



INTERGRAPH CORPORATION, DOING BUSINESS AS PROCESS, POWER & MARINE (“PP&M”) SOFTWARE MAINTENANCE SERVICE CONTRACT

1.0 PERIOD OF PERFORMANCE

During the Contract period specified on the Intergraph Corporation, doing business as Process, Power & Marine (hereinafter referred to as “PP&M”) Quote/Contract, the Customer authorizes PP&M to provide software maintenance support services for all items listed on the Quote/Contract. Such software maintenance support services will be provided in accordance with the Scope of Work as specified in Section 3.0, or if applicable, an additional separately executed Scope of Work. Approximately sixty (60) days prior to the Contract expiration date, PP&M will submit to the Customer a Quote that includes pricing for the upcoming twelve (12) month period. The Customer must provide PP&M with written notice of intent to either terminate coverage or agree to the rates and terms of the Quote by providing a signed Contract or Purchase Order for the new Contract period. If Customer fails to provide a timely written notice of intent to renew, PP&M will terminate coverage.

2.0 TERM, TERMINATION, AND MODIFICATIONS

2.1 Term

This Contract shall be for a Term of twelve (12) months, unless otherwise stated herein. This Contract shall be effective as of the date of the first day of the Contract period as stated in the PP&M Quote and shall expire at the end of its Term unless terminated earlier as provided in Section 2.2, or renewed by mutual agreement of the parties pursuant to the terms as stated in Section 1.0.

2.2 Termination

This Contract may terminate prior to the expiration of its Term for any of the following reasons:

- (a) PP&M provides a written notice of intent to terminate. This Contract shall terminate thirty (30) days after the receipt of the notice; or
- (b) A new Contract between Customer and PP&M is signed into effect for similar software maintenance services to extend the Contract period for an additional term, or
- (c) Either party petitions for reorganization under the Bankruptcy Act or is adjudicated a Bankrupt, or a receiver is appointed for either party’s business; or
- (d) Customer fails to pay PP&M any amount when due hereunder.

2.3 Modifications

This Contract can be changed or modified in one of the following ways:

- (a) During the Contract period, PP&M provides a thirty (30) day written notice of its intent to remove any individual software product(s) from coverage under this Contract.
- (b) Customer may not terminate maintenance coverage for individual software product licenses that have been installed multiple times at one site or for software product licenses that are being used interdependently from one site. Customer may only remove software product(s) from maintenance coverage at Contract renewal.
- (c) Any other changes or modifications must be by mutual agreement.

3.0 PP&M SCOPE OF WORK

Software Support

3.1 Premium Service

Software maintenance support services will be provided to the Customer during the hours of 8:00 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday, excluding PP&M-observed holidays. Software maintenance support services will include and be limited to the following for all software products listed on the Quote/Contract:

- (a) Unlimited support via Help Desk (standard business hours) or Web.
- (b) Twenty-four-hour-per-day/seven-days-per-week access to Solution Knowledge Base, an on-line self-help tool.
- (c) The ability to perform Web queries, submit updates, and obtain status of service requests 24 hours per day, 7 days per week.
- (d) Information on software fixes, upgrades, and new releases and how to obtain them.
- (e) Software upgrades.

Software maintenance support services are limited to specific software products as shown on the Quote/Contract functioning on the appropriate PP&M supported operating system.

PP&M will provide software upgrades, when made available by PP&M for which Premium Service has been purchased. Upgrade(s) refers to subsequent releases to the software products covered under the Contract. Any upgrades furnished hereunder shall be governed by the PP&M software license agreement in effect between PP&M and the Customer.

Premium Service may not be available for all software products.

3.2 Premium Service Add-On Option – Designated Account Champion

PP&M will provide a Designated Account Champion – an experienced support analyst/account manager - to provide quarterly review of all open software problems for the Contract period. This review will include projected new product versions and release dates and projected dates for when software fixes or patches will be available. There will be one on-site visit conducted per year. The support analyst/account manager will be the escalation point of contact for any critical issues that arise throughout the Contract period.

This premium service option is available only for software products covered under Premium Maintenance Services and is currently offered only within the continental United States. This option may be included at the time of software product purchase or added to an existing Contract.

3.3 Advantage Service

Advantage service includes the following coverage:

- (a) Unlimited support via Help Desk (standard business hours) or Web.
- (b) Twenty-four-hour-per-day/seven-days-per-week access to problem Knowledge Base, an on-line self-help tool.
- (c) The ability to perform Web queries, submit updates, and obtain status of service requests 24 hours per day, 7 days per week.
- (d) Information on software fixes and how to obtain them, if available.

Advantage Service does not provide the Customer with software upgrades or new releases to any software products.

Advantage Service may not be available on all software products.

3.4 Customer Response System

PP&M provides primary access to maintenance and support for Customers who have a valid software maintenance services contract, via PP&M's Customer Response System (hereinafter "CRS"). CRS is a web based system which allows Customers the ability to submit service requests, perform web queries, and obtain the status of service requests on a worldwide, 24-hours-a-day, seven (7) days a week basis.

CRS procedures generally are:

- (a) Service Request: Customer logs a service request via CRS giving a description of the problem. The Customer receives a SR number for the service request.
- (b) Services Request Designation: Customer designates the service request as either "Critical" or "Normal" via CRS. A "Critical" service request is a service request for a problem that prevents a user from using project critical functionality in the software that is needed in their workflow. Critical problems are production limiting with no known workaround. All other problems are designated "Normal".

- (c) Service Request Assignment and Resolution: If the Customer designates a services request as “Critical”, notification via CRS is sent immediately to a PP&M support manager. The support manager will assign a support analyst and notify the support analyst that the Customer has submitted a critical services request. The support analyst will work with the Customer to determine a resolution of the service request. If PP&M determines that the resolution of the service request requires a correction to the software product, the issue will be recorded with a priority state in the development requirement database. If the Customer designates a service request as “Normal”, PP&M’s support group is notified via CRS and a support analyst is assigned to review and determine a resolution to the service request.
- (d) Status of Service Request: Customer may at any time check the status of a service request via CRS.
- (e) Web Queries: Customer may obtain information on known problems and available fixes and workarounds via CRS.
- (f) Product Change Request: Customer may log product Change Requests for consideration by PP&M via CRS.

3.5 Customer Satisfaction and Escalation Procedure

CRS provides a Customer Satisfaction Survey that Customer may use to give their comments as to their satisfaction as to the level of service. Should a Customer be dissatisfied as to the level of service it is obtaining in the resolution of a service request, Customer may so indicate in the Customer Satisfaction Survey, and Customer will be contacted by a member of PP&M’s Support Management to discuss a resolution.

4.0 LAPSE IN SOFTWARE MAINTENANCE COVERAGE

Software maintenance support services reinstatement fees will be applicable if there is a lapse in software maintenance support service. PP&M will provide a quotation upon request.

5.0 REMOTE ACCESS LICENSES

Software maintenance support services for all remote users of PP&M’s application server or portal server licenses (Standard Concurrent-Use Software, Extended Concurrent-Use Software, Concurrent-use WEB Access Software, and SmartPlant Foundation) shall be provided by the PP&M regional office where the application server or portal server licenses are registered/maintained regardless of the physical location of the end user. All service requests from remote users shall be logged from the location where the application server or portal server license is located.

6.0 WARRANTIES

PERFORMANCE WARRANTY. EXCEPT FOR ANY REFERENCE DATA CONTAINED IN THE SOFTWARE PRODUCT, FOR ANY SOFTWARE UPGRADE PROVIDED UNDER THIS CONTRACT, PP&M WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT, OR DATE OF COMPLETION OF THE SITE ACCEPTANCE TEST, IF APPLICABLE, THAT THE SOFTWARE PRODUCT SHALL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION SUPPLIED WITH THE PARTICULAR SOFTWARE. REFERENCE DATA IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTIES WHATSOEVER.

SOFTWARE MEDIA WARRANTY. FOR ANY SOFTWARE UPGRADE PROVIDED UNDER THIS CONTRACT, PP&M WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT, OR DATE OF COMPLETION OF THE SITE ACCEPTANCE TEST, IF APPLICABLE, THAT, UNDER NORMAL USE, SOFTWARE DELIVERY MEDIA SHALL BE FREE FROM DEFECT IN MATERIAL OR WORKMANSHIP.

PP&M DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL MEET CUSTOMER’S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES PP&M WARRANT THAT THE SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE. PP&M’S ENTIRE LIABILITY UNDER THIS WARRANTY AND CUSTOMER’S EXCLUSIVE REMEDY SHALL BE AT PP&M’S SOLE AND ABSOLUTE DISCRETION, (1) EITHER THE REPAIR OR REPLACEMENT OF ANY SOFTWARE ITEM THAT DOES NOT MEET THE RESPECTIVE WARRANTIES GIVEN ABOVE OR (2) A REFUND OF THE CHARGES FOR THE WARRANTED ITEM.

IF UNDER THE LAW RULED APPLICABLE TO THIS CONTRACT A GREATER WARRANTY IS MANDATED, THEN PP&M WARRANTS THE SOFTWARE PRODUCT 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 OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM.

CUSTOMER SHALL PROMPTLY NOTIFY PP&M OF ANY SUSPECTED DEFECTS IN SOFTWARE DELIVERY MEDIA.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF PP&M.

7.0 DISCLAIMER

EXCEPT AS PROVIDED HEREIN, PP&M MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE PRODUCT OR SOFTWARE MAINTENANCE SUPPORT SERVICES SUPPLIED HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

8.0 LIMITATION OF LIABILITY

IN NO EVENT WILL PP&M BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF PP&M HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES SHALL PP&M'S LIABILITY UNDER THIS CONTRACT EXCEED THE AMOUNT THAT PP&M HAS BEEN PAID BY CUSTOMER UNDER THIS CONTRACT AT THE TIME THE CLAIM IS MADE. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

IF UNDER THE LAW RULED APPLICABLE TO THIS CONTRACT ANY PART OF SECTION 8.0 IS INVALID, THEN PP&M LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

9.0 CONTRACT ADDITIONS

In the event Customer purchases additional software products directly from PP&M during the term of this Contract, PP&M will notify the Customer by submitting, in writing, a Quote reflecting the additional software items to be added to this Contract, effective date(s) of software maintenance support service, and charges for those additional software items to be added under the Terms and Conditions of this Contract.

Unless PP&M receives written notification declining software maintenance support service from Customer within thirty (30) days of the date of the Quote as described above, support services and the appropriate monthly charges will begin on the effective date as shown on the Contract Quote.

Customer shall purchase software maintenance support service coverage on all software license additions to a site obtained via intra-company transfer of the software license. Contract additions by intra-company software license transfer shall be in accordance with PP&M's current Software Transfer Policy.

Software maintenance support services cannot be declined by Customer for individual software product licenses that have been installed multiple times at one site or for software product licenses, which are being used interdependently from one site.

10.0 CHARGES

Software maintenance support service charges are annual in advance and are due and payable in full on the first day of the Contract. The Contract shall begin on the first day of the month. A full month's software maintenance support service charge will be invoiced for any partial month's utilization. Software maintenance support services on software products added to this Contract for any period of time less than one (1) year shall be due and payable in full on the date that the software product is added to the Contract.

Payments that are not received thirty (30) days from date of invoice are subject to interest accrued at one and one-half percent (1 ½%) per month or the maximum allowed by law.

Software maintenance support services are non-discountable.

11.0 TAXES

All software maintenance support service charges are exclusive of, and Customer shall be liable for, and shall indemnify and hold PP&M harmless from and against, any and all United States and/or any other country's federal, state, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Taxes shall expressly exclude any United States (i) federal, (ii) state, (iii) municipal, (iv) or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by PP&M's income, capital and/or assets. The total invoice amount for maintenance charges is subject to increase by the amount of any Taxes which PP&M is required to withhold, collect, or pay so that PP&M receives the full amount of the maintenance charges. Any certificate to exempt this Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

12.0 DOCUMENTATION

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 PP&M to Licensee. Not all of the previous types of Documentation are delivered with each software product supplied by PP&M.

13.0 NOTICES

All written notices required by either party under this Contract shall be deemed to have been given on the date such notice is mailed to the other party.

14.0 EXCLUDED SERVICES

Software maintenance support services provided by PP&M that are outside the scope of and/or specifically excluded from this Contract will be invoiced at then prevailing per-call rates (portal to portal).

Software maintenance support services are limited to specific software products as shown on the Quote/Contract, functioning on the appropriate PP&M supported operating system. Software support for the following are outside the scope of this Contract and may be available under separate Contract at an additional charge:

- (a) System installation (hardware/software platforms)
- (b) Network configuration support for third party products not sold to the Customer by PP&M
- (c) System-level tuning and optimization

- (d) Programming development
- (e) Customization and configuration
- (f) Training
- (g) Data, including reference data

Software maintenance support services provided by PP&M under this Contract shall not include support calls that are necessary due to failure of software not supplied by PP&M and not covered in this Contract.

15.0 CUSTOMER RESPONSIBILITY

During the term of the Contract, Customer shall commit to the following:

In the event Customer should purchase additional software license(s) through an authorized PP&M reseller, or through any other manner, Customer agrees to notify PP&M of the acquisition of the software licenses(s). In response, PP&M will provide the Customer with a Quote reflecting the additional effective date of software maintenance support services and charges for the additional software license(s) under the Terms and Conditions of this Contract.

Customer will provide PP&M with the valid serial numbers of all software product licenses listed on the Quote/Contract.

Customer warrants that for all software product licenses supported under this Contract, all like software product licenses in the possession of the Customer and located at the Customer's site referenced on this Contract, are listed on the Quote/Contract. Customer also warrants that all prerequisite software product licenses necessary to operate the software products supported under this Contract are listed on the Quote/Contract.

Services provided herein must be utilized only for the quantity of licenses listed on the Quote/Contract.

16.0 HEADINGS

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

17.0 ASSIGNMENT

Neither PP&M nor Customer shall assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, except that PP&M may assign its rights and obligations under this Contract without the approval of Customer to an entity which acquires all or substantially all of the assets of Intergraph Corporation or its division, Process, Power & Marine, or to any subsidiary, affiliate or successor in a merger or acquisition of Intergraph Corporation or its division, Process, Power & Marine.

18.0 INTERPRETATION

This Contract shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Alabama and shall have been deemed to have been executed in Huntsville, Alabama. The parties agree that any legal action or proceeding relating to this Contract shall be instituted in the Circuit Court for Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division. The parties agree to submit to the jurisdiction of, and agree that venue is proper in these courts in any such legal action or proceedings. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

19.0 NONDISCLOSURE

PP&M and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Contract "Confidential Information" shall mean all information, which may

include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions of this Contract shall be deemed Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information", (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either PP&M or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Contract. Customer and PP&M shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that its employees comply with these confidentiality provisions.

This Section shall not apply to any particular information which PP&M or Customer can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

20.0 SEVERABILITY

Whenever possible, each provision of this Contract 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 Contract 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 Contract or such related document.

21.0 NO WAIVER

Any failure by either party to enforce performance of the terms or conditions of this Contract 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 the Contract.

22.0 EXPORT CONTROLS

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

- a. To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.
- b. To any person or entity listed on any U.S. government denial list, including but not limited to, the U.S. Department of Commerce Denied Persons, Entities, and Unverified Lists, www.bis.doc.gov, the U.S. Department of Treasury Specially Designated Nationals List, www.treas.gov/offices/enforcement/ofac/, and the U.S. Department of State Debarred List, <http://www.pmddtc.state.gov/debar059.htm>.

- c. To any entity when Customer knows, or has reason to know, the end use of the software product is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.
- d. To any entity when Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of these software products should be addressed to Intergraph Corporation's Export Compliance Department, Huntsville, Alabama 35894, USA.

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

23.0 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. This Contract supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of this Contract. This Contract may not be amended or modified unless done so in writing signed by authorized representatives of both parties.

DDCC30400 06/07