to any and all Local Area Network(s) ("LAN" which may also be referred to simply as "Site") established at any CUSTOMER location.

INTERGRAPH grants to CUSTOMER a personal, non-exclusive, non-transferable license to use the Software Products, Third Party Software, Documentation, and Third Party Software documentation for its own internal business use.

CUSTOMER agrees that it will hold all parts of the Software Products, Third Party Software, Documentation, and Third Party Software documentation in confidence and will not sell, loan, rent, or make disclosure of the Software Products, Third Party Software, Documentation, and Third Party Software documentation to any of CUSTOMER's partners and third parties except as expressly provided in this Agreement and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act or as otherwise required by law or an order of the court.

CUSTOMER agrees that CUSTOMER, shall not modify, decompile, disassemble, or otherwise reverse engineer the Software Products or Third Party Software or create derivative works of the Software Products or Third Party Software.

CUSTOMER acknowledges and agrees that CUSTOMER is responsible to ensure that any personnel of CUSTOMER, allowed access to the Software Products, Third Party Software, Documentation, and Third Party Software documentation shall be made aware of all appropriate provisions of this Agreement and software license contained herein, including but not limited to, those provisions regarding ownership; nondisclosure; confidentiality; licensing and limitations of usage and warranty of the Software Products, Third Party Software, Documentation, and Third Party Software documentation; patent, trademark and copyright infringement; disclaimer; limitation of liability; compliance and export control and governing law.

CUSTOMER agrees to commit its best efforts to prevent any violation by CUSTOMER, and/or its personnel of either the licensed rights granted herein or INTERGRAPH's or relevant third party's applicable copyrights, trade secrets, or other proprietary rights and to ensure compliance with the provisions of the Agreement. CUSTOMER further acknowledges and agrees that CUSTOMER assumes

liability for any such violation by CUSTOMER's personnel as if such violation resulted directly from the action, negligence or misconduct of CUSTOMER.

This license cannot be sublicensed, assigned, or transferred except as expressly provided in this Agreement.

3. LICENSE FEES

Pricing for Intergraph Software Products and/or Third party Software shall be provided in an INTERGRAPH quotation.

4. MAINTENANCE

Maintenance services on Software Products or Third Party Software shall be provided under a separate maintenance agreement.

5. CONSULTING SERVICES

A SOW may be prepared from time to time describing the Deliverables and Services to be delivered by INTERGRAPH. Each SOW shall be defined generally using a phased approach, to be executed on a fixed price or a time and materials basis, and shall utilize INTERGRAPH's methods and procedures developed to ensure the effective and efficient delivery of Deliverables and Services.

Each SOW shall outline the project and purpose, be identified with the agreement reference number as included in the header of each page of this agreement and be numbered with a sequential number. Each accepted SOW shall be co-signed by the Project Managers and the Executive Sponsors and each signed SOW shall be considered appended to this agreement. The SOW shall specify the Deliverables to be offered and the Services to be performed by INTERGRAPH and unless otherwise agreed to by the Parties shall as a minimum include the following:

- | | |
|--------------------------------------|-------------------------------|
| a) Scope of Services | g) Project Manager |
| b) Project Deliverables | h) Term of SOW |
| c) Assumptions | i) Implementation Plan |
| d) Pricing | j) Special Terms & Conditions |
| e) Key Personnel | k) Payment Schedule |
| f) Estimated Travel Expenses, if any | |

INTERGRAPH shall provide the Deliverables and perform the Services described in the SOW and in any subsequent SOW agreed to by the Parties, signed by the Executive Sponsors and Project Managers and attached hereto.

Each SOW shall be governed by the terms and conditions set forth in this Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of the SOW, the terms and conditions of this Agreement shall prevail.

The CUSTOMER and INTERGRAPH can initiate changes to the SOW based on procedures outlined in Section 12.

6. FACILITIES

For Services, CUSTOMER shall, during standard office hours, provide at no charge to INTERGRAPH appropriate work place accommodations, computer equipment, software and necessary access as may be required by INTERGRAPH to carry out its obligations herein. CUSTOMER shall use reasonable efforts to provide access to facilities outside of standard office hours, when given reasonable notice of such a requirement by INTERGRAPH.

7. ACCEPTANCE

For Fixed Price Services, INTERGRAPH will provide an Acceptance Letter with each Deliverable specified as a Deliverable in the SOW. CUSTOMER will have ten (10) business days to accept or reject a Deliverable. If a Deliverable is accepted, CUSTOMER will promptly sign the corresponding Acceptance Letter and return a signed copy to INTERGRAPH. If a Deliverable is rejected, CUSTOMER will withhold signature from the Acceptance Letter and provide a written description of any deficiencies to INTERGRAPH. INTERGRAPH will correct the agreed upon deficiencies and resubmit the Deliverable and Acceptance Letter for CUSTOMER approval and signoff. Should CUSTOMER fail to accept or reject a Deliverable within the ten (10) business day period, or if CUSTOMER elects to place a Deliverable into operation or production, said Deliverable shall be deemed by INTERGRAPH to be accepted and the applicable payment milestone will be due and payable. Delays in the review cycle by CUSTOMER, or delays for additional review iterations, may require an equitable adjustment in the pricing, schedule, and acceleration of any milestone payments. Time and Materials Services acceptance is deemed to have occurred when Service is performed.

8. KEY PERSONNEL

INTERGRAPH will assign experienced and qualified individuals to complete the Deliverables.

INTERGRAPH reserves the right to replace personnel with an individual of like skill sets if for any reason the assigned person can no longer perform the function required.

Where CUSTOMER assigns its employees to perform Services, which may, directly or indirectly, impact the Deliverables to be provided by INTERGRAPH, CUSTOMER shall ensure that such staff has the required awareness, skills, experience and knowledge to perform the Service. If the assigned customer Key Personnel is failing to perform his or her duties to the standards required in order to complete the Deliverable(s) by the estimated completion date, INTERGRAPH's Project Manager will notify CUSTOMER and will mutually agree with CUSTOMER on a revised completion date and/or a replacement of CUSTOMER personnel.

Nothing contained herein shall restrict INTERGRAPH'S right or CUSTOMER'S right to terminate the employment of an employee or sub-contractor for cause or render INTERGRAPH liable for an employees' voluntary termination of his or her employment, or termination of a sub-contractor's services or for any labour strike or lock-out involving employees of INTERGRAPH.

9. PERFORMANCE STANDARDS

In performing the foregoing Services, INTERGRAPH shall perform work of professional quality conforming to generally accepted information processing and consulting practices. INTERGRAPH agrees to comply with CUSTOMER's policies and security procedures while performing Services for CUSTOMER on CUSTOMER's premises, as provided from time to time by CUSTOMER's Project Manager. INTERGRAPH shall assume no responsibility for the violation of any policies and security procedures not communicated to INTERGRAPH through CUSTOMER's Project Manager.

10. CUSTOMIZED SOFTWARE MAINTENANCE

Customer shall be responsible for the maintenance of any deliverables provided. In the event Customer elects to have INTERGRAPH perform such customized software maintenance, maintenance for the portion of the customized software may be provided under a separate service support statement of work. Maintenance for standard INTERGRAPH software products will not be provided under a statement of work but may be available pursuant to a standard Software Maintenance Service Contract.

11. PROJECT MEETINGS AND STATUS REPORTS

CUSTOMER'S and INTERGRAPH'S Project Managers shall conduct periodic project review meetings to review the status of all active SOW's. INTERGRAPH'S Project Manager shall document all major actions and resolutions of each meeting as minutes for review and joint approval with CUSTOMER'S Project Manager and follow-up according to procedures defined in the SOW.

12. CHANGE PROCEDURES

If either Party requests a change to a SOW, the following procedure shall be followed:

- a) CUSTOMER shall advise INTERGRAPH, in writing, of the desired change, specifying the scope of the change to the same degree of specificity as in the referenced SOW.
- b) The receipt and processing of a request for change shall not prevent INTERGRAPH'S progress on the Deliverables and Services until such time that the CUSTOMER has approved the change.
- c) INTERGRAPH shall have up to five working days to assess the impact of the desired change on the completion, and any further areas that, in the opinion of INTERGRAPH, are likely to be affected by the desired changes. INTERGRAPH reserves the right to decline the implementation of the change, if it is INTERGRAPH'S reasonable opinion that such change may compromise its ability to complete the balance of the Deliverables and Services to the required standards.
- d) INTERGRAPH reserves the right to invoice, at the then current rates, the cost of assessing the impact of the desired changes.
- e) INTERGRAPH shall notify the CUSTOMER in writing of estimates on the milestones, the cost of changes, the cost of preparing estimates, and shall await instructions from CUSTOMER on whether or not to proceed. The notice from INTERGRAPH shall constitute an offer by INTERGRAPH to carry out the desired change requested by CUSTOMER for the process stated therein. This offer shall be irrevocable for five (5) working days following receipt thereof by CUSTOMER. CUSTOMER shall respond within five (5) working days of the receipt of such notice, advising INTERGRAPH not to, or to proceed.
- f) If and to the extent CUSTOMER accepts INTERGRAPH'S offer, this Agreement shall be deemed amended to incorporate the requested and approved changes via an amendment to the SOW executed by the Parties. The price stated in this Agreement, plus the cost of preparation of the estimates and approved changes shall be recoverable from CUSTOMER by INTERGRAPH outside any limit of maximum expenditure in the agreement.
- g) No work included in a Change Order shall be executed until the Change Order is signed by both parties.

13. OWNERSHIP OF PRODUCT, INTELLECTUAL PROPERTY

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT

CUSTOMER understands that INTERGRAPH possesses information and data that was developed, created or discovered by INTERGRAPH, or which has become known to, or has been conveyed to INTERGRAPH which has commercial value in INTERGRAPH'S day-to-day business. INTERGRAPH considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs all of which shall hereinafter be singularly or collectively referred to as INTERGRAPH'S Intellectual Property.

CUSTOMER further understands that, if this Agreement requires the development of any Customized Software, CUSTOMER shall maintain the confidentiality of the Customized Software, including any documentation applicable thereto, as it would confidential information/data of its own and shall not disclose same to any third- party without the prior written consent of an authorized INTERGRAPH contracts representative and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or as otherwise required by law or an order of the court.

All software, Customized Software and related Deliverables, third-party-developed software, source code, object code copy, and all of the contents of the files, disk(s), CD-ROM(s) or other media, including any templates, printed materials, and online or electronic Documentation, all copies, and any modified versions, fixes, patches and updates of the software; and without limitation, any modified versions, fixes, patches and/or updates provided along with the software furnished by INTERGRAPH hereunder, if any, shall remain the property of INTERGRAPH, or respective third party, and is subject to the terms of INTERGRAPH's End User License Agreement (hereinafter referred to as the "EULA") and/or relevant third party's Software License Agreement(s). INTERGRAPH grants to CUSTOMER a non-exclusive, non-transferable, perpetual, royalty-free license, to use, copy or modify any such deliverable as is necessary for CUSTOMER's internal use only.

If Customized Software source code is provided to CUSTOMER as a Deliverable, the Customized Software source code is and shall remain the property of INTERGRAPH. INTERGRAPH grants to CUSTOMER a perpetual, non-transferable, non-exclusive license for Customized Software source code delivered hereunder. Customized Software source code shall be restricted to CUSTOMER's internal use and possession, and shall be used only for the purpose of internal maintenance support and training for internal maintenance support. CUSTOMER shall not use the Customized Software source code to develop software applications or enter into any third party arrangement to develop software applications. In no event shall CUSTOMER disclose the Customized Software source code to any third party, or permit any third party to have access, possession, or use of the source code subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or as otherwise required by law or an order of the court.

14. PURCHASE ORDERS

Orders for Software Product(s), Third Party Software licenses, and Services for CUSTOMER shall be submitted to the following address:

Intergraph Canada Ltd.
7070 Mississauga Rd., Suite 250
Mississauga, Ontario, Canada, L5N 7G2

Attention: Maria Wright

Fax: (905)812-9754

Each Purchase Order placed by CUSTOMER shall contain the following minimum information: (i) a reference to and incorporation of this Agreement Number as the terms and conditions applicable to the order; (ii) reference to the quote or SOW number detailing the products and /or services being purchased; (iii) complete billing information, including contact name, address, phone/fax numbers, and email address if available; (iv) identification of each Software Product or Third Party Software product ordered by part number, quantity and net price and purchased maintenance; (v) shipping instructions and destination, including contact name, address, phone/fax number and email address if available, and (vii) requested delivery date for each Software Product and/or Third Party Software.

In the event of conflict between the terms and conditions of a Purchase Order and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control and prevail.

15. GENERAL TERMS OF PAYMENT THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT

- a) All prices are in Canadian funds, exclusive of all applicable taxes. CUSTOMER agrees to pay INTERGRAPH any applicable taxes or provide INTERGRAPH with documentary evidence of an appropriate exemption. INTERGRAPH payment terms are net thirty (30) days from date of invoice.

- b) Purchased Software: Purchased Software will be invoiced upon shipment.
- c) Services: Time and Materials Services will be invoiced on a monthly basis. Firm Fixed Price Services will be invoiced in accordance with the billing milestones shown in the SOW. INTERGRAPH payment terms are net thirty (30) days from date of invoice.
- d) Travel Expenses (Services): Travel expenses previously approved by the Customer will be invoiced on a monthly basis, and will include a ten percent (10%) administrative fee, except where such expenses are otherwise included in the quote.
- e) Unless otherwise included in the quote CUSTOMER shall reimburse INTERGRAPH for reasonable out of pocket expenses incurred in performing the duties or obligations of INTERGRAPH herein, provided that:
 - (i) Policies and guidelines, included with and forming part of the SOW and updated from time to time in respect of such expenses, have been complied with;
 - (ii) The CUSTOMER's Executive Sponsor approves a budget for such expenses for each SOW and the expenses being claimed do not exceed such budget;
 - (iii) Expenses will be charged at INTERGRAPH's cost plus a ten (10%) percent administrative fee.
- f) No payments may be withheld by CUSTOMER for any reason nor may any counterclaim by CUSTOMER be set off against any payment due hereunder, without the prior written consent of INTERGRAPH.
- g) INTERGRAPH will submit electronic invoices to CUSTOMER at the email address as specified on the Purchase Order or as otherwise directed by CUSTOMER.
- h) The payment must reference the invoice number.
- i) An interest charge of two (2%) percent per month, or the maximum rate permitted by law, whichever is less, pro-rated on the basis of a thirty (30) day month, will be assessed on overdue payments.
- j) Remittance Address for payments to INTERGRAPH:

Intergraph Canada Ltd.
2912 Memorial Drive SE
Calgary, Alberta T2A 7R9
Attention: Accounts Receivable
Phone: 403.569.5500
Fax: 403.569.5801

16. DELIVERY

Unless otherwise requested by CUSTOMER, INTERGRAPH shall ship ordered Software Products and Third Party Software products or send via Electronic Transmission as soon as is practical after a Purchase Order referencing this Agreement is received. However, INTERGRAPH reserves the right to reject the order if INTERGRAPH is unable to obtain authorization from the U.S. Government to export or if CUSTOMER does not comply with payment and terms set forth herein. INTERGRAPH shall endeavor to meet CUSTOMER's requested delivery date.

17. ASSIGNMENT

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Neither Party shall assign this Agreement or sub-contract to any person any right, duty or obligation herein without the prior written consent of the other Party and any attempt so to assign or sub-

contract without such consent shall be null and void and of no effect, except that INTERGRAPH may assign its rights and obligations under this agreement without the approval of CUSTOMER to an entity which acquires all or substantially all of the assets of INTERGRAPH, Intergraph Corporation or its division, Security, Government & Infrastructure, or to any subsidiary, affiliate or successor in a merger or acquisition of INTERGRAPH, Intergraph Corporation or its division, Security, Government & Infrastructure. In the event that INTERGRAPH intends to assign this agreement, it shall notify CUSTOMER forthwith. Where consent is so required and obtained, any assignment or sub-contract shall be made subject to the terms of this Agreement and each Party shall require the assignee or sub-contractor to acknowledge such terms in writing at the time the assignment or sub-contract agreement is executed. It is further agreed that written consent shall not be unreasonably withheld by either Party.

18. CONFIDENTIALITY

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

The Parties acknowledge that they (including their employees) may receive each other's confidential information ("Confidential Information") and that they shall use the same only in the furtherance of the purposes contemplated by this Agreement, and not for any other purpose. Any disclosure of Confidential Information shall be at the sole discretion of the disclosing Party. The Parties also agree that they shall not disclose the other Party's Confidential Information to any other party, including any subcontractor of INTERGRAPH, without the other Party's prior written authorization, which may be arbitrarily withheld and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or as otherwise required by law or an order of the court, and any such disclosure shall be subject to the third party's first having agreed in writing to non-disclosure and restricted use provisions at least as restrictive as set out in this Article 18. The confidentiality obligations stated herein shall not apply to Confidential Information:

- a) which is publicly available without breach of this Agreement;
- b) which the receiving Party can demonstrate it developed independently;
- c) which the receiving Party already possessed without obligation of confidentiality; and
- d) which the receiving Party is obliged by law to disclose, provided that if the receiving Party is compelled by law to disclose any Confidential Information, whether by operation of law, or by order of any court or regulatory authority, it shall provide the disclosing Party with prompt written notice so that the disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. The receiving Party shall delay any such disclosure as long as reasonably possible (without incurring any liability for failing to make such disclosure) to permit the disclosing Party to seek an appropriate remedy. If a protective order or other remedy is not obtained or the disclosing Party waives compliance with the provisions of this Agreement, the receiving Party shall only furnish that Confidential Information that receiving Party's counsel advises by written opinion is legally required to be disclosed and shall exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the information that is disclosed. This subsection is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or as otherwise required by law or an order of the court.

Confidential information includes all trade secrets, commercial, financial, scientific or technical information in any form or medium that is designated as such by the disclosing Party, that the disclosing Party may own or possess which relates to its business or affairs in respect hereof or the business or affairs of its respective sub-contractors, and which derives actual or potential value from not being generally known by others who could obtain value from its use or disclosure. Some examples of Confidential Information include software, its architecture, design or coding, research and development information, purchasing costs, prices and discounts, financial information, reports, business plans and projects, data, compilations, methods, techniques, processes, know-how, plans, manuals, documents, records, specifications, samples, studies, findings, inventions, customer lists and customer data. Upon expiration or any termination of this Agreement and completion of the Parties

obligations under this Agreement, each Party shall return or destroy, as the other Party may direct, all material in any medium that contains, refers to, or relates to the other Party's Confidential Information, and retain no copies. The recipient of any Confidential Information hereunder shall protect the confidentiality of the information for a period of five (5) years following the termination or expiration of this Agreement.

INTERGRAPH and CUSTOMER shall take reasonable steps to ensure that their employees comply with these confidentiality provisions.

In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the furnishing Party, the receiving Party shall notify the furnishing Party promptly upon becoming aware thereof.

In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the furnishing Party, the receiving Party shall promptly, at its own expense: (i) notify the furnishing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the furnishing Party to minimize the violation; and (iii) cooperate in all reasonable respects with the furnishing Party to minimize the violation and any damage resulting therefrom.

19. RELEASE OF INFORMATION

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Neither Party shall make any reference to the other Party, the Agreement or the activities carried out thereunder in any advertising, sales promotion or publicity matter emanating from such Party or any of its Affiliated Companies without, in each case, the prior written consent of the other Party (which consent shall not be unreasonably withheld).

20. PATENT, TRADEMARK, AND COPYRIGHT INFRINGEMENT

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT

In the event of any proceeding (suit, claim, or action) against CUSTOMER arising from allegations that the licensed Software Products, Third Party Software, Documentation, and Third Party Software documentation, or part thereof, furnished by INTERGRAPH under this Agreement (hereinafter "Product") infringes a Canadian or U.S. patent, copyright, or trademark of any third party, INTERGRAPH will, if such infringement does not result solely from modifications, enhancements, or additions to the Product made by CUSTOMER, or any person or entity, acting under the direction or control of the CUSTOMER, or CUSTOMER's use of any Product in combination with other products not furnished by INTERGRAPH, and provided CUSTOMER or its Affiliates promptly notifies INTERGRAPH in writing of said proceedings, defend CUSTOMER's right, or interest in the Product, and said infringement claim at INTERGRAPH's expense and INTERGRAPH shall pay any judgment or settlement against the resulting from said proceeding. INTERGRAPH shall make such defense by counsel of its own choosing and CUSTOMER, its Affiliates, Approved Contractors, shall reasonably cooperate with said counsel. INTERGRAPH shall have sole control of said defense and settlement of any such claim.

In the event any such infringement is found by a court of competent jurisdiction to be caused by modifications, enhancements or additions to the Product made by the CUSTOMER, its Affiliates, its Approved Contractors or any person or entity, acting under the direction or control of the CUSTOMER, its Affiliates, its Approved Contractors or CUSTOMER's, its Affiliates', its Approved Contractors' use of the Product in combination with other products not furnished by INTERGRAPH, CUSTOMER agrees to reimburse INTERGRAPH any reasonable defense expenses inclusive of reasonable attorneys fees which may have been expended by INTERGRAPH in defense of said claim, as well as to pay any judgment rendered against INTERGRAPH as a result of said proceedings.

In the event any Product furnished hereunder is, in INTERGRAPH's opinion, likely to become the subject of a claim of infringement, or does become the subject of a claim of infringement, of any duly

issued Canadian or U.S. patent, copyright or trademark of a third party, INTERGRAPH at its option and expense may, either procure for CUSTOMER and its Affiliates the right to continue using the Product, or modify the Product to make it non-infringing but functionally the same, or replace the Product with a non-infringing equivalent.

THE ABOVE PROVISIONS ARE IN LIEU OF ALL OTHER PROVISIONS RELATED TO PATENT AND COPYRIGHT INFRINGEMENT, EXPRESSED OR IMPLIED. THEY, ALONG WITH THE REMEDIES STATED ABOVE REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF INTERGRAPH AND THE CUSTOMER, TO PATENT, COPYRIGHT, AND TRADEMARK INFRINGEMENT. CERTAIN LIMITATIONS SET FORTH IN THIS DISCLAIMER MAY NOT APPLY IN SOME JURISDICTIONS.

21. WARRANTY

- A) INTERGRAPH warrants and represents that it has the right to grant this license.
- B) Performance Warranty. Should INTERGRAPH provide any customized software as a deliverable under this Agreement, except for any reference data or solutionware that may be included in the customized software, INTERGRAPH provides a thirty (30) calendar day warranty period for said customized software commencing upon successful completion of acceptance test (if applicable) or commencing upon the date that any portion of the customized software is put into production by CUSTOMER, whichever is earlier. However, when no acceptance test is specified and customized software is not yet in production, in no event will warranty extend beyond thirty (30) calendar days from delivery. Any reference data or solutionware contained in or included with the customized software is provided "as is" without any warranty whatsoever. INTERGRAPH warrants that, under normal use, the customized software delivery media will be free from defects in materials and workmanship, and that the customized software will substantially conform to the requirements as stated in the functional requirements/functional design specification ("frs/fds") as determined in the applicable SOW.

Under no circumstances does INTERGRAPH warrant that customized software will operate uninterrupted or error free. During the warranty period, except for any reference data that may be contained in the customized software, INTERGRAPH will address all agreed upon software anomalies incurred after delivery or site acceptance test, if applicable, which do not adhere to the frs/fds. Any modifications or enhancements outside the frs/fds will be considered under a new SOW.

INTERGRAPH's entire liability and CUSTOMER's exclusive remedy shall be, in INTERGRAPH's sole and absolute discretion, either (i) the repair or replacement of any warranted item that does not meet the respective warranties given above, or (ii) a refund of the purchase price of the warranted item.

- C) Software Product Delivery Media. INTERGRAPH warrants for a period of thirty (30) calendar days from the date of shipment, or date of installation by INTERGRAPH, that, under normal use, Software Product Delivery Media will be free of defects in material and workmanship.
- D) INTERGRAPH does not warrant that the software product will meet CUSTOMER'S requirements, and under no circumstances does INTERGRAPH warrant that the software product will operate uninterrupted or error free.
- E) If under the law ruled applicable to this Agreement a greater warranty is mandated, then INTERGRAPH warrants the Software Product, including customized software, to the minimum extent required by said law.

The foregoing warranties are void if failure of a warranted item results directly or indirectly from an unauthorized modification to a warranted item; an unauthorized attempt to repair a warranted item; or misuse of a warranted item, including without limitation use of a warranted item under abnormal operating conditions or without routinely maintaining a warranted item. CUSTOMER agrees to promptly notify INTERGRAPH of any suspected defects in the Software Product Delivery Media or

program.

THE FOREGOING WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF INTERGRAPH.

INTERGRAPH'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE, IN INTERGRAPH'S SOLE AND ABSOLUTE DISCRETION, EITHER (I) THE REPAIR OR REPLACEMENT OF ANY WARRANTED ITEM THAT DOES NOT MEET THE RESPECTIVE WARRANTIES GIVEN ABOVE, OR (II) A REFUND OF THE PURCHASE PRICE OF THE WARRANTED ITEM.

This warranty is not assignable. Any attempt to assign the rights hereunder shall void this warranty.

22. DISCLAIMER OF WARRANTIES

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

EXCEPT AS PROVIDED HEREIN, INTERGRAPH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE PRODUCT AND/OR THIRD PARTY SOFTWARE, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, THEN INTERGRAPH DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

23. LIMITATION OF LIABILITY

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT

In no event will Intergraph, or its subcontractors or suppliers, be liable for any indirect or consequential damages including, but not limited to, loss of profit or revenue, loss of use of the System or any other equipment, cost of capital, cost of substitute goods, facilities, services or replacement communications, loss of business information, or any other claims that are not the direct, immediate, and inevitable consequence of Intergraph's negligence or breach of its obligations under this Agreement. The total liability of Intergraph, including any liability of its insurers, sub-contractors or suppliers, for loss, damage, personal injury, death, price refunds, contractual claims, indemnity or other matters will not exceed two times the value of the total work performed. Any action for any claim of any kind for any loss or damages arising out of this Agreement or in any way connected to the Work, will be commenced within two years after the cause of action accrued or it will be deemed waived. The provisions of this Section will apply notwithstanding any other provisions of this Agreement or any other agreement and will survive the expiration or termination of this Agreement. They will apply to all claims, whether purported to be in contract, warranty, tort (including negligence), infringement, strict liability or some other doctrine of law.

If "CUSTOMER" transfers title to, or leases the Work or the System or permits their use by third parties, "CUSTOMER" will first obtain from such third parties a provision affording Intergraph and its subcontractors and suppliers the protection of these limitations of liability.

24. GOVERNING LAW AND JURISDICTION

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

This agreement is to be governed by and in accordance with the laws of the Province of Ontario and the Parties agree to attorn to the jurisdiction of the courts of that Province.

25. EXPORT CONTROL

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

The Software Product (which for this section also includes information and services pertaining thereto) is subject to export controls under the law of the country where CUSTOMER acquired or is using it, and also under the law of the United States of America. Unless an export license or authorization has been obtained by CUSTOMER from the United States Bureau of Industry and Security and/or Office of Foreign Assets and Control, as applicable, the Product is prohibited from export/re-export to the following:

- a. Any company or nationals of a country or to the country itself that is subject to U.S. export restrictions (currently including, but not necessarily limited to: Cuba, Iran, North Korea, Sudan and Syria).
- b. Export or re-export to a user where it is known or there is reason to know that an illegal reshipment of the Software Product to a country listed in subparagraph 25. a) above will take place.
- c. Entities listed on any U.S. Government Denied Party/Person List, including the U.S. Department of Commerce Denied Persons, Entities and Unverified Lists (<www.bis.doc.gov>), the Office of Foreign Assets Control's Specially Designated Nationals List (<<http://www.treas.gov/offices/enforcement/ofac/sdn/index.shtml>>), and the Office of Defense Trade Controls Debarred List (<<http://www.pmdtc.state.gov/debar059intro.htm>>).
- d. Any company known to be involved in, or where there is reason to know that the company is involved, in the design, development, manufacture or production of nuclear technology, or missile, biological or chemical weapons.

CUSTOMER should address any questions regarding export/re-export of the relevant Software Product to the Global Manager of Intergraph Corporation's Export Licensing Department at Intergraph Corporation's Corporate Headquarters, Huntsville, Alabama 35894-00001, USA.

CUSTOMER shall hold harmless and indemnify INTERGRAPH for any costs and or damages resulting to INTERGRAPH from a breach of this Article by CUSTOMER.

CUSTOMER shall hold harmless and indemnify INTERGRAPH for any costs and or damages resulting to INTERGRAPH from a breach of this Article by CUSTOMER, its Affiliates, and Approved Contractors.

26. TERM AND RENEWAL

This Agreement shall remain in effect for a period of three (3) years from the Effective Date unless otherwise extended by written mutual agreement of the Parties or terminated earlier as provided in Section 27. If this Agreement is terminated while any SOW's are in progress, then this Agreement shall continue until all such SOW's are completed as mutually agreed to by the Parties.

27. TERMINATION

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

A. Termination for Cause

In the event that either Party or its Affiliate:

1. commits a material breach of this Agreement which is capable of being cured and is not cured within thirty (30) days after notice of breach by the other Party;
2. commits a material breach of this Agreement which is not capable of being cured within thirty (30) days and fails to (i) proceed promptly and diligently to correct the breach, (ii) develop within thirty (30) days following written notice of breach a complete plan for curing the breach, and (iii) cure the breach within sixty (60) days of notice thereof;
3. commits a material breach of this Agreement that is not subject to cure with due diligence within sixty (60) days of written notice thereof; or;
4. commits numerous breaches of its duties or obligations that collectively constitute a material breach of this Agreement;

then the non-breaching Party may, by giving written notice to the other Party, terminate this Agreement as of a date specified in the notice of termination.

B. Termination for Convenience

Either Party may terminate this Agreement for convenience and without cause at any time by giving the other Party at least ninety (90) days prior written notice designating the termination date.

In the event this Agreement is terminated for convenience by either Party, perpetual licenses granted pursuant to this Agreement shall continue in perpetuity subject to the terms of this Agreement unless terminated in accordance with the provisions detailed herein.

Upon the termination of this Agreement for any cause, such termination shall not release either Party from its obligation to pay amounts due under this Agreement which accrued prior to such termination.

All Software licenses terminated hereunder will be destroyed or returned to INTERGRAPH within ten (10) days after termination notice. Upon request, CUSTOMER will certify to such destruction in writing.

28. INDEPENDENT CONTRACTOR

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

CUSTOMER and INTERGRAPH are independent contractors. This Agreement shall not create any relationship between CUSTOMER and INTERGRAPH as joint venturers, partners, associates, or principal and agent. CUSTOMER is not granted any right of authority, and shall not create any obligation or responsibility for or on behalf of INTERGRAPH. CUSTOMER shall not have the authority to bind INTERGRAPH.

29. NOTICES

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Any notices required or permitted to be sent under this agreement shall be sent via facsimile, registered mail or courier. Notices are deemed to be effective the next business day following receipt. The agreement number shown at the top of each page of this agreement shall be referred to on all correspondence. Any notices required to be sent shall be sent to:

Intergraph Canada Ltd.
2912 Memorial Drive S.E.
Calgary, Alberta T2A 7R9

The Corporation of the City of London
400 Horton Street
London, Ontario
N6B 1L7

Attention: SG&I Contracts Administrator

Attention: Fire Chief

Fax: 403-569-5801

Fax: 519-661-6507

30. WAIVER

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

No failure on the part of either Party to exercise any right, power or privilege under this Agreement, or under any instrument executed pursuant hereto, shall operate as a waiver. No single or partial exercise of any right, power or privilege shall preclude any other, or further exercise of any other right, power or privilege. All rights and remedies granted herein shall be in addition to other rights and remedies to which the Parties may be entitled at law or in equity. No waiver of any of the provisions hereof shall be effective unless in writing and signed by the party charged with such waiver. No waiver shall be deemed a continuing waiver, or a waiver in respect of any breach or default whether similar or different in nature unless expressly so stated in writing.

31. FORCE MAJEURE

The Parties shall not be liable to each other for any loss, damage or other claim whatsoever arising out of a delay, failure or inability to perform any obligation(s) contained in this Agreement for any cause which is beyond the Party's reasonable control. Without fault or negligence, such causes may include, but are not limited to, any act of God, fire, flood, lightning, earthquake, tornado, labour disputes, war, revolution, riot, sabotage, act of the public enemy, explosion, embargo, confiscation, act or failure to act of any government, agency, board or commission. Lack of finances shall in no event be deemed to be a cause beyond a Party's control.

In the event that performance of this Agreement, in the reasonable opinion of either Party, is made impossible by force majeure, then such Party shall so notify the other in writing and INTERGRAPH shall:

- a) terminate the Agreement; or
- b) complete the performance of the Services with such adjustments as are required by the existence of the force majeure and are agreed upon by both Parties; or
- c) suspend all Services to be provided pursuant to this Agreement for the duration of an emergency work stoppage resulting from, for example, a labour dispute. Upon resolution of such an emergency work stoppage both Parties shall advise in writing that work can be resumed and INTERGRAPH shall use commercially reasonable efforts to restaff the project. Any adjustments to be made to the work schedules due to the suspension of Services shall be agreed upon by both Parties.

32. NON-SOLICITATION

Except with prior written consent of the other Party, during the term of this agreement and for a period of one (1) year after the expiration or termination thereof, neither Party will solicit, offer or have any discussions with any employee, consultant, sub-contractor or agent of the other Party concerning employment or engagement for any work, services, project or business other than the business hereunder, and neither Party will induce or attempt to influence any such personnel to

terminate his or her employment or engagement with the other Party. In the event a Party violates the foregoing non-solicitation provision, that Party shall be liable to pay the other Party an amount as liquidated damages equal to the compensation earned by the personnel so solicited or induced in the six (6) month period immediately prior to leaving his or her employment or engagement with current Party. The Parties agree that this amount represents a genuine pre-estimate of the loss of such personnel to either Party, and does not constitute a penalty.

33. HEADINGS

The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any Paragraph or provision hereof. References in this Agreement to any Paragraph are to the applicable Paragraph of this Agreement.

34. SEVERABILITY

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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.

35. SURVIVABILITY

The provisions of this Agreement which by their nature are intended to survive termination or expiration of this Agreement, (including without limitation provisions with respect to warranties, liability and indemnification, granting of licenses, and confidentiality) will remain in effect and be enforceable following such expiration or termination.

36. LANGUAGE

The Parties expressly request that this agreement as well as documents relating thereto be drawn up in English. Les Parties ont expressement exigé que cette convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.

37. DISPUTE RESOLUTION PROCEDURE

Prior to submitting any disputes and controversies arising out of, or in any manner relating to, this agreement for legal action, the parties shall use the following dispute resolution procedure:

- a) Any disputes and controversies shall be submitted to the designated Project Managers. If the designated Project Managers cannot resolve a dispute in within ten (10) calendar days such dispute shall be documented in writing and identical copies shall be submitted for resolution to the designated Executive Sponsors.
- b) If the Executive Sponsors do not or cannot resolve the dispute within thirty (30) calendar days after submission to the Executive Sponsors, either of the Parties may file an appropriate civil action in the jurisdiction specified herein. The Parties shall not be prohibited in filing a civil action hereunder as necessary to avoid the expiration of an applicable statute of limitation.

38. EXECUTIVE SPONSORS

The designated Executive Sponsors are:

For INTERGRAPH:

Director of Sales for Intergraph Canada

For CUSTOMER:

Fire Chief

Security Government & Infrastructure
Tel: 905-740-3441

Tel: 519-661-2500 x4750

39. TAXES AND DUTIES

The fees payable under this Agreement shall not be construed to include any Provincial, Federal Sales, HST or GST, or similar taxes or duties properly charged to CUSTOMER, and any such taxes or duties shall be assumed and paid for by CUSTOMER.

40. INSURANCE AND INDEMNIFICATION

40.1 Insurance

Intergraph shall at its own expense obtain and maintain until the termination of the contract, and provide the "CUSTOMER" with evidence of:

- a. Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the "CUSTOMER" as an additional insured with respect to the successful bidders negligent operations, acts and omissions relating to its obligations under this Agreement, such insurance policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b. Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c. Technical errors and omissions insurance for an amount not less than two million (\$2,000,000) dollars covering work performed on behalf of the "CUSTOMER" and including the "CUSTOMER" as an additional insured with respect to acts or omissions of Intergraph, its employees agents or other representatives.

The insurance policies coverage shown above will not be cancelled or permitted to lapse unless the insurer notifies the "CUSTOMER" in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The "CUSTOMER" reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the "CUSTOMER" may reasonably require.

d) Intergraph shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

40.2 Indemnification

Intergraph will indemnify "CUSTOMER" for, and hold it harmless from and against, third party claims, demands and causes of action for damages (including reasonable legal fees) for bodily injuries, including death resulting there from or damage to tangible property directly resulting from the willful misconduct or negligent acts or omissions of Intergraph, Intergraph officers, agents, employees, or subcontractors. Purchaser will notify Intergraph as soon as practical of any third party claim, demand or cause of action for which "CUSTOMER" will request indemnification from Intergraph "CUSTOMER" will provide Intergraph with the necessary information and assistance to defend such claim, demand or cause of action.

41. Intellectual Property Indemnity. Intergraph shall indemnify and save harmless the CUSTOMER, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) arising from infringement, actual or alleged, by the Services, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in

the nature of intellectual industrial property exists.

42. LIENS

The Parties shall not suffer or permit any builders liens or other liens for work, labour, services or materials ordered by a Party or for which a Party may in any way be obligated to attach to any property (including software) of the other Party. If any such lien shall attach or claim therefore be filed, the named Party shall within ten (10) business days of receiving notice thereof procure the discharge thereof by payment or by giving security in such manner as may be permitted or required by law, and shall indemnify and save the other Party from and against any loss, damage, expense, cost or claim in respect thereof.

43. EXECUTION IN COUNTERPARTS: DELIVERY OF SIGNATURE PAGES


This Agreement may be executed and delivered in one or more counterparts with the same effect as if both Parties had signed and delivered the same copy, and when each Party has executed and delivered a counterpart, all counterparts together constitute one Agreement. Delivery of a copy of this Agreement by facsimile or email containing PDF copy is good and sufficient delivery.

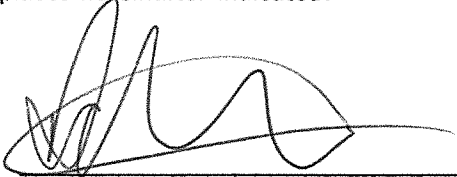
44. ENTIRE AGREEMENT

It is understood and agreed that this Agreement, contains the entire and only understanding between the parties relating to the subject matter hereof and that any representation, promise, or condition not contained herein shall not be binding on either party. This Agreement may not be altered, amended, or modified unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF the Parties have caused this agreement to be validly executed by duly appointed officers in duplicate original on the dates and in the places hereinafter indicated:

INTERGRAPH CANADA LTD.

Per: 
Printed: PETER THOMSON
Title: CONTROLLER
Date: 24 11 12

Per: 
Printed: DARIN WILLIAMS
Title: NATIONAL SALES DIRECTOR
Date: JAN 25/2012

The Corporation of the City of London

Per: _____
Printed: _____
Title: _____
Date: _____

Per: _____
Printed: _____
Title: _____
Date: _____

Exhibit 1

END-USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This End-User License Agreement for Intergraph Corporation (“EULA”) is a legal agreement by and between “you” (either an individual or a single legal entity) and Intergraph Corporation d/b/a the Security, Government and Infrastructure division of Intergraph (“Intergraph”) for the Intergraph software product(s) (“SOFTWARE PRODUCT”) delivered with this EULA, which includes the computer software, object code copy, and all of the contents of the files, disk(s), CD-ROM(s) or other media with which this EULA is provided, including any templates, printed materials, and online or electronic documentation, all copies, and any modified versions, fixes, patches and Updates of the SOFTWARE PRODUCT, if any, licensed to you by Intergraph. Any software, including, without limitation, any modified versions, fixes, patches and/or Updates provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA, which shall take precedence over any other document and shall govern your use of the SOFTWARE PRODUCT, unless you have a signed license agreement with Intergraph that specifically addresses the licensing of the SOFTWARE PRODUCT, in which case the signed license agreement shall take precedence and shall govern your use of the SOFTWARE PRODUCT. You agree that this EULA is enforceable against you the same as any written, negotiated contract signed by you. If you do not agree to the terms of this EULA, you are not authorized to, and you shall not, download, install or use the SOFTWARE PRODUCT.

1.0 DEFINITIONS. As used in this EULA, the following terms are defined as follows and other capitalized terms set forth in this EULA shall have the meaning ascribed to them in this EULA:

1.1 “Primary License” means the license(s) of the SOFTWARE PRODUCT provided to you for general production use as authorized by this EULA.

1.2 “READ-ME file” means a computer text file that contains information a User may need to install or operate a SOFTWARE PRODUCT program.

1.3 “Supplementary License” means a license(s) of the SOFTWARE PRODUCT which is made available by Intergraph for select SOFTWARE PRODUCTS to augment Primary Licenses for special purposes. Each Supplementary License requires a Primary License and the term of the Supplementary License shall not exceed the term of the applicable Primary License.

1.4 “System” means any collection of your computers sharing a single licensing server or a set of redundant licensing services.

1.5 “Update” means any Upgrade, modified version, fix, patch and/or update of the SOFTWARE PRODUCT.

1.6 “Upgrade” means each new release of the SOFTWARE PRODUCT. Upgrades require a full installation and may be provided with a separate EULA. The EULA delivered with the Upgrade will supersede any EULA associated with prior releases of the SOFTWARE PRODUCT.

1.7 “User” means you or any individual authorized by you to use the SOFTWARE PRODUCT pursuant to the terms and conditions of this EULA. A User may also include your contractor who requires temporary use of the SOFTWARE PRODUCT to provide services on your behalf.

1.8 “XML Files” means the XML (Extensible Markup Language) files generated by the SOFTWARE PRODUCT, where applicable.

1.9 “XSL Stylesheets” means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the SOFTWARE PRODUCT, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

2.0 LICENSE GRANT. Provided you are not in breach of any term or condition of this EULA, Intergraph hereby grants you a limited, non-exclusive license to install and use the SOFTWARE PRODUCT, in object code form only, strictly for your

internal use and strictly in accordance with this EULA. The license is non-transferable, except as specifically set forth in this EULA. You assume full responsibility for the selection of the SOFTWARE PRODUCT to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE PRODUCT.

2.1 Minimum Requirements. The SOFTWARE PRODUCT may require your System to comply with specific minimum software, hardware and/or Internet connection requirements. The specific minimum software, hardware and/or Internet connection requirements vary by SOFTWARE PRODUCT and per type of license and are available from Intergraph upon request.

2.2 License Type and Mode. SOFTWARE PRODUCTS are licensed as either Primary Licenses or Supplementary Licenses. There are six (6) types of Supplementary Licenses as described below. Depending on your license, a license may be used in either Concurrent-Use mode or Node-Locked mode. The license type and mode for the SOFTWARE PRODUCT you subscribed to or obtained will be designated (per the abbreviations set forth below) in the product description set forth on the proposal, quote or packaging provided with the SOFTWARE PRODUCT, and, if an electronic license manager tool is incorporated in the SOFTWARE PRODUCT, verified by the Intergraph license system. If not otherwise indicated, your license type and mode will be a Node-Locked Primary License. Each license of the SOFTWARE PRODUCT is subject to the terms of this EULA.

2.2.1 Concurrent-Use mode (CC) allows for the checking in and checking out of the total available licenses of the SOFTWARE PRODUCT for Users. At any point, you may run as many copies of the SOFTWARE PRODUCT as you have licenses. If the SOFTWARE PRODUCT is enabled to be run in a disconnected mode, as set forth in the READ-ME file, a User may check out a license from the System for mobile or home use, thus reducing the total number of licenses available in the license pool until the license is checked back in to the System. If the SOFTWARE PRODUCT is not enabled to be run in a disconnected mode, the mobile or home computer will require a Node-Locked License. If the anticipated number of Users of the SOFTWARE PRODUCT will exceed the number of applicable licenses, and in the absence of a license manager tool incorporated in the SOFTWARE PRODUCT, you must use a reasonable mechanism or process to assure that the number of persons using the SOFTWARE PRODUCT concurrently does not exceed the number of licenses.

2.2.2 Node-Locked mode (NL) allows a single copy of the SOFTWARE PRODUCT to be stored on hard disk and loaded for execution on a single designated workstation, or, for software designed for use on a handheld device, for execution on a single designated handheld device.

2.2.3 Supplementary Licenses are described below:

- (a) **Backup License (BCK)** is licensed solely for “cold standby” when manual switchover of the SOFTWARE PRODUCT to the Supplementary License is required in the event of failure of the Primary License.
- (b) **Developer’s License (DEV)** is a license of a Web-based SOFTWARE PRODUCT that is delivered solely in connection with the Primary License of such SOFTWARE PRODUCT for the purposes of developing and testing your website built only with the SOFTWARE PRODUCT. Developer’s Licenses shall not be used for production purposes (i.e. a fully deployed website).
- (c) **Load Balancing License (LOB)** is a license of a Web-based SOFTWARE PRODUCT solely for use as a second or successive license on a web cluster to balance the load with the Primary License.
- (d) **Redundant License (RDT)** is licensed solely for “hot standby” when automatic switchover of the SOFTWARE PRODUCT to the Supplementary License is required in the event of failure of the Primary License.
- (e) **Test License (TST)** is licensed solely for testing purposes. However, Intergraph also allows a Test License to be used to conduct no-cost training on test servers for a maximum of thirty (30) days per year.
- (f) **Training License (TRN)** is licensed solely for training purposes.

2.3 Updates. If the SOFTWARE PRODUCT is an Update to a previous version of the SOFTWARE PRODUCT, you must possess a valid license to such previous version in order to use the Update. The SOFTWARE PRODUCT and any previous version may not be used by or transferred to a third party. All Updates are provided to you on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the latest version of the SOFTWARE PRODUCT. By using an Update, you (i) agree to voluntarily terminate your right to use any previous version of the SOFTWARE PRODUCT, except to the extent that the previous version is required to transition to the Update; and (ii) acknowledge and agree that any obligation that Intergraph may have to support the previous version(s) of the SOFTWARE PRODUCT will end upon availability of the Update. If an Update is provided, you will take prompt action to install such Update as directed by Intergraph. If you fail to do so, you acknowledge that the SOFTWARE PRODUCT may not work correctly or that

you will not be able to take advantage of all of the SOFTWARE PRODUCT's available features. In such event, Intergraph will not be liable for additional costs you incur as a result of your failure to install such Update.

3.0 RIGHTS AND LIMITATIONS. Please see specific exceptions and additional terms related to GeoMedia Viewer Software, Beta Software, Evaluation Software, and Educational Software set forth at the end of this EULA.

3.1 THE FOLLOWING ARE PERMITTED FOR YOUR LICENSE:

3.1.1 You may make one copy of the SOFTWARE PRODUCT media in machine readable or printed form and solely for backup purposes. Intergraph retains ownership of all User created copies. You may not transfer the rights to a backup copy unless you transfer all rights in the SOFTWARE PRODUCT and license as provided for in Section 3.1.2.

3.1.2 You may transfer the SOFTWARE PRODUCT and license within your company (intra-company transfer), subject to the Intergraph Security, Government & Infrastructure Software Transfer Policy ("SG&I Software Transfer Policy") and the terms of this EULA. The SG&I Software Transfer Policy is available from Intergraph upon request. If you transfer the SOFTWARE PRODUCT, you must at the same time either transfer all copies, modifications, or merged portions, in whatever form, to the same party, or you must destroy those not transferred.

3.1.3 For a SOFTWARE PRODUCT intended for use on Web-based systems:

- (a) You may run multiple Web applications with a single license.
- (b) You may distribute client side web page plug-ins (e.g. ActiveX controls, Java applets) to Users.
- (c) You may load this SOFTWARE PRODUCT on multiple machines within a hardware cluster that is acting as a single web server, provided you have obtained the applicable number of Load Balancing Licenses from Intergraph and the total number of map servers deployed do not exceed the quantity licensed.
- (d) You may only use the Developer's License for development and testing of your website.
- (e) Unless otherwise stated in the READ-ME file, you may only copy and distribute the Java script source files to support the SOFTWARE PRODUCT's output vector map type and your associated websites, and you may prepare derivative works solely for your internal use.

3.1.4 Unless otherwise stated in the READ-ME file, for SOFTWARE PRODUCTS which contain XSL Stylesheets for presenting XML Files, you may only use the XSL Stylesheets and derivative works thereof for the purpose of presenting XML Files and derivative works thereof (collectively, "XML Products") for your enterprise. You may not distribute the XSL Stylesheets or XML Products on a stand-alone basis. XSL Stylesheets may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material, or any material that infringes upon any third party intellectual property rights, or otherwise in any illegal manner. All XSL Stylesheets supplied with the SOFTWARE PRODUCT are and will remain the property of Intergraph.

3.1.5 Unless otherwise stated in the READ-ME file, for SOFTWARE PRODUCTS that are delivered with a public Application Programming Interface ("API") and/or configuration set-up, you may use the API and/or configuration set-up to customize and/or configure the SOFTWARE PRODUCT, but only to the extent permitted by the API and/or configuration set-up. You hereby agree to assign to Intergraph (without the need for any additional approval or documentation) any and all rights (if any) you have or obtain in any such customization and/or configuration. Intergraph does not make any representations or warranties with respect to such customization and/or configuration and to the maximum extent permitted by applicable law, Intergraph and its suppliers disclaim all warranties, either express or implied, relating to such customization and/or configuration, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use and non-infringement. Your use of such customization and/or configuration is solely at your own risk, and you hereby agree to indemnify and hold harmless Intergraph and its suppliers with respect to such customization and/or configuration. You shall not sell, rent, license, lease, lend or otherwise transfer any such customization and/or configuration, except pursuant to an intra-company transfer and per the terms and conditions of this EULA.

3.1.6 You are responsible, and bear the sole risk, for backing up all systems, software, applications, and data, as well as properly using the SOFTWARE PRODUCT.

3.1.7 At all times, you must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the SOFTWARE PRODUCT, including, without limitation, when installed, used, checked out, checked in and/or merged into another program.

3.2 THE FOLLOWING ARE PROHIBITED FOR YOUR LICENSE:

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3.2.2 You may not, and you may not authorize anyone else to, decompile, disassemble, or otherwise reverse engineer the SOFTWARE PRODUCT without the consent of Intergraph.

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3.2.4 You may not, and you may not authorize anyone else to, publish the SOFTWARE PRODUCT for others to copy or use.

3.2.5 You may not, and you may not authorize anyone else to, use, copy, modify, license or transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA.

3.2.6 You may not, and you may not authorize anyone else to, re-use the component parts of the SOFTWARE PRODUCT with a different software product from the one you are licensed to use or on different computers. The SOFTWARE PRODUCT is licensed as a single product.

3.2.7 You may not, and you may not authorize anyone else to, circumvent any license mechanism in the SOFTWARE PRODUCT or the licensing policy.

3.2.8 You may not, and you may not authorize or allow anyone else to, use or view the SOFTWARE PRODUCT for any purposes competitive with those of Intergraph.

3.2.9 You may not, and you may not authorize anyone else to, use the SOFTWARE PRODUCT except as expressly set forth in this EULA.

3.2.10 For desktop software that is Node-Locked:

- (a) You may not run the SOFTWARE PRODUCT for Web applications.
- (b) You may not allow the SOFTWARE PRODUCT to be used by multiple Users on a single workstation at the same time.

3.2.11 You may not, and you may not authorize or allow anyone else to, use the Developer's License for production purposes (i.e., a fully-deployed website).

3.2.12 You may not, and you may not authorize or allow anyone else to, publish to a third party any results of benchmark tests run on the SOFTWARE PRODUCT. The sample and demo data set(s) and related script(s) delivered with some SOFTWARE PRODUCTS (the "Sample Data") are provided solely for the purpose of instructing the User on how to use the SOFTWARE PRODUCT with which the Sample Data are delivered. The Sample Data are licensed in conjunction with the SOFTWARE PRODUCT and are not to be redistributed, licensed, sold, transferred, used or otherwise dealt with in a production solution without Intergraph's prior written consent.

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3.3 Indemnification by You. You agree to hold harmless and indemnify Intergraph for any causes of action, claims, costs, expenses and/or damages resulting to Intergraph from a breach by you or any User of any of the limitations or prohibited actions set forth in this EULA.

4.0 TERM. This EULA is effective until terminated or until your software subscription expires without being renewed. You may terminate this EULA at any time by permanently destroying the SOFTWARE PRODUCT together with all copies, modifications and merged portions in any form. Intergraph may also immediately terminate this EULA if you fail to comply with the terms and conditions of this EULA, or if you fail to pay the appropriate license or subscription fee(s). You agree upon the earlier of the termination of this EULA or expiration of your software subscription to cease using and to permanently destroy the SOFTWARE PRODUCT (and any copies, modifications and merged portions of the SOFTWARE PRODUCT in any form, and all of the component parts of the SOFTWARE PRODUCT).

5.0 AUDIT. Intergraph shall have the right, during your normal business hours, to audit your use of the SOFTWARE PRODUCT and your compliance with the provisions of this EULA. Intergraph will provide you with thirty (30) days prior written notice of an audit. The right of audit shall be limited to twice per calendar year. Prior to the start of an audit, Intergraph's personnel will sign a reasonable non-disclosure agreement provided by you. During the audit, you shall allow Intergraph's personnel to be provided reasonable access to both your records and personnel. The cost of the audit shall be paid by Intergraph unless the results of the audit indicate that you have underpaid fees to Intergraph, in which case, you agree to promptly pay Intergraph such fees at the price previously agreed to for the SOFTWARE PRODUCT license or software subscription *plus* interest on such underpayments from the original due date at the lesser of two percent (2%) per month or the highest rate allowed by applicable law, and you further agree to bear all costs associated with the audit.

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6.1 Ownership.

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6.2.1 Remedy by Intergraph. In the event the SOFTWARE PRODUCT is, in Intergraph's opinion, likely to or becomes the subject of a claim of infringement of any duly issued U.S. Intellectual Property or other proprietary rights of a third party, Intergraph may, at its sole option and expense (a) procure for you the right to continue using the SOFTWARE PRODUCT; (b) modify the SOFTWARE PRODUCT to make it non-infringing, but functionally the same; (c) replace the SOFTWARE PRODUCT with a SOFTWARE PRODUCT which is non-infringing, but functionally the same; or (d) provide a prorated refund to you of the actual amount you paid Intergraph for the SOFTWARE PRODUCT.

6.2.2 Indemnification by You. In the event any proceeding (suit, claim, or action) is based (in whole or in part) on modifications, enhancements or additions made by you or any person or entity on your behalf, or your use of the SOFTWARE PRODUCT in combination with other products not furnished by Intergraph, you agree to hold harmless and defend, at your sole cost and expense, all of Intergraph's right, title and interest in and to the SOFTWARE PRODUCT, as well as Intergraph's goodwill and reputation both in good faith and at a standard as if the claim is made against you. You shall reimburse Intergraph any defense expenses inclusive of reasonable attorneys' fees expended by Intergraph in defense of said claim, and pay any judgment rendered against Intergraph. You shall make such defense by counsel of your choosing and Intergraph shall reasonably cooperate with said counsel at your sole cost and expense. You shall have sole control of said defense, but you shall allow Intergraph to reasonably participate in its own defense and you shall reasonably cooperate with Intergraph with respect to the settlement of any claim. Notwithstanding the foregoing, Intergraph may at any time decide to take over any defense of Intergraph at Intergraph's cost and expense and you shall render full cooperation and assistance to transfer such defense to Intergraph and with respect to such defense.

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9.1 In the event the SOFTWARE PRODUCT does not substantially comply with the limited warranties set forth in this EULA, Intergraph's entire liability and your exclusive remedy shall be, in Intergraph's sole and absolute discretion, either (i) the modification, repair or replacement of the SOFTWARE PRODUCT; or (ii) a prorated refund to you of the actual amount

you paid Intergraph for the SOFTWARE PRODUCT for the period of time that the SOFTWARE PRODUCT did not substantially conform to the limited warranties set forth in this EULA.

9.2 Intergraph is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this EULA, but in no other respects and for no other purpose.

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10.2.2 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 (www.bis.doc.gov/complianceand enforcement/liststocheck.htm), the United States Department of Treasury Specially Designated Nationals List (www.treas.gov/offices/enforcement/ofac/), and the United States Department of State Debarred List (<http://www.pmdtc.state.gov/compliance/debar.html>).

10.2.3 To any entity if you know, or have reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.

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11.0 GENERAL.

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

11.2 Severability. Whenever possible, each provision of this EULA shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this EULA 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 EULA.

11.3 Headings. The various headings in this EULA are inserted for convenience only and shall not affect the meaning or interpretation of this EULA or any section or provision of this EULA.

11.4 No Waiver. Any failure by either party to enforce performance of this EULA 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 EULA.

11.5 Notices. Any notice or other communication ("Notice") required or permitted under this EULA 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 EULA 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. Intergraph's address for Notices is Intergraph Corporation, 170 Graphics Drive, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

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11.7 Other Intergraph software products. If you have or use other Intergraph software products, please read this EULA and all other terms and conditions carefully, as there may be differences in the terms and conditions.

11.8 Limited Relationship. The relationship between you and Intergraph is that of independent contractors and neither you nor your agents shall have any authority to bind Intergraph.

11.9 Governing Law; Venue and Jurisdiction. This EULA 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 accepted in Madison, Alabama, United States. You and Intergraph agree that any legal action or proceeding arising, directly or indirectly, out of or relating to this EULA shall be instituted in the Circuit Court for Madison County, Alabama, United States or the United States District Court for the Northern District of Alabama, Northeastern Division. You and Intergraph agree to submit to the jurisdiction of and agree that venue is proper in these courts for any such legal action or proceedings. This EULA shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11.10 WAIVER OF JURY TRIAL. INTERGRAPH AND YOU EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL PROCEEDING ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THIS EULA. BOTH

INTERGRAPH AND YOU (I) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (II) ACKNOWLEDGE THAT BOTH INTERGRAPH AND YOU HAVE BEEN INDUCED TO ENTER INTO THIS EULA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS WAIVER OF JURY TRIAL.

11.11 INJUNCTIVE RELIEF; CUMULATIVE REMEDIES. YOU ACKNOWLEDGE AND AGREE THAT A BREACH OF THIS EULA BY YOU COULD CAUSE IRREPARABLE HARM TO INTERGraph for which monetary damages may be difficult to ascertain or may be an inadequate remedy. You agree that Intergraph will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of this EULA by you, and you expressly waive any objection that Intergraph has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this EULA are cumulative and concurrent and may be pursued separately, successively or together.

11.12 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this EULA, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.

11.13 Governing Language. The controlling language of this EULA is English. If you received a translation of this EULA into another language, it has been provided for your convenience only.

11.14 USE OUTSIDE THE UNITED STATES. 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 rédigés 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 SOFTWARE PRODUCT, and you represent that you have complied with any and all regulations or registration procedures required by applicable law to make this EULA fully enforceable.

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

12.0 ADDITIONAL TERMS FOR SPECIFIC SOFTWARE PRODUCTS.

12.1 GeoMedia Software – Additional Terms. The software license specifically for GeoMedia Viewer permits copies to be stored on hard disk and loaded for execution on one or more workstations. The GeoMedia Viewer software may be freely copied, transferred and loaned both inside and outside your company.

12.2 Beta Software - Additional Terms. If the SOFTWARE PRODUCT you received with this EULA is pre-commercial release or beta software ("Beta Software"), then the following additional terms apply. To the extent that any provision in this section is in conflict with any other terms or conditions in this EULA, this section shall supercede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. You shall hold all information concerning Beta Software and your use and evaluation of such information and the Beta Software (collectively, "Beta Software Information") in confidence and with the same degree of care you use to keep your own similar information confidential, but in no event shall you use less than a reasonable degree of care; and you shall not, without the prior written consent of Intergraph, disclose such Beta Software Information to any person or entity for any reason at any time; *provided, however,* it is understood that you may disclose any Beta Software Information to those of your representatives who actually need such information for the purpose of participating in the proposed evaluation and testing ("Beta Testing") of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of the terms of this EULA. You shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. You agree to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. You acknowledge that the Beta Software is a pre-release, beta version, does not represent final product from Intergraph, and may contain bugs, errors and other problems that could cause system or other failures and data loss. **THE BETA SOFTWARE IS PROVIDED TO YOU "AS-IS", AND INTERGRAPH DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO YOU OF ANY KIND. You may use the Beta Software only for evaluation and testing and not for general production use.** You acknowledge that Intergraph has not promised or guaranteed to you that Beta Software or any portion thereof will be announced or made available to anyone in the future, Intergraph has no express or implied obligation to you to announce or introduce the Beta Software and that Intergraph may not introduce a product similar to or compatible with the Beta Software. Accordingly, you acknowledge that any research or development that you perform regarding the Beta Software or any product associated with the Beta Software is done entirely at your own risk. During the term of this EULA, if requested by Intergraph, you will provide feedback to Intergraph regarding Beta Testing, including error or bug reports. Upon receipt of a later unreleased version of Beta Software or release by Intergraph of a publicly released commercial version of the SOFTWARE PRODUCT, you agree to return or permanently destroy all earlier Beta Software received from Intergraph. You agree that you will return or destroy all unreleased versions of the Beta Software within thirty (30) days of the completion of Beta Testing when such date is earlier than the date for Intergraph's first commercial shipment of the publicly released commercial software.

12.3 Evaluation Software - Additional Terms. If the SOFTWARE PRODUCT you have received with this EULA is provided specifically for evaluation purposes (“Evaluation Software”), then the following section applies until such time that you purchase a license of the full retail version of the SOFTWARE PRODUCT. To the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section shall supercede such other terms and conditions with respect to the Evaluation Software, but only to the extent necessary to resolve the conflict. **You may use the Evaluation Software only for evaluation and testing and not for general production use.** You acknowledge that the Evaluation Software may contain limited functionality and/or may function for a limited period of time. Intergraph is licensing the Evaluation Software on an “AS-IS” basis, solely for your evaluation to assist in your purchase decision. If the Evaluation Software is a timeout version, then the program will terminate operation after a designated period of time following installation (the “Time Out Date”). Upon such Time Out Date, the Evaluation Software license will cease operation and you will not be able to use the SOFTWARE PRODUCT, unless you purchase a license for a full retail version of the SOFTWARE PRODUCT. You acknowledge that such Evaluation Software shall cease operation upon the Time Out Date and accordingly, access to any files or output created with such Evaluation Software or any product associated with the Evaluation Software is done entirely at your own risk.

12.4 Educational Software Product – Additional Terms. If the SOFTWARE PRODUCT you have received with this EULA is Educational Software Product (where either an education price is paid for the SOFTWARE PRODUCT, or the SOFTWARE PRODUCT is received by virtue of your participation in an Intergraph program designed for educational or research institutions, or is received through an education grant from Intergraph), you are not entitled to use the SOFTWARE PRODUCT unless you qualify in your jurisdiction as an Educational End User. **You may use the Educational Software Product only for educational and research purposes.** Commercial and general production use of Educational Software Products is specifically prohibited. Additional terms and conditions, as well as the definition of an Educational End User, are detailed in Intergraph’s Education Policy which is available from Intergraph upon request.

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