

Smlouva o poskytování služeb

číslo smlouvy objednatele: S-2281/ŘÚIKT/2017

číslo smlouvy poskytovatele: S2915020-3

Smluvní strany:

Středočeský kraj

Zborovská 11, 150 21 Praha 5

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zastoupený:

JUDr. Kateřinou Černou, ředitelkou Krajského úřadu Středočeského kraje na straně první (dále jen „objednatel“)

a

GEFOS a.s.

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zastoupena:

Ing. Robertem Šinknerem, MBA, místopředsedou představenstva

Oprávněn jednat ve věcech smluvních: Ing. Patrik Starčevský, obchodní ředitel

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na straně druhé (dále jen „poskytovatel“)

Smluvní strany uzavírají tuto smlouvu vedenou v evidenci objednatele pod č. **S-2281/ŘÚIKT/2017** a v evidenci poskytovatele pod č. **S2915020-3** (dále jen „Smlouva“) v souladu se zákonem č. 89/2012 Sb., občanský zákoník, s použitím příslušných ustanovení zákona č. 121/2000 Sb., o právu autorském, o právech souvisejících s právem autorským a o změně některých zákonů, ve znění pozdějších novel, jako i některými dalšími zvláštními právními předpisy upravujícími závazné podmínky ve vztahu k předmětu plnění této smlouvy uzavírané mezi poskytovatelem a objednatelem.

I.

Předmět smlouvy

1. Předmětem této smlouvy je maintenance GeoMedia Smart Client Advantage a ERDAS IMAGINE Advantage společnosti Hexagon Geospatial (dále „Produkty“) na 36 měsíců, konkrétně:

- GeoMedia Smart Client Advantage na období do 31. 7. 2020

– ERDAS IMAGINE Advantage na období do 31. 7. 2020

s tím, že služba maintenance bude navazovat zahájením od 1.8.2017

II.

Práva a povinnosti poskytovatele

1. Poskytovatel se zavazuje provádět veškerou činnost podle této smlouvy řádně a včas, s odbornou péčí a v souladu se zájmy a podle pokynů objednatele a v souladu s podmínkami pro údržbu software (Hexagon Geospatial Standard EULA) společnosti Hexagon Geospatial, které jsou uvedeny v Příloze č. 1 této smlouvy.
2. Poskytovatel se zavazuje poskytovat služby v místě objednatele, a to i formou vzdáleného přístupu anebo v místě objednatele, pokud to povaha služby umožňuje nebo pokud se strany nedohodnou jinak.
3. Poskytovatel je povinen strpět uveřejnění této smlouvy a jejích případných dodatků dle zákona 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv). Poskytovatel je rovněž povinen strpět zveřejnění smlouvy v souladu se zákonem č. 134/2016, o zadávání veřejných zakázek.
4. Při plnění služeb nesmí poskytovatel narušit funkčnost Portálu územně analytických podkladů.
5. Smluvní strany jsou povinny neprodleně si vzájemně sdělovat informace, které mohou mít vliv na plnění závazků vyplývajících z této smlouvy. Poskytovatel je povinen upozorňovat objednatele bez zbytečného odkladu na nevhodnou povahu pokynů daných mu objednatelem k poskytování služeb, jakož i na jakékoli jiné okolnosti, které by mohly způsobit zmaření řádného a včasného poskytování služeb či by vedly ke vzniku škody. Pokud objednatel i přes upozornění na splnění svých pokynů trvá, neodpovídá poskytovatel za případnou škodu tím vzniklou.
6. Poskytovatel ručí za kvalitu prací provedených při činnosti v rámci této smlouvy po dobu 24 měsíců od data předání objednateli. Záruční doba se prodlužuje o dobu nutnou k odstranění záručních vad.

III.

Práva a povinnosti objednatele

1. Objednatel se zavazuje, že poskytovateli za poskytnuté služby uhradí odměnu dle dalších ustanovení této smlouvy.
2. Objednatel se zavazuje dodržovat podmínky pro údržbu softwaru, které jsou uvedeny v Příloze č. 1 této smlouvy.
3. Neprodleně po zveřejnění této smlouvy v registru smluv dle zákona o registru smluv informuje objednatel poskytovatele, že smlouvu zveřejnil a ta tím nabyla účinnost.
4. Objednatel se zavazuje poskytnout poskytovateli pro poskytování služeb dle této smlouvy potřebnou součinnost.
5. Objednatel se zavazuje umožnit po předchozí dohodě odborným pracovníkům poskytovatele přístup k nainstalovanému vybavení s respektováním práva ochrany dat objednatele.

6. Pokud objednatel neposkytne potřebnou součinnost dohodnutou v této smlouvě, má poskytovatel právo na posunutí stanovených termínů o čas, po který nemohl poskytovatel pracovat na plnění předmětu smlouvy.

IV.

Cena a platební podmínky

1. Na základě dohody smluvních stran se objednatel zavazuje uhradit poskytovateli za poskytnuté služby dle článku I. odměnu ve výši: **979 566,- Kč bez DPH, tj. 1 185 274,86 Kč s DPH**. Cena je stanovena jako celková, úplná, bez variant a nepřekročitelná.
2. Cena je splatná ve třech platbách, vždy odpovídajících 1/3 ceny (tj. 326 522 Kč bez DPH, tedy 395 091,62 Kč s DPH), a to základě daňového dokladu (faktury) vystavené poskytovatelem a doručeného objednateli vždy na začátku příslušného ročního období. Faktura za první období bude vystavena neprodleně po té, kdy tato smlouva nabude účinnost.
3. Faktury vystavené poskytovatelem dle tohoto odstavce jsou **splatné do třiceti (30) dnů** od jejich doručení objednateli. **Přílohou faktury musí být doklad prokazující zajištění předmětu smlouvy dle čl. I této smlouvy.**
4. Není-li výslovně uvedeno jinak, všechny ceny uváděné v této smlouvě a všech přílohách jsou uvedeny bez DPH a jsou stanoveny jako nejvýše přípustné. Poskytovatel prohlašuje, že tyto ceny plně pokrývají všechny jeho náklady spojené s poskytováním služeb podle této smlouvy. DPH bude k cenám účtováno v zákonné výši dle legislativy platné v době jejich účtování.
5. Veškeré faktury vystavené poskytovatelem dle této smlouvy musí mít veškeré náležitosti daňového dokladu v souladu se zákonem č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů. Všechny faktury budou dále obsahovat zejména následující údaje:
 - a) číslo a název této smlouvy a označení případných dodatků smlouvy;
 - b) popis plnění poskytovatele.
6. Objednatel je oprávněn do data splatnosti vrátit fakturu, která neobsahuje požadované náležitosti, případně obsahuje jiné cenové údaje nebo jiný druh plnění než dohodnuté v smlouvě s tím, že nová doba splatnosti opravené faktury začíná znovu běžet ode dne jejího doručení objednateli.
7. Cena je považována za uhrazenou okamžikem odepsání příslušné částky z účtu objednatele ve prospěch účtu poskytovatele. Pokud poskytovatel uvede na faktuře odlišný bankovní účet, než je uveden v záhlaví této smlouvy, má se za to, že požaduje provedení úhrady na bankovní účet uvedený na faktuře.
8. V případě zákonné změny sazby DPH bude k původní ceně bez DPH připočteno DPH ve výši platné v době fakturace, bez nutnosti uzavřít dodatek ke smlouvě.
9. Poskytovatel prohlašuje, že není veden v registru nespolehlivých plátců, a zavazuje se po dobu trvání této smlouvy řádně a včas platit DPH. Pokud finanční úřad vyzve objednatele k placení DPH nezaplacené poskytovatelem při realizaci této smlouvy, se poskytovatel zavazuje zaplatit objednateli smluvní pokutu ve výši odpovídající nezaplacenému DPH.

V.

Místo a termín plnění

1. Místo plnění: Krajský úřad Středočeského kraje.

2. Termín zahájení plnění: neprodleně po podpisu smlouvy, s ohledem na platnost stávající maintenance produktů uvedených v článku I.

VI.

Ochrana důvěrných informací, mlčenlivost

1. Smluvní strany sjednávají, že za důvěrné informace se považují veškeré informace o skutečnostech týkajících se smluvních stran a jejich činnosti, jejichž zveřejnění by se mohlo závažným způsobem dotknout jejich zájmů nebo jejich dobrého jména, získané v souvislosti s plněním této smlouvy v jakékoli formě, s výjimkou informací všeobecně známých. Za důvěrné informace se považují i veškeré obchodní a technické informace, které byly jednou ze smluvních stran sděleny jiné smluvní straně a jsou označeny jako obchodní tajemství.
2. Obě smluvní strany se zavazují, že budou zachovávat mlčenlivost o všech důvěrných informacích, o nichž se dozví v souvislosti s plněním této smlouvy, a to po dobu účinnosti této smlouvy a dále tři roky po jejím skončení, pokud se důvěrné informace nestanou veřejně známými bez zavinění některé ze smluvních stran.
3. Smluvní strany se zavazují, že důvěrné informace nepoužijí k jiným účelům než k plnění dle této smlouvy a v souladu s obecně závaznými právními předpisy, a že budou zajišťovat jejich ochranu přiměřeným způsobem. V případě, že poskytovatel využije k realizaci plnění smlouvy třetí stranu, pak odpovídá za takové plnění, jako by plnil sám.

VII.

Odpovědnost za škodu

1. Každá ze stran nese odpovědnost za způsobenou škodu v rámci platných právních předpisů a této smlouvy. Obě strany se zavazují vyvíjet maximální úsilí k předcházení škodám a k minimalizaci vzniklých škod. Pokud poskytovatel za současného poskytnutí součinnosti objednatelem, nezahájí dodání předmětu smlouvy dle čl. I., zavazuje se objednateli uhradit veškeré vzniklé náklady spojené se zřízením či obnovou plnění předmětu smlouvy.
2. Žádná ze stran neodpovídá za škodu, která vznikla v důsledku neúplného, věcně nesprávného nebo jinak chybného zadání, které obdržela od druhé strany. Žádná ze smluvních stran není odpovědná za nesplnění svého závazku v důsledku prodlení druhé smluvní strany nebo v důsledku nastalých okolností vylučujících odpovědnost.
3. Smluvní strany se zavazují upozornit druhou smluvní stranu bez zbytečného odkladu na vzniklé okolnosti vylučující odpovědnost bránící řádnému plnění této smlouvy. Smluvní strany se zavazují vyvíjet maximální úsilí k odvrácení a překonání okolností vylučujících odpovědnost.
4. Obě smluvní strany odpovídají za škodu, kterou způsobí druhé straně porušením svých povinností dohodnutých touto smlouvou při provádění předmětu plnění této smlouvy a za podmínek daných touto smlouvou či povinností, které vyplývají už ze samotného předmětu plnění smlouvy.

VIII.

Sankce

1. Pro případ prodlení poskytovatele s poskytováním služeb delším než 3 pracovních dnů si sjednávají smluvní strany smluvní pokutu ve výši 500,- Kč za každý den prodlení, pokud se nedohodnou jinak. Smluvní pokuta bude počítána od 4. pracovního dne, přičemž se dopočítá zpětně i za předchozí tři pracovní dny.

2. Smluvní strany sjednávají pro případ porušení povinnosti o zachování mlčenlivosti čl. V. této smlouvy smluvní pokutu ve výši 50.000,- Kč za každý případ.
3. V případě, že objednatel bude v prodlení se zaplacením faktury poskytovateli podle čl. IV., je objednatel povinen zaplatit poskytovateli zákonný úrok z prodlení z fakturované částky za každý den prodlení dle aktuálně platné legislativy.
4. Smluvní strany si sjednaly, že zaplacením jakékoli smluvní pokuty podle této smlouvy není dotčena povinnost poskytovatele nahradit objednateli v plné výši též škodu vzniklou porušením povinností, na kterou se smluvní pokuta vztahuje.
5. Smluvní pokuty lze uložit opakovaně a za každý jednotlivý případ. Zaplacením smluvní pokuty není dotčeno právo smluvní strany na náhradu škody vzniklé porušením smluvní povinnosti, které se smluvní pokuta týká.
6. Smluvní pokuty stanovené dle tohoto článku jsou splatné do třiceti (30) dnů ode dne doručení výzvy k zaplacení smluvní pokuty povinné smluvní straně.

IX.

Komunikace smluvních stran

1. Veškerá komunikace mezi smluvními stranami bude probíhat prostřednictvím oprávněných osob, pověřených pracovníků nebo statutárních zástupců smluvních stran.
2. Ve věcech smluvních jsou oprávněnými zástupci osoby uvedené v záhlaví této smlouvy.
3. Oprávnění zástupci smluvních stran ve věcech technických:

- za objednatele:

Ing. Jiří Vomočil

e-mail: vomocil@kr-s.cz

tel: 257 280 374

- za poskytovatele:

Milan Pulec

e-mail: milan.pulec@gefos.cz

tel: 386 108 522

4. V případě změny kontaktní osoby musí být o této skutečnosti druhá smluvní strana neprodleně písemně informována. Za splnění této povinnosti se považuje i e-mail odeslaný na adresu kontaktních osob druhé smluvní strany. Účinnost změny nastává okamžikem doručení písemného oznámení příslušné smluvní straně.

X.

Trvání smlouvy

1. **Tato smlouva se uzavírá na dobu určitou, na období od data její platnosti a účinnosti do 31. 7. 2020.**
2. **Tato smlouva nabývá platnosti dnem podpisu oběma smluvními stranami a účinnosti dnem zveřejnění v registru smluv, které provede objednatel.**
3. Platnost této smlouvy může být předčasně ukončena:
 - a) písemnou dohodou smluvních stran;

- b) písemnou výpovědí smlouvy podanou objednatelem, a to i bez udání důvodu;
 - c) odstoupením objednatele od smlouvy v případě jejího opakovaného (tj. minimálně 2x) porušení ze strany zhotovitele nebo podstatného porušení ze strany zhotovitele;
 - d) výpovědí zhotovitele, pokud bude objednatel přes písemné upozornění zhotovitele déle než 60 dnů od písemného upozornění v prodlení s plněním své platební povinnosti vůči zhotoviteli.
4. Za podstatné porušení smlouvy ze strany zhotovitele se považuje zejména prodlení zhotovitele s předáním předmětu plnění či jeho části delší než 30 dnů, porušení jakékoliv povinnosti zhotovitele vyplývající ze smlouvy a její nesplnění ani v dodatečné lhůtě (alespoň 5 dnů), kterou objednatel zhotoviteli poskytl (nevylučuje-li to charakter porušené povinnosti). Odstoupení od smlouvy ze strany objednatele není spojeno s uložením jakékoliv sankce k jeho tíži.
 5. Výpovědní lhůta činí jeden měsíc a počíná běžet prvním dnem měsíce následujícího po měsíci, ve kterém byla písemná výpověď doručena druhé smluvní straně.
 6. Odstoupení od smlouvy nabývá účinnosti dnem doručení písemného oznámení o odstoupení od smlouvy druhé smluvní straně na adresu jejího sídla uvedené v záhlaví této smlouvy. Smluvní strany se dohodly, že odstoupení od smlouvy se považuje za doručené 10. dnem od jejího uložení u provozovatele poštovních služeb, resp. výslovným odmítnutím přijetí odstoupení druhou stranou.
 7. Dojde-li k předčasnému ukončení smlouvy poté, co objednatel uhradil poskytovateli jakoukoliv část ceny za služby je poskytovatel povinen vrátit objednateli poměrnou část ceny za služby, za služby, které nebyly pro objednatele skutečně provedeny, a to nejpozději do 30 dní od ukončení smlouvy.

XI.

Ostatní ustanovení

1. Změny této smlouvy musí mít písemnou formu číslovaných dodatků. Nutnost uzavření dodatku neplatí u změny kontaktních osob dle tohoto článku, kde je oznámení splněno doručením e-mailu kontaktním osobám druhé smluvní strany, a v případě zákonné změny DPH.
2. Není-li smluvními stranami prokazatelně dohodnuto jinak, všechna oznámení mezi smluvními stranami, která se vztahují k této smlouvě, nebo která mají být učiněna na základě této smlouvy, musí být učiněna v písemné podobě a druhé straně doručena buď osobně, nebo do datové schránky nebo doporučeným dopisem na adresu smluvních stran. Změna adresy musí být neprodleně písemně oznámena druhé straně.
3. Práva a povinnosti smluvních stran v této smlouvě neupravené a z této smlouvy vyplývající se řídí příslušnými ustanoveními zákona č. 89/2012 Sb., občanského zákoníku. Není-li takových ustanovení, posoudí se taková práva nebo povinnosti dle principů spravedlnosti a zásad, na nichž spočívá zákon č. 89/2012 Sb.
4. Nastanou-li u některé ze stran skutečnosti bránící řádnému plnění této smlouvy je povinna to ihned bez zbytečného odkladu oznámit druhé straně a vyvolat jednání zástupců oprávněných k podpisu smlouvy, jinak se těchto skutečností nemůže dovolávat.

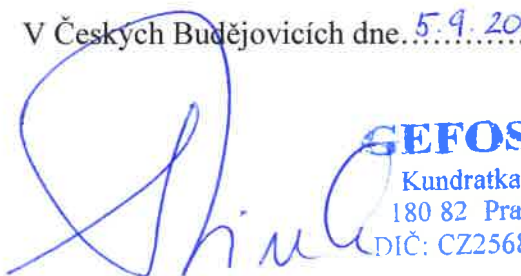
5. Pokud kterékoli ustanovení této smlouvy nebo jeho část je nebo se stane neplatným či nevynutitelným rozhodnutím příslušného orgánu, nebude mít tato neplatnost či nevynutitelnost vliv na platnost či vynutitelnost ostatních ustanovení této smlouvy nebo jejích částí, pokud nevyplývá přímo z obsahu této smlouvy, že toto ustanovení nebo jeho část nelze oddělit od dalšího obsahu.
6. V případě uvedeném v předchozím odstavci se obě smluvní strany zavazují neúčinné a neplatné ustanovení nahradit novým ustanovením, které je svým účelem a hospodářským významem co nejbližší ustanovení této smlouvy, jež má být nahrazeno.
7. Tato smlouva byla sepsána podle pravé a svobodné vůle ve 4 vyhotoveních, z nichž tři obdrží objednatel a jedno zhotovitel.

8. Nedílnou součástí smlouvy je:

Příloha č. 1 – Podmínky pro údržbu software „Hexagon Geospatial Standard EULA“

Příloha č. 2 – Cenová nabídka

V Českých Budějovicích dne...5.9.2017.....


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Ing. Robert Šinkner, MBA
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20-09-2017
V Praze dne.....





JUDr. Kateřina Černá
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Hexagon Geospatial Standard EULA

END-USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement by and between “you” (either an individual or a single legal entity) and Intergraph Corporation doing business as Hexagon Geospatial (“Hexagon”) 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 of the SOFTWARE PRODUCT and any Updates of the SOFTWARE PRODUCT, if any, are licensed to you by Hexagon pursuant to the terms of this EULA. Any software, including, without limitation, any open source components and/or Upgrades, 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 Hexagon and you have agreed to a signed license agreement with Hexagon that specifically addresses the licensing of the applicable SOFTWARE PRODUCT(s) for a discrete transaction, 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 “Core” means a physical processor on a computer server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit (CPU) may have one or more Cores, and a given server may have multiple CPU sockets that may each contain multiple Cores.

1.2 “Desktop-based SOFTWARE PRODUCT” means a self-contained application that runs from a local drive and does not require network connectivity to operate.

1.3 “Installation Guide” means a computer file in a Microsoft Word or Adobe PDF document or a text file that contains information a User may need to install or operate a SOFTWARE PRODUCT program

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

1.5 “**Supplementary License**” means a license(s) of the SOFTWARE PRODUCT which is made available by Hexagon 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.

1.6 “**System**” means a physical or operational location where the SOFTWARE PRODUCT resides and operates on an individual server or where a single operational identification number (“Site ID”) has been assigned by Hexagon.

1.7 “**Update**” means any modified version, fix, or patch of the SOFTWARE PRODUCT.

1.8 “**Upgrade**” means each new release of the SOFTWARE PRODUCT that is as a result of an architectural, major, or minor change to the SOFTWARE PRODUCT. Upgrades may be provided with a separate EULA. The EULA delivered with the Upgrade will supersede any EULA or signed license agreement associated with prior releases of the SOFTWARE PRODUCT.

1.9 “**User**” means you or an individual employed by you. A User may also include your contractor who requires temporary use of the SOFTWARE PRODUCT to provide services on your behalf.

1.10 “**Web-based SOFTWARE PRODUCT**” means a Webservices-based SOFTWARE PRODUCT that is accessed by Users solely over the World Wide Web, Internet or intranet.

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

1.12 “**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, Hexagon 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 Hexagon upon request.

2.2 License Type and Mode. SOFTWARE PRODUCTS are licensed as either Primary Licenses or Supplementary Licenses. There are two (2) types of Primary Licenses and seven (7) 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 Hexagon 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 Primary Licenses are described below:

- (a) **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 Installation Guide, 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. You consent to the use of a license mechanism, license files, hardware keys, and other security devices in connection with the SOFTWARE PRODUCT and agree not to attempt to circumvent, reverse engineer, or duplicate such devices.
- (b) **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.

2.2.2 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 on multiple servers represented by one (1) IP address.
- (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, Hexagon 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.
- (g) **Secondary License (SEC or TFB)** is licensed for non-productive use for training, development, testing, failover, backup, etc. Number of Secondary Licenses cannot exceed the number of purchased Primary Licenses.

2.3 Updates and Upgrades. If the SOFTWARE PRODUCT is an Update or Upgrade to a previous version of the SOFTWARE PRODUCT, you must possess a valid license to such previous version in order to use the Update or Upgrade. The SOFTWARE PRODUCT and any previous version may not be used by or transferred to a third party. All Updates and Upgrades 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 or Upgrade, 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 or Upgrade; and (ii) acknowledge and agree that any obligation that Hexagon 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 Hexagon. 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, Hexagon 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 Addendum to this EULA.

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3.1.2 You may transfer the SOFTWARE PRODUCT and license within your company (intra-company transfer), subject to the Hexagon Software Transfer Policy ("Hexagon Software Transfer Policy") and the terms of this EULA. The Hexagon Software Transfer Policy is available from Hexagon 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 Web-based SOFTWARE PRODUCT:

- (a) You may run multiple Websites and provide multiple Webservices to your client users with a single license.
- (b) You may distribute client side web page plug-ins (e.g., ActiveX controls, Java applets and applications, Enhanced Compressed Wavelet (ECW) plug ins) to Users.
- (c) You may load this Web-based SOFTWARE PRODUCT on multiple machines within a cluster that is acting as a single web server, provided you have obtained the applicable number of Load Balancing Licenses or number of Cores from

Hexagon and the total number of map servers or number of Cores deployed do not exceed the quantity licensed.

- (d) Unless otherwise stated in the Installation Guide, you may only copy and distribute the Java script source files to support the Web-based 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 Installation Guide, 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 Hexagon.

3.1.5 Unless otherwise stated in the Installation Guide, for SOFTWARE PRODUCTS that are delivered with an Application Programming Interface ("API") and/or configuration set-up, you may use the API(s) to write your own extensions to the SOFTWARE PRODUCTS, and you may use configuration setup to configure the SOFTWARE PRODUCT, but only to the extent permitted by the API(s) and/or configuration setup. Insofar as Hexagon does not transfer to you any rights in its Intellectual Property (as that term is defined in Section 6.1.2) by allowing you to write your own extensions using the API(s) or to configure the software via the configuration set-up, you hereby agree and acknowledge that Hexagon retains all rights in its SOFTWARE PRODUCT, API(s), and configuration setup. Hexagon does not make any representations or warranties with respect to such extensions and/or configurations and to the maximum extent permitted by applicable law, Hexagon and its suppliers disclaim all warranties, either express or implied, relating to such extensions and/or configurations, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use and non-infringement. Your use of such extensions and/or configurations is solely at your own risk, and you hereby agree to indemnify and hold harmless Hexagon and its suppliers with respect to such extensions and/or configurations.

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:

3.2.1 You may not sell, rent, license, lease, lend or otherwise transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion thereof, to another company or entity (i.e. inter-company transfer) or person. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 You may not, and you may not authorize anyone else to, decompile, disassemble, or otherwise reverse engineer the SOFTWARE PRODUCT.

3.2.3 You may not, and you may not authorize anyone else to, work around any technical limitations in the SOFTWARE PRODUCT.

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, distribute, disclose, 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 Hexagon.

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 a Desktop-based SOFTWARE PRODUCT that is Node-Locked:

(a) You may not run the SOFTWARE PRODUCT for Web-based 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 Hexagon's prior written consent.

3.2.13 The SOFTWARE PRODUCT is not one hundred percent (100%) fault-tolerant. The SOFTWARE PRODUCT is not designed or intended for use in any situation where failure or fault of any kind of the SOFTWARE PRODUCT could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High Risk Use"). You are not licensed to use the SOFTWARE PRODUCT in, or in conjunction with, any High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. You hereby agree not to use the SOFTWARE PRODUCT in, or in connection with, any High Risk Use.

3.2.14 For a Web-based SOFTWARE PRODUCT:

- (a) You may not use the Web-based SOFTWARE PRODUCT to operate software as a service or hosting without the prior written consent of Hexagon.
- (b) You may not use a Load Balancing License (LOB) of the Web-based SOFTWARE PRODUCT detached of its Primary License.
- (c) You may not use Primary Licenses (and their allocated Load Balancing Licenses) ordered or delivered under a single part number (e.g. "product name – WORKGROUP") for other entities or organizations or at a different physical geographic address.
- (d) Core Restrictions for Hexagon APOLLO SOFTWARE PRODUCT: License fees and installation restrictions for Hexagon APOLLO SOFTWARE PRODUCTS may be based on the number of Cores present in the server on which the Hexagon APOLLO

SOFTWARE PRODUCTS are installed. The license type for APOLLO will be designated in the product descriptions set forth on the proposal, quote or packaging provided with the SOFTWARE PRODUCT. If your APOLLO SOFTWARE PRODUCTS are Core based, this section will apply. Each product can be licensed in multiples of four (4) Cores, up to a maximum thirty-two (32) Cores. You are responsible for determining the number of Cores on your host server and ordering the appropriate number of Core licenses. Each license of a Hexagon APOLLO SOFTWARE PRODUCT must be installed only on a single server. For example, an 8-Core license does not permit you to install two copies of a component, each on a 4-Core server. In a virtualized data processing environment, where hyper-threading, "virtual machine" technology or other similar techniques create "virtual processors" which do not necessarily correspond to the physical Cores present on the server, your usage rights depend on the relationship between the number of Cores for which you are licensed, the number of physical Cores present on the host server, and the number of processors available to the Hexagon APOLLO SOFTWARE PRODUCT in the virtualized environment, as follows: if the number of Cores for which you are licensed equals or exceeds the number of physical Cores present on the host server, then additional virtual processors created by hyper-threading or other methods of multi-tasking a physical Core do not violate your licensing restriction. However, if you wish to install the Hexagon APOLLO SOFTWARE PRODUCT on a host server having a greater number of physical Cores present than the number of Cores for which you are licensed, you must operate the Hexagon APOLLO SOFTWARE PRODUCT only within a "guest" virtual machine that accesses a maximum number of processors (whether virtual, physical or both) that is less than or equal to the number of Cores for which you are licensed.

3.3 Indemnification by You. You agree to hold harmless and indemnify Hexagon for any causes of action, claims, costs, expenses and/or damages resulting to Hexagon 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 or lease expires without being renewed. This EULA may be terminated (a) by you, by returning to Hexagon the original SOFTWARE PRODUCT or by permanently destroying the SOFTWARE PRODUCT, together with all copies, modifications and merged portions in any form; (b) by Hexagon, upon your breach of any of the terms hereof or your failure to pay the appropriate license or subscription fee(s); (c) upon your installation of an Upgrade that is accompanied by a new license agreement covering the SOFTWARE PRODUCT Upgrade; or (d) by expiration of the applicable license files, if this is a temporary license. 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) and certify such destruction in writing to Hexagon.

5.0 AUDIT. Hexagon 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. Hexagon 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, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by you. During the audit, you shall allow Hexagon's personnel to be provided reasonable access to both your records and personnel. The cost of the audit shall be paid by Hexagon unless the results of the audit indicate that you have underpaid fees to Hexagon, in which case, you agree to promptly pay Hexagon 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.

6.0 INTELLECTUAL PROPERTY.

6.1 Ownership.

6.1.1 Software. ALL SOFTWARE PRODUCTS ARE PROPRIETARY PRODUCTS OF HEXAGON AND ADDITIONAL THIRD PARTIES, AND ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL TREATIES. TITLE TO SOFTWARE PRODUCTS AND ALL COPIES, MODIFICATIONS AND MERGED PORTIONS OF A SOFTWARE PRODUCT SHALL AT ALL TIMES REMAIN WITH HEXAGON AND SUCH THIRD PARTIES. SOFTWARE PRODUCTS are licensed, not sold pursuant to this EULA. Hexagon and additional third parties retain all right, title and interest in and to all SOFTWARE PRODUCTS, including, but not limited to, all Intellectual Property rights in and to each SOFTWARE PRODUCT. All rights not expressly granted to you by this EULA or other applicable third party software license agreement or terms and conditions are reserved by Hexagon and such third parties. No source code is deliverable hereunder unless otherwise agreed to in writing by Hexagon. Additional information regarding Hexagon patents, including a list of registered patents associated with the Intergraph SOFTWARE PRODUCTS, is available at www.intergraph.com/patents.

6.1.2 Intellectual Property. You acknowledge and agree that Hexagon and third party manufacturers, as applicable, own all rights in and to Hexagon's and the applicable third party manufacturer's trade names, and no right or license is granted to you pursuant to this EULA to use such trade names. You also acknowledge and agree that Hexagon and third party manufacturers, as applicable, own all right, title and interest in and to all intellectual property relating to and for the SOFTWARE PRODUCT, including, without limitation, patents, trademarks, copyrights, inventions (whether registerable or not), trade secrets, concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs (collectively, "Intellectual Property"). If you bring a patent claim against Hexagon or any third party manufacturer over patents you claim are being infringed by the SOFTWARE

PRODUCT, your patent license from Hexagon and any applicable third party manufacturer(s) for the SOFTWARE PRODUCT automatically ends.

6.2 Intellectual Property Infringement.

6.2.1 Remedy by Hexagon. In the event the SOFTWARE PRODUCT is, in Hexagon's opinion, likely to or becomes the subject of a claim of infringement of any duly issued U.S. Intellectual Property, Hexagon 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 Hexagon 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 Hexagon, you agree to hold harmless and defend, at your sole cost and expense, all of Hexagon's right, title and interest in and to the SOFTWARE PRODUCT, as well as Hexagon's goodwill and reputation both in good faith and at a standard as if the claim is made against you. You shall reimburse Hexagon any defense expenses inclusive of reasonable attorneys' fees expended by Hexagon in defense of said claim, and pay any judgment rendered against Hexagon. You shall make such defense by counsel of your choosing and Hexagon shall reasonably cooperate with said counsel at your sole cost and expense. You shall have sole control of said defense, but you shall allow Hexagon to reasonably participate in its own defense and you shall reasonably cooperate with Hexagon with respect to the settlement of any claim. Notwithstanding the foregoing, Hexagon may at any time decide to take over any defense of Hexagon at Hexagon's cost and expense and you shall render full cooperation and assistance to transfer such defense to Hexagon and with respect to such defense.

6.3 DISCLAIMER OF INTELLECTUAL PROPERTY WARRANTIES AND LIMITATION OF LIABILITY. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES SET FORTH IN THIS EULA ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT AND THESE INTELLECTUAL PROPERTY LIMITED WARRANTIES ALONG WITH THE STATED REMEDIES REPRESENT THE FULL AND TOTAL WARRANTY OBLIGATION AND LIABILITY OF HEXAGON WITH REGARD TO INTELLECTUAL PROPERTY INFRINGEMENT. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES OR LIMITATION OF LIABILITY IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES AND LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS

AGREEMENT, THEN HEXAGON WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

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7.1 Hexagon warrants to you for a period of thirty (30) days from the date of shipment that the SOFTWARE PRODUCT delivery media will be free of defects in material and workmanship, provided the SOFTWARE PRODUCT is used under normal conditions and in strict accordance with the terms and conditions of this EULA. You agree to promptly notify Hexagon of any unauthorized use, repair or modification, or misuse of the SOFTWARE PRODUCT, as well as any suspected defect in the SOFTWARE PRODUCT delivery media.

7.2 Hexagon warrants that it has the right to grant you this license.

7.3 THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL WARRANTY OBLIGATION OF HEXAGON. THE LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF THIS WARRANTY SECTION DOES NOT ADHERE TO LOCAL LAWS, THEN THE MINIMUM WARRANTY TERM PRESCRIBED BY THE LAWS OF YOUR JURISDICTION SHALL APPLY.

8.0 WARRANTY DISCLAIMERS. ALL WARRANTIES PROVIDED PURSUANT TO THIS EULA ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED USE OR MISUSE OF A WARRANTED ITEM, INCLUDING, WITHOUT LIMITATION, USE OF A WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR UNAUTHORIZED MODIFICATION OR REPAIR OF A WARRANTED ITEM OR FAILURE TO ROUTINELY MAINTAIN A WARRANTED ITEM. EXCEPT AS SPECIFICALLY SET FORTH IN THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE PRODUCT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE PRODUCT IS PROVIDED "AS IS" AND YOU BEAR THE SOLE RISK OF USING THE SOFTWARE PRODUCT. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS

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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, Hexagon's entire liability and your exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) the modification, repair or replacement of the SOFTWARE PRODUCT; or (ii) termination of this EULA and a prorated refund to you of the actual amount you paid Hexagon 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. All replacements, Updates, and/or Upgrades made during the original warranty period will be warranted only for the remainder of the original warranty period. So long as Hexagon performs any one of the remedies set forth above, this limited remedy shall not be deemed to have failed of its essential purpose.

9.2 Hexagon 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.

10.0 RESTRICTIONS.

10.1 United States Government Restricted Rights. If the SOFTWARE PRODUCT (including any Updates, Upgrades, documentation or technical data related to such SOFTWARE PRODUCT) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section 10.1 also applies.

10.1.1 For civilian agencies: The SOFTWARE PRODUCT was developed at private expense and is “restricted computer software” submitted with restricted rights in accordance with the Federal Acquisition Regulations (“FAR”) 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).

10.1.2 For units of the Department of Defense: The SOFTWARE PRODUCT was developed at private expense and is “commercial computer software” submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations (“DFARS”) DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).

10.1.3 Notice: This SOFTWARE PRODUCT is “Commercial Computer Software” as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes “technical data” as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this “Commercial Computer Software” shall be in strict accordance with the manufacturer’s standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable third party software manufacturer(s) are the manufacturer. This SOFTWARE PRODUCT is unpublished and all rights are reserved under the Copyright Laws of the United States.

10.1.4 Government Reserved Rights: MrSID technology incorporated in the SOFTWARE PRODUCT was developed in part through a project at the Los Alamos National Laboratory, funded by the U.S. Government, managed under contract by the University of California (the “University”), and is under exclusive commercial license to LizardTech, Inc. It is used under license from LizardTech. MrSID technology is protected by U.S. Patent No. 5,710,835. Foreign patents pending. The U.S. Government and the University have reserved rights in MrSID technology, including without limitation: (a) The U.S. Government has a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on

behalf of the United States, inventions covered by U.S. Patent No. 5,710,835 and has other rights under 35 U.S.C. § 200-212 and applicable implementing regulations; (b) If LizardTech's rights in the MrSID technology terminate during the term of this EULA, you may continue to use the SOFTWARE PRODUCT. Any provisions of this license which could reasonably be deemed to do so would then protect the University and/or the U.S. Government; and (c) The University has no obligation to furnish any know-how, technical assistance, or technical data to users of MrSID technology and makes no warranty or representation as to the validity of U.S. Patent 5,710,835 nor that the MrSID technology will not infringe any patent or other proprietary right. For further information about these provisions, contact LizardTech, 1008 Western Ave., Suite 200, Seattle, WA 98104.

10.2 Export Restrictions. This SOFTWARE PRODUCT, including any technical data related to this SOFTWARE PRODUCT, is subject to the export control laws and regulations of the United States, including, but not limited to the U.S. Export Administrations Act. Diversion contrary to United States law is prohibited. This SOFTWARE PRODUCT, including any technical data related to this SOFTWARE PRODUCT and any derivatives of this SOFTWARE PRODUCT, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

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

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, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List (presently accessible at: https://build.export.gov/main/ecr/eg_main_023148).

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.

10.2.4 To any entity if you know, or have reason to know, that an illegal reshipment will take place.

If the SOFTWARE PRODUCT you received is identified on the media as being ITAR-controlled, this SOFTWARE PRODUCT has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations (ITAR). Export of this SOFTWARE PRODUCT from the United States must be covered by a license issued by the Directorate of Defense Trade Controls (DDTC) of the U.S. Department of State or by an ITAR license exemption. This SOFTWARE PRODUCT may not be resold, diverted,

or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license or ITAR exemption. Subject to the terms of this EULA, this SOFTWARE PRODUCT may be used in other countries or by other end users if prior written approval of DDTC is obtained.

You agree to hold harmless and indemnify Hexagon for any causes of actions, claims, costs, expenses and/or damages resulting to Hexagon from a breach by you or any User of the export restrictions set forth in this EULA. Any questions regarding export or re-export of the SOFTWARE PRODUCT or concerning ITAR restrictions, if applicable, should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

10.3 Territorial Use Restriction. Unless otherwise specifically permitted in writing by Hexagon, use of the SOFTWARE PRODUCT outside the country in which it is licensed is strictly prohibited.

10.4 Non-disclosure. You understand that Hexagon possesses information and data, including, without limitation, Intellectual Property, that was developed, created or discovered by Hexagon, or which has become known to or has been conveyed to Hexagon, which has commercial value in Hexagon's day-to-day business ("Confidential Information"). Hexagon considers such Confidential Information to be proprietary and confidential. You agree to treat and maintain as proprietary and confidential Hexagon's Confidential Information and any information or data provided by Hexagon, in whatever form, as you would treat your own proprietary and confidential information and data, but in any event, no less than with reasonable care, and to comply with all license requirements, copyright, patent, trademark and trade secret laws as they may pertain to any of Hexagon's Confidential Information or other information or data provided by Hexagon.

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 Hexagon 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 Hexagon relating to the subject matter of this EULA. This EULA may be amended only by a written instrument signed by both you and Hexagon; *provided however*, certain Intergraph SOFTWARE PRODUCTS and Upgrades may be subject to additional, or different, as applicable, terms and conditions contained in a EULA Addendum or separate EULA that is delivered with the applicable SOFTWARE PRODUCT or Upgrade. 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. Hexagon's address for Notices is Hexagon Geospatial, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

11.6 Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this EULA without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this EULA, without your approval, to (i) an entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service subject to this EULA; (ii) an entity which acquires all or substantially all of the product or product line assets subject to this EULA; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by you to sublicense, assign or transfer the license or the SOFTWARE PRODUCT, except as expressly provided in this EULA, is void and immediately terminates the license.

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.

11.14 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 redigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the 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.

HEXAGON END-USER LICENSE AGREEMENT

ADDENDUM FOR CERTAIN PRODUCTS

This Addendum is applicable to you in the event that the "SOFTWARE PRODUCT" is one that also makes use of the products identified below. If applicable, this Addendum ("Addendum") sets forth the terms of the Licensee's use of the SOFTWARE PRODUCT in addition to the terms of the END-USER LICENSE AGREEMENT ("EULA") provided to the Licensee at the time of purchase. This Addendum shall only apply to you if you use any of the products identified below by or through Hexagon. To the extent not inconsistent with this Addendum, all terms of the EULA shall apply to the use of the SOFTWARE PRODUCT. In the event of a conflict of terms between the EULA and this Addendum, this Addendum shall take precedence over the EULA. The EULA can be found at: https://sgisupport.intergraph.com/infocenter/index?page=support_policies

1.0. Geospatial Desktop Program. This section only applies if the "SOFTWARE PRODUCT" is that particular bundle of applications known as the "Geospatial Desktop Program."

1.1. Definitions.

1.1.1. "Effective Date" shall mean the date of delivery of the License Key(s) to Licensee, or such later date as specified in the Quote.

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

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 Hexagon 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 Hexagon 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. Hexagon 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 Hexagon 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 Hexagon 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 Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. You agree that Hexagon 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 Hexagon 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.

1.1.2. “Existing Products” - any Intergraph software products held by Customer prior to entering into this Agreement that are duplicative of one or more components of the Geospatial Desktop made the subject of this Addendum.

1.1.3. “License Key” shall mean the unique key provided to the Licensee by Hexagon for the run-time use of the SOFTWARE PRODUCT

1.1.4. “Licensee” shall mean an individual or single legal entity authorized by Hexagon to utilize the SOFTWARE PRODUCT pursuant to the EULA and this Addendum.

1.1.5. “Quote” shall mean a quotation for the License of Licensed Software submitted to Licensee by Hexagon or an authorized Hexagon partner, and associated maintenance and support services as described herein this Agreement.

1.2. License Grant. Provided you are not in breach of any term or condition of the EULA or this Addendum, Hexagon 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 the EULA and this Addendum. The license is non-transferable, except as specifically set forth in the 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.

1.2.1. License type and Mode: The SOFTWARE PRODUCT licensed pursuant to this Addendum shall be concurrent-use mode (CC) in accordance with Section 2.2.1(a) of the EULA.

1.3. Term. This Addendum and the rights granted to Licensee pursuant to this Addendum and the EULA shall begin upon the Effective Date and remain in effect for a period of twelve (12) months. This Agreement may be renewed in accordance with section 2.1 below. New License Keys and/or installation media will be issued annually upon renewal of this Agreement.

Approximately thirty (30) days prior to the end of the license term, Hexagon may submit a renewal Quote to the Licensee to renew the license(s) for the next subscription period at the prices provided in the renewal Quote. If the license(s) are not renewed at the end of the term, Licensee acknowledges that all rights and license grants provided by this EULA and this Addendum shall terminate upon expiration of the term described in Section 1.3 above.

1.4. Customer's Existing Products. *Any Existing Hexagon products held by Customer are not a part of this Agreement.*

1.4.1. Any Existing Products must be subject to a separate Hexagon maintenance agreement. Customer may choose to not renew maintenance for Existing Products only at the expiration of the term of any maintenance agreement applicable to Existing Products. Early maintenance termination is not permitted for Existing Products under this Addendum.

2.0. Geospatial SDK. This section only applies if the "SOFTWARE PRODUCT" is the Geospatial Portal SDK.

2.1. License Limitations for Sencha Products. You shall not distribute the Sencha Products in stand-alone form. You shall not provide license rights, consulting, training or other services with the standalone functionality of the Sencha Products. You shall not allow third parties to develop or use the Sencha Products on a standalone basis. Copies of the Sencha Products are licensed and not sold. You may not: (a) modify the Sencha Products or permit or encourage any third party to do so; (b) rent, lease or sell or otherwise provide temporary access to the Sencha Products to any third party; (c) use the Sencha Products in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Sencha Products; (d) modify, remove or obstruct any copyright or other proprietary rights statements or notices contained within the Sencha Products; (e) distribute the Sencha Products except as provided herein; (f) allow, assist or permit any others to do any of the foregoing. You agree to not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Sencha Products. You may only make a single copy of the Sencha Products for back-up purposes only.

2.2. Limitations on Use. You may only use the Geospatial Portal SDK and Sencha Products in combination with the Geospatial Portal. For the avoidance of doubt, "You" in this Addendum means an individual person. Only one person may use the Geospatial Portal SDK per license. You are the only authorized user of this licensed copy of the Geospatial Portal SDK and you may not allow anyone other than yourself to use the Geospatial Portal SDK.

3.0. Remote Content Management. This section only applies if the "SOFTWARE PRODUCT" is Remote Content Management and makes use of DotNetZip Library.

3.1. “**Contributor**” shall mean any person that distributes its contribution under this license.

3.2. If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

4.0. **IMAGINE GeoPDF PUBLISHER.** This section only applies if the “SOFTWARE PRODUCT” is the **IMAGINE GeoPDF PUBLISHER** product.

4.1. **Warranty Disclaimer.** Notwithstanding anything to the contrary herein, no warranty is provided with respect to the performance of **IMAGINE GeoPDF PUBLISHER**. For greater clarity **IMAGINE GeoPDF PUBLISHER** is provided on an ‘AS IS” basis.

4.2. **Limitation of Liability.** Hexagon, its licensors or its suppliers shall not be liable for any claims relating to or arising out of **IMAGINE GeoPDF PUBLISHER**, regardless of form, in connection with your use of **IMAGINE GeoPDF PUBLISHER**.

4.3. **Acceptance.** **IMAGINE GeoPDF PUBLISHER** shall be deemed accepted upon your installation of the same.

4.4. **Use Restrictions.** You may use the **GeoPDF PUBLISHER** only for your internal business use, and you may not use **IMAGINE GeoPDF PUBLISHER** to render any files other than GeoPDF files.

5.0. **Euclidean technology.** This section only applies if the SOFTWARE PRODUCT are APOLLO, ERDAS IMAGINE, Geospatial Portal or GeoMedia WebMap. These SOFTWARE PRODUCTS have Euclidean technology embedded within the final products and the intellectual property rights of such third-party technology remain with Euclidean. By installing and using these SOFTWARE PRODUCTS, you agree that you will not modify, reverse engineer, disassemble or decompile any Euclidean software, that you will not remove, obscure or alter any notice of patent, trademark, copyright or trade name.

6.0. **mTransformer.** mTransformer by myVR Software AS is delivered with the Hexagon Geospatial Provider Suite and Platform Suite products. mTransformer may be installed on any machine and used within an organization that has a valid license for any product from the Provider Suite or the Platform Suite.

7.0. ADDITIONAL TERMS FOR SPECIFIC SOFTWARE PRODUCTS.

7.1. GeoMedia Viewer 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.

7.2. 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 Hexagon, 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 Hexagon, 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 HEXAGON 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 Hexagon 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, Hexagon has no express or implied obligation to you to announce or introduce the Beta Software and that Hexagon 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 Hexagon, you will provide feedback to Hexagon regarding Beta Testing, including error or bug

reports. Upon receipt of a later unreleased version of Beta Software or release by Hexagon of a publicly released commercial version of the SOFTWARE PRODUCT, you agree to return or permanently destroy all earlier Beta Software received from Hexagon. 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 Hexagon's first commercial shipment of the publicly released commercial software.

7.3. 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. Hexagon 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.

7.4. 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 Hexagon program designed for educational or research institutions, or is received through an education grant from Hexagon), 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 Hexagon's Education Policy which is available from Hexagon upon request.

7.5. ImageStation and Geospatial SDI Software – Additional Terms. Some SOFTWARE PRODUCTS of the ImageStation and Geospatial SDI product families contain one or more dynamic link libraries (DLLs) that were built at least partially from open source code subject to the Code Project Open License (CPOL) 1.02 which may be found at <http://www.codeproject.com/info/cpol10.aspx>. By installing and using these SOFTWARE PRODUCTS, you agree that the terms of the CPOL license apply to the portions of such DLLs built with CPOL-licensed open source code.

7.6. ECW Browser Plug-in – Additional Terms. The Enhanced Compression Wavelet (ECW) browser plug-in SOFTWARE PRODUCT (“Browser Plug-in”) is designed to be used as a browser plug-in to view, within the Microsoft Internet Explorer, Google Chrome and Mozilla Firefox browsers (the “Browsers”), images created using ECW image technology. Browsers are not included with the Browser Plug-in. You may make and install as many copies of the Browser Plug-in as you need, as plug-ins to lawfully licensed Browsers on computers that you own or control. If you have a valid license to use Hexagon Enhanced Compression Wavelet (ECWP) server SOFTWARE PRODUCT (“ECWP Server Software”), you may also distribute copies of the Browser Plug-in to others whom you wish to authorize to access images residing on your ECWP server, provided you include this EULA with the distributed copies. All copies of the Browser Plug-in authorized as described herein are considered to be authorized copies. You may install and use the Browser Plug-in only to enable the Browsers to display images that are created with ECW image technology, and that are accessed via your licensed ECWP Server Software. The Browser Plug-in is licensed only for research, commercial, governmental, and educational purposes and is not licensed, and shall not be used, for personal, family, or household purposes.

8.0. AAIC and RINAV - Limits on use. Licensee may not use a single license of AAIC or RINAV for more than four (4) simultaneous jobs. Licensees desiring to execute AAIC or RINAV simultaneously on more than four (4) cores may purchase additional licenses.

Číslo nabídky: **N1018039/2**

Středočeský kraj
 Bc. Daniel Rokos
 Vedoucí oddělení informačních a komunikačních technologií
 Zborovská 11
 150 21 Praha 5

České Budějovice 15.08.2017

CENOVÁ NABÍDKA PRO STŘEDOČESKÝ KRAJ
GeoMedia Smart Client Advantage a Erdas IMAGINE Advantage
 – maintenance 3 roky

Vážený pane Rokosi,

tímto si Vám dovoluujeme předložit aktualizovanou nabídku na pravidelnou maintenance po dobu tří let na produkty **GeoMedia Smart Client Advantage** a **IMAGINE Advantage**. V celkové ceně je zohledněna sleva na tříleté období ve výši 10%.

1. CENOVÁ NABÍDKA

1.1. Celková cena pro pravidelnou tři roční maintenance včetně poskytnuté slevy

Produkt	Cena celkem bez DPH	DPH (21%)	Cena celkem včetně DPH
GeoMedia Smart Client Advantage – ONE MNT na 3 roky se slevou 10%	914 323,- Kč	192 007,83 Kč	1 106 330,83 Kč
IMAGINE Advantage MNT na 3 roky se slevou 10%	65 243,- Kč	13 701,03 Kč	78 944,03 Kč
Celkem	979 566,- Kč	205 708,86 Kč	1 185 274,86 Kč

1.2. Jednotkové ceny

V případě Vašeho zájmu jsme schopni poskytnout i následující služby:

Položka	Jednotka	Cena bez DPH
Instalace, upgrady, konfigurační, systémové a konzultační služby, vývojové práce	1MD	10 500,- Kč

2. PLATEBNÍ PODMÍNKY

- K cenám bude účtována základní sazba DPH ve výši 21 %, pokud zákon o DPH nestanoví jinak.
- O předání a převzetí díla bude sepsán a podepsán předávací protokol/specifikace jako podklad pro fakturaci.
- Cena bude placena na základě **ročních faktur** ve výši odpovídající 1/3 nabídkové resp. smluvní ceny.
- Splatnost faktur: **30 kalendářních dnů** ode dne vystavení faktury.

3. KVALITA A ZÁRUKY

- Naše firma má uzavřené pojištění odpovědnosti za škody způsobené třetím osobám - Pojistná smlouva s Kooperativou, pojišťovna, a.s., číslo smlouvy 7720755219 ze dne 29. 3. 2013 a platností od 1. 4. 2013 na dobu neurčitou, ve výši **15.000.000 Kč**.
- ČSN EN ISO 9001:2001 (standardy EU)
- ČSN EN ISO 14 001:2005 (standardy EU)
- ČSN OHSAS 18001:2008 (systém managementu bezpečnosti a ochrany zdraví při práci)
- **Rating MSP (B)** Hospodářské komory hlavního města Prahy.
- **Ochranná známka č. 230230**, zapsaná k datu 22. 1. 2001.

4. PŘÍLOHY

1. Hexagon Geospatial – Letter of Authorization
2. Návrh smlouvy

5. KONTAKTNÍ ÚDAJE

Nabídku vypracoval:

Bc. Eliška Šmelcová
obchodní manažerka

Adresa pracoviště:

GEFOS a.s.
Plánská 1854/6
370 07 České Budějovice

Děkujeme Vám za Váš zájem o naše služby a těšíme se na další spolupráci.



GEFOS a.s.
Kundratka 17⁽³⁾
180 82 Praha 8
DIČ: CZ25684213

Ing. Robert Šinkner, MBA
místopředseda představenstva
GEFOS a.s.