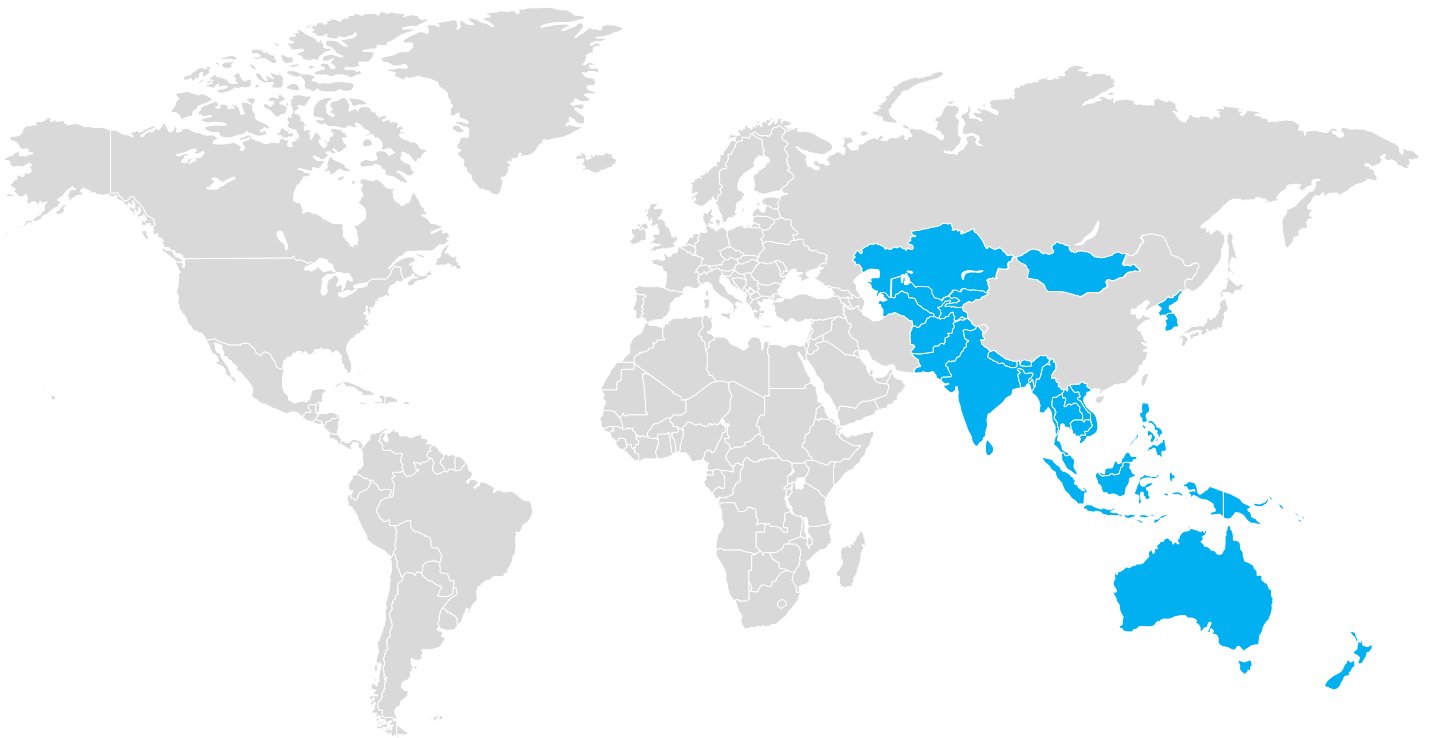


# General Software License and Update/Maintenance Terms and Conditions VG Software

(Singapore and other parts of Asia (except China and Japan),  
Australia, and parts of Oceania)



(Status as of: July 01, 2025)

## A.) Scope of Application

### 1. Languages

These General Software License and Update/Maintenance Terms and Conditions (Singapore and other parts of Asia (except China and Japan), Australia, and parts of Oceania) ("**Terms and Conditions**") are drafted in English—retrievable from the Volume Graphics website at <https://volumegraphics.hexagon.com/en/system/terms-and-conditions.html>.

### 2. Scope of application of these Terms and Conditions, General terms and conditions of Customer

2.1 The General Terms and Conditions shall apply to all existing and future business relationships with regard to the provision, use, and maintenance of software products of the VG software product line—including the conclusion of contracts—between Volume Graphics Pte. Ltd., 151 Lorong Chuan (Lobby H), #05-09, New Tech Park, Singapore 556741 ("**Hexagon**") and customers of Hexagon ("**Customer**").

2.2 The software products—or any updates or upgrades thereof—may include an interface to the Nexus cloud platform where applicable. Through this interface, the Customer may access the Nexus cloud platform and upload data from VG software directly to the platform using the platform's Metrology Reporting function. The Nexus cloud platform services and Metrology Reporting are stand-alone products and not part of VG software. The Nexus cloud platform and Metrology Reporting itself are governed by the terms of the Hexagon Manufacturing Intelligence Cloud Services Agreement. Use of the Nexus Services and Metrology Reporting requires a functioning internet connection, registration on the Nexus cloud platform and acceptance of the Hexagon Manufacturing Intelligence Cloud Services Agreement. In addition, some of the services of the Nexus platform are only available for a fee and must be purchased separately.

2.3 Training offers or other customized consulting services by Hexagon are subject to separate terms and conditions.

2.4 Any general terms and conditions of Customer are hereby objected to. They shall not be recognized even if Hexagon does not expressly object to them again after receipt.

2.5 References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall apply insofar as they are not amended, supplemented, or expressly excluded in these Terms and Conditions.

### 3. Subject matter of these Terms and Conditions

The provisions set out in Part B.) ("**License Terms**") apply to the provision and use of existing and future software products of the VG software product line, including associated dongles, license keys, or user documentation, which are provided by Hexagon to Customers for use and are subject to any License Agreement as may be entered into between Hexagon and the Customer from time to time. The provisions set out in Part C.) ("**Maintenance Terms**") apply to update and maintenance services for software products of the VG software product line and are subject to any Maintenance Agreement as may be entered into between Hexagon and the Customer from time to time. In addition to the License Terms and the Maintenance Terms, the general provisions set out in Part D.) ("**General Provisions**") apply.

## B.) Software License Terms

### 1. Services to be provided and services not included

1.1 If Customer acquires a license for a software product of the VG software product line (hereinafter "**Software**"), Hexagon shall provide Customer with a copy of the respective software product in object code as well as associated dongles, license keys, and user documentation and shall grant Customer a right to use the Software in accordance with the specific agreements made at the time of acquisition of the license ("**License Agreement**") and

the following license terms. In the event of any contradiction between the terms set out in the License Agreement and these License Terms, the terms set out in the License Agreement shall prevail in respect of the scope of work covered under the License Agreement.

1.2 Customer shall not be entitled to the transfer of the source program. Customer shall not become the owner of the copyrights to the Software and the user documentation. The copyright, all industrial property rights and other intellectual property, including trade secrets, shall remain with Hexagon. Copyright notices, serial numbers, and other features used for program identification must not be removed or modified.

1.3 Unless otherwise stipulated in the License Agreement, Customer shall be provided with the Software in its latest version.

1.4 Hexagon does not warrant or assume any liability or guarantee that the use of the Software is suitable for achieving the purposes pursued by the Customer. To the extent permissible by law, other than as set out in section D to these Terms and Conditions, any warranties in connection with the Software are expressly disclaimed.

1.5 Hexagon shall not be obligated to install or commission the Software at the Customer's premises. Furthermore, without conclusion of a separate update/service agreement, Hexagon shall not be obligated to provide maintenance services or technical support with regard to the Software.

## **2. Provision of the software, confirmation of the Terms and Conditions**

2.1 Unless the provision of the Software on a data carrier has been expressly agreed upon, the Software shall be made available by download via a web account on the web server to be set up for Customer after conclusion of the contract. For the purpose of downloading, Customer shall be granted access to the web account for a period of 12 days after the web account has been set up.

2.2 Customer must expressly confirm the validity of these Terms and Conditions when logging into the personal web account and/or when installing the Software—even if the Customer engages third parties to perform this.

2.3 Regardless of the license model, the Software must be installed on at least one computer of Customer in order to be able to use it. If a Floating License pursuant to Section B.3.3 (c) is purchased, the installation of Flexera's FlexNet license server on a central network server of Customer is also required.

2.4 Regardless of which license the Customer has acquired, if the Software is provided before payment of the license fee, Customer shall initially be granted a provisional license limited to eight weeks. After receipt of full payment, Customer shall be granted a perpetual license, unless otherwise stated below or set out in the License Agreement.

2.5 Customer shall provide complete and truthful information during the licensing process ("**Registration Data**"). Hexagon shall be entitled to process the information contained in the Registration Data in such a way as is necessary to be able to fulfil the License Agreement, these Terms and Conditions, any maintenance agreement and/or any other agreement in place between the Customer and Hexagon from time to time.

## **3. Granting of right to use the Software**

3.1 Subject to Hexagon receiving full payment of the agreed license fee, Hexagon grants to Customer the non-exclusive right to use the Software in accordance with the following terms and conditions. The license may be provided on the basis of either a dongle-bound license ("**Dongle License**"), a computer-bound license ("**Node-locked License**"), a network server-bound license ("**Floating License**"), a test license ("**Evaluation License**"), or a license intended for academic research and teaching ("**Academic License**").

3.2 The following special provisions apply to the respective agreed license models:

(a) **Dongle License:** When purchasing a Dongle License, Customer is granted the right to use the Software on any computer, provided that the dongle provided to Customer is used. After installation of the Software, a special license key is generated as part of the licensing process, which enables the use of the Software depending on the existence of a dongle and a valid license key generated for this dongle. Subject to the terms and conditions of the License Agreement, the Dongle License entitles Customer to permit its employees, freelancers, agency workers,

and temporary workers ("**Authorized Users**") to use the Software with the provided dongle for which the license key has been generated in accordance with these Terms and Conditions.

Any duplication of the dongle or other technical interventions in the dongle are not permitted. The license key is only valid for the dongle for which it was generated. A transfer of the license key to another dongle is neither possible nor permitted.

(b) **Node-locked License:** When purchasing a Node-locked License, Customer is granted the right to install and use the software on one computer per purchased license. After installation of the Software, a special license key is generated as part of the licensing process, which enables the use of the Software solely on that computer. Subject to the terms of the License Agreement, the Node-locked License entitles Customer to permit Authorized Users to use the Software on the computer for which the special license key was generated in accordance with these Terms and Conditions.

(c) **Floating License:** When purchasing a Floating License, Customer is granted the right to install and use the Software on any computer of a network within the respective territory for which the license was issued ("**Licensed Territory**"). Floating Licenses may be acquired either for a specific location of Customer ("**Local Floating License**") or for a specific country—in the case of Russia, Australia, India, Canada, the United States of America, and Mainland China for a specific geopolitical area of a country (referred to as a federal state, province, canton, region, federation district, or similar, depending on the country)—("**Country Floating License**") or for a specific time zone range ("**Continental Floating License**") or for worldwide use ("**Global Floating License**"). Subject to the terms and conditions of the License Agreement, the Floating License entitles Customer to permit Authorized Users to use the Software in accordance with these Terms and Conditions.

The use of the software is only permitted if both the Authorized User and the computer are located within the Licensed Territory and the right of use is not already exercised by another user. In order to be able to use the Software, the Authorized User must first retrieve the purchased license from the FlexNet license server each time the Software is started.

The use of the Software on the basis of a Floating License requires a permanent connection to the FlexNet license server, which is installed on a network server of Customer. This connection is established each time the Software is started and maintained by retrieving the license from the FlexNet license server for the duration of use. In addition, the Software may be used for a period of at most 7 days without connection to the network server (so-called "**Offline Borrowing**"). In the context of Offline Borrowing, the use of the Software on the respective computer over which the license was checked out for the purpose of Offline Borrowing is also permitted outside the Licensed Territory.

(d) **Evaluation License:** The Evaluation License—in form of either a Node-locked or a Floating License—grants Customer a temporary right to use the Software solely for the purpose of internal, non-commercial, and non-scientific testing to determine whether the Software meets Customer's requirements. The results generated during the evaluation process (e.g., images, animations, measurement or analysis results) may also only be used for internal evaluation of the Software and may not be used commercially or scientifically or published.

Unless otherwise specified in the individual case, an Evaluation License is valid for 30 days and cannot be extended. . If a copy of the Software has been made available to Customer for the purpose of evaluation and if Customer does not acquire a commercial license for the Software after evaluation, the Software must be uninstalled from the computer and irretrievably deleted after expiry of the Evaluation License.

(e) **Academic License:** If Customer is an educational institution and acquires a Dongle, Node-locked or Floating License in the form of an Academic License ("**Academic License**"), the following special terms shall apply unless otherwise agreed: (i) The Academic License grants Customer a right of use solely for the purpose of academic research and teaching. Customer may not use the Software under an Academic License for commercial purposes, in particular, for the provision of services to third parties, such as measurement services against payment. (ii) Authorized users of an Academic License are the members of the respective educational institution, in particular its university teachers, doctoral students, research assistants, and the students enrolled at the educational institution. (iii) Customer may permit its Authorized Users to use the Software solely for the purposes of academic research and teaching. Academic research and teaching presupposes that the results of the research are published or in the

public domain. Use for private research projects or projects subject to government regulation requires a commercial license.

3.3 With regard to remote access to the Software, the use of multiple instances of the Software and the use of dongle servers and comparable devices or software solutions, the following shall apply:

(a) **Remote Access:** In the case of a Dongle License or a Node-locked License, the use of the Software via remote access is not permitted; in the case of a Floating License, the use of the Software via remote access is permitted only if both the Authorized User and the computer that is being accessed are located within the Licensed Territory.

(b) **Use of Multiple Instances:** An Authorized User is permitted to start and run multiple Instances of the Software simultaneously on one computer. For the purposes of sentence 1, an Instance is a program start that can occur several times on one computer ("**Instance**"). In the case of Dongle Licenses and Node-locked Licenses, the use of multiple instances simultaneously on one workstation or evaluation computer by different users is prohibited, especially in the case of remote access. In the case of Floating Licenses, multiple instances of the Software may be started and run simultaneously on one workstation or evaluation computer by different Authorized Users—for example, by remote access of the Authorized Users, provided that the required number of Floating Licenses has been obtained. Each Authorized User requires a Floating License. If one and the same Authorized User accesses a workstation or evaluation computer via several workstation computers—either directly or remotely—and runs multiple instances of the Software while doing so, that the Authorized User requires a separate Floating License for each computer with which the Authorized User accesses the Software on the workstation or evaluation computer.

c) **Dongle Servers and Comparable Devices or Software Solutions:** The use of the Software using so-called dongle servers or other devices or software solutions that provide dongle licenses via a network is prohibited.

3.4 If the Software is an upgrade from a previous version, Customer may—subject to the provisions in Clause C.6.2—not continue to use the previous version of the Software once the upgrade version of the Software has been provided. Customer shall permanently uninstall and irretrievably delete versions of the Software that have become surplus to requirements, obsolete license files and license keys, and any copies made thereof. Dongles and any existing original data carriers must be returned to the place of business of Hexagon.

#### **4. Dongle license protection**

4.1 In the case of a Dongle License, the loss and/or theft of the dongle after issuance of a license file encoded on this dongle is equivalent to the loss of the right to use the Software. Except in the case of a VGiNLINE Dongle License, in order to prevent the loss of the right to use the software, Customer has the option of securing the continued use of the software even in the event of a possible loss of the dongle by means of a special license issuance method, the so-called "**Dongle License Protection**". This requires that the Customer is the holder of a perpetual Dongle License for VGSTUDIO, VGSTUDIO MAX, or VGMETROLOGY, VGMETROLOGY ES, in version 2.2 or higher.

4.2 When the fees for the Dongle License and the Dongle License Protection are fully paid, under the Dongle License Protection, instead of the perpetual license file, Customer will receive from Hexagon a license file for the Dongle, which is limited to 12 months from the invoice date. The software will notify Customer 90 days prior to the expiration of the license file that the license is about to expire, and that Customer must therefore contact Hexagon to obtain a new license file. Depending on whether a Dongle License Protection is agreed on again or not, this license file is also limited to 12 months or unlimited.

4.3 In the event that a perpetual license file for the relevant Software has already been issued and sent to Customer prior to the conclusion of the Dongle License Protection, Customer shall return the dongle on which the license file has already been installed to Hexagon. Prior to receipt of the dongle at Hexagon's place of business, Hexagon is not obligated to provide Customer with a dongle under Dongle License Protection. Customer shall be responsible for the loss of the returned dongle in transit. If the dongle is lost in transit, Customer may withdraw from the Dongle License Protection and reclaim any payment already made for the Dongle License Protection; in this case, Hexagon is not obligated to issue a replacement dongle under Dongle License Protection. Customer is therefore advised to take out appropriate transport insurance.

4.4 If the dongle is subject to Dongle License Protection, in the event of loss or theft of the dongle, Customer has the option to obtain a replacement for the dongle together with the associated license file for the remaining term of the license file against payment of a corresponding fee. The fee consists of a fixed handling fee and a variable replacement fee for the license file amounting to 2% of the gross list price for the software in its individual configuration per month or part thereof for the period between the notification of the loss of the dongle to Hexagon and the expiry of the 12-month period (= remaining term of the license file). The fee for the replacement of the dongle is to be paid in advance.

4.5 Hexagon reserves the right to refuse a renewal of Dongle License Protection in the event of multiple loss and/or theft of the dongle within a twelve-month term of Dongle License Protection.

4.6 Hexagon is entitled, within the framework of its general product policy, to discontinue the product "Dongle License Protection" at any time or to adjust the conditions under which it generally offers Dongle License Protection on the market.

## **5. General restrictions on use**

Customers shall be subject to the following general restrictions on use:

(a) Customer shall not be entitled to subject the source program of the Software to reverse engineering, to decompile it, to disassemble it, or to otherwise attempt to capture it. Customer shall not be permitted to edit, adapt, or extend the program or its documentation in any way, to modify it for use on other systems, or to translate it into other languages, unless this is expressly permitted by applicable law.

(b) Customer shall not be permitted to rent, lease, lend or sub-license the Software, including the dongle, license key, and associated printed materials, in whole or in part. Furthermore, Customer shall only be entitled to resell, transfer or assign the Software and its right to use the Software to a third party.

(c) Unless otherwise agreed, Customer shall not be permitted to copy, make publicly accessible, distribute, edit, or otherwise use the Software in whole or in part—whether within the context of a known type of use or in the context of a type of use unknown at the time of conclusion of the contract—unless expressly provided otherwise in these License Terms.

(d) Customer shall comply with all applicable laws and regulations when using the Software. In particular, any download or other import and re-export of the Software is permitted only in compliance with all applicable laws and regulations, including the laws governing the export of software technology.

## **6. Term, termination, and withdrawal**

6.1 Unless otherwise stated in these License Terms or unless the parties have agreed otherwise, Customer is granted the right to use the Software for an unlimited period of time. In the case of such a perpetual license, ordinary termination as well as partial termination is excluded.

6.2 If Customer is granted a term-based license, Customer's right to use the Software shall end upon expiry of the agreed period of use. Unless otherwise agreed, a term-based license has a term of 12 months, calculated from the first day of the month following the conclusion of the contract. If the parties have agreed on a license subscription, the term of the term-based license shall be extended after the expiry of the initial license period for a further 12 months in each case, unless one of the parties terminates the license subscription with three (3) months' notice to the end of a license period—for the first time to the end of the initial license period.

6.3 The statutory rights of Hexagon to withdraw from the contract or to terminate the contract due to breach of duty by Customer shall remain unaffected. Hexagon is in particular entitled to withdraw from or terminate the licenses and rights granted to the Customer if (i) Customer or any of its Authorized Users uses the Software beyond what is permitted under these Terms and Conditions and does not remedy the infringement within a reasonable period of time after a warning from Hexagon, (ii) Customer does not pay fees due—whether license fees or maintenance fees—within a reasonable grace period set by Hexagon, or (iii) Customer refuses to pay these fees.

6.4 Any notice of withdrawal or termination must be sent by mail or by e-mail.

6.5 Upon termination of the license, irrespective of the legal reason for the termination of the license, Customer is obliged to delete or destroy all copies of the Software in Customer's power of disposition, including all license keys, and to return any dongles to Hexagon's place of business upon Hexagon's request.

## **7. License purchases and maintenance of term-based licenses**

7.1 If Customer wishes to extend a license already acquired by Customer and covered by an update/service agreement by additional licenses ("**License Purchase**"), Hexagon may only agree to such a License Purchase if Customer also concludes an update/service agreement for the extended scope of the license or extends the existing update/service agreement to this extent.

7.2 If Customer extends a license already acquired by Customer and covered by an update/service agreement by so-called add-on modules or packages ("**License Extension**"), the update/service agreement for the Software shall be extended accordingly. Maintenance fees to be paid for the remaining maintenance term shall be paid by Customer upon License Extension.

7.3 In the case of term-based licenses granted against payment, the maintenance services are included for the duration of the license in accordance with the maintenance conditions in Part C.) of these Terms and Conditions and are compensated for with the license fee. A separate conclusion of an update/service agreement is not required in this respect. The license fee for term-based licenses shall be invoiced in advance for one contract year.

## **C.) Update/Maintenance Terms**

### **1. Validity of the maintenance conditions and subject matter of the maintenance agreement**

1.1 If Customer concludes an update/service agreement ("**Maintenance Agreement**") for a software product of the VG software product line, Hexagon will provide the following services (hereinafter collectively referred to as "**Maintenance**" or "**Maintenance Services**") with respect to the software product identified in the Maintenance Agreement (hereinafter "**Software**"):

- > Creation of a maintenance account (Section C.2)
- > Provision of updates to the Software available during the term of the contract (Section C. 3)
- > Technical support within Hexagon's regular hours of availability for the installation and use of the Software with respect to a version not older than 12 months at the time of the request (Section C. 4).
- > Treatment of reproducible errors of the respective then-current version of the software outside any warranty obligations of Hexagon (Section C. 5)

1.2 No further services are owed by Hexagon under the Maintenance Agreement. In particular, Hexagon is under no obligation to provide the following services under the Maintenance Agreement:

Adaptation of the Software to a hardware or software environment changed by Customer without the consent of Hexagon or adaptation of the Software to a changed operating system

- > Installation or commissioning of the software or of updates, upgrades, or patches
- > Treatment of errors which have been fixed by a new version of the Software or by an update, upgrade, or patch for the Software which has already been offered to Customer but which has been rejected by Customer without legitimate reason
- > Services for a software product with a release status that is generally no longer maintained by Customer
- > Consulting services that go beyond technical support or error treatment
- > Instruction or training of software users
- > On-site services at Customer's premises
- > Telephone hotline services outside the regular availability times

1.3 Hexagon shall provide the maintenance services upon the conclusion of the contract, but not before Customer has notified Hexagon of the operational use of the Software. In case of doubt, the notification shall be made by requesting the license file.

## **2. Maintenance account, system manager**

2.1 Hexagon shall set up a web account on the Hexagon web server for Customer for the duration of the Maintenance Agreement, which the Customer can access via the Hexagon website ("**Maintenance Account**"). For this purpose, Customer shall name a system manager with administrative rights as contact person immediately after the conclusion of the contract and provide Hexagon with his/her e-mail address. The data will be stored in the Maintenance Account and used for communication within the contractual relationship, in particular for the notification of the availability of new software versions.

2.2 Customer shall inform Hexagon immediately of any changes in the person of the system manager.

2.3 Customer shall keep the access data to the Maintenance Account confidential and store it safely. Customer shall prevent third parties from obtaining knowledge of the access data.

## **3. Updates**

3.1 Hexagon shall provide Customer with security updates, general error corrections, officially announced service packs and new releases of the Software (in each case individually and collectively "**Updates**"), and associated user documentation published during the term of the Maintenance Agreement. Updates are provided by download via the Maintenance Account. Available for download is the respective latest version of the Software. Customer will be notified electronically of the availability of an Update.

3.2 Hexagon strives for a continuous further development of the software, which is regularly made available through updates. However, there is no entitlement to further development of the software, a fortiori to extensive functional extensions or changes in the form of new modules or module extensions. If Hexagon offers new modules or module extensions, these can only be acquired on the basis of a separate agreement and against additional payment.

3.3 Updates may require a new version of the operating system used by Customer. Hexagon is not obligated to deliver or install new operating systems. The same applies with regard to any firmware or hardware required for the operation of the Software.

## **4. Technical support**

4.1 Hexagon shall provide technical support in English language during the term of the Maintenance Agreement. Technical support is limited to assisting Customer with specific technical questions relating to the installation use of the Software and is only owed to a reasonable extent to users of the Software who have familiarized themselves with the Software either through training or otherwise. Customer shall inform Hexagon of the appropriate contact persons that are authorized to make support requests on behalf of the Customer immediately after the conclusion of the contract (so-called "**Key Users**"). Customer shall inform Hexagon of any changes in the person of any Key User immediately.

4.2 Hexagon is not obligated to respond to requests made by means of communication other than by telephone or e-mail. Insofar as Hexagon provides technical support in individual cases using other means of remote communication or in additional languages, this shall be done solely as a gesture of goodwill and at its own discretion and shall not constitute a claim for the future, even in the event of reiteration.

4.3 Hexagon provides the respective current contact details of the Support team on the Hexagon website <https://volumegraphics.hexagon.com/r> under its successor URL) under the heading Services/Support.

4.4 In order to receive technical support, Customer must be authenticated as the holder of a Maintenance Agreement. Upon request, the Customer shall provide Hexagon with all information required by Hexagon for the purpose of authentication. In particular, this includes the license identification number (Lic-ID) assigned to Customer with respect to the Software.



## 5. Error handling

5.1 Hexagon undertakes to treat errors in the Software that materially affect the use of the Software or the business operations of Customer. An error within the meaning of these update/maintenance terms shall be deemed to exist if the Software, when used as intended in the intended system environment, does not exhibit the functionality of the Software as provided for in the license agreement and the user documentation. For errors of the Software that occur during the warranty period, the warranty provisions pursuant to Section D.5 of these Terms and Conditions shall apply exclusively.

5.2 Error handling shall include narrowing down the cause of the error, diagnosing the error, and remedying the error itself. The obligation to remedy errors only exists with regard to reproducible errors.

5.3 Customer 's claim to error handling shall not exist if Customer or a third party has made changes to the Software, unless the Customer proves that the error is not caused by the changes.

5.4 Customer 's error notification must be sent by e-mail to the respective current support e-mail address or via the support request form on the website. The message must contain a precise description of the error and list any error messages of the Software.

5.5 Hexagon shall decide on the time and manner of error handling at its reasonable discretion, taking into account the nature and severity of the error and the impact of the error on Customer 's business operations.

Error handling may in particular be performed by the following remedial actions:

- > The provision of new versions of the Software. These may be provided in form of so-called service packs or patches, which are to be installed in addition to the Software, or in form of full versions, which require a new installation of the Software (in each case individually and together "**Patches**"). Patches will be provided via the Maintenance Account.
- > The remote maintenance via remote access to Customer 's systems so that changes can be made to the software itself or to its settings.
- > The identification of workarounds by means of which the error can be circumvented.

5.6 Hexagon does not guarantee that an error will be cured at all or within a certain period of time. Nor is Hexagon obligated to ensure a certain availability of the Software.

5.7 Customer shall provide reasonable assistance to Hexagon in error handling. Upon request, Customer shall provide all data and documents and give information on all information required by Hexagon for error analysis and error correction. This includes in particular error reports, logs, screenshots, test data as well as information on the system environment and the software license.

Furthermore, Customer shall grant Hexagon remote access to the software and access to its own systems if this appears necessary in the context of error analysis and error correction. For this purpose, Customer shall maintain the necessary hardware and system environment at its own expense and shall establish the necessary connection to the public data network.

If Customer fails to comply with these obligations to cooperate, Hexagon shall not be responsible for any delayed or unfeasible error handling.

5.8 If, in the course of processing an error notification, it turns out that the reported error does not actually exist, Hexagon is entitled to demand separate reimbursement for the resulting expenditure in accordance with the price list valid at the time the service was provided.

## 6. Right of use

6.1 Customer 's right to use any Updates, Patches, or other data and information provided by Hexagon under the Maintenance Agreement, including associated user documentation and any dongles, shall conform with the right to use the Software to be maintained and shall be granted to the Customer subject to a condition precedent until full payment of the maintenance fee owed by Customer.

6.2 License files provided by Hexagon under the Maintenance Agreement may—without Customer having any claim thereto—be valid for several versions of the Software to facilitate the switch to a new version (at most, however, for versions of the current maintenance period as well as previous versions of the current and the preceding calendar year ). Software versions replaced by Maintenance Services may no longer be used by Customer as soon as the respective current license file no longer supports their use; Section B.3.4 sentence 2 shall apply *mutatis mutandis*.

## **7. Term, termination, performance period**

7.1 Unless otherwise agreed, the Maintenance Agreement shall become effective upon the unreserved acceptance of the maintenance agreement offer submitted by Hexagon and shall have a minimum term of 12 months, calculated from the first day of the month following the conclusion of the contract.

7.2 If the Maintenance Agreement was concluded with an Auto-Renewal Agreement, the Maintenance Agreement shall be renewed after expiry of the minimum term for a further 12 months in each case, unless it is terminated by either party with three (3) months' notice to the end of a contractual year—for the first time towards the end of the minimum term. If the Maintenance Agreement has a fixed term, the Maintenance Agreement ends with the expiry of the agreed term.

7.3 The right to extraordinary termination for material cause as well as the rights of termination according to sections D.2.2 and C.9.1 shall remain unaffected. A material cause shall be deemed to exist in particular if (i) Customer does not pay fees due—whether license fees or maintenance fees—within a reasonable grace period set by Hexagon, (ii) Customer refuses to pay these fees, or (iii) Customer or an Authorized User culpably despite a warning and setting of a deadline for remedial action by Hexagon violates the rights of Hexagon, in particular if Customer or an Authorized User uses the software beyond the extent permitted or violates the confidentiality obligations pursuant to section D.3.4 and D.3.5.

7.4 Any notice of termination must be sent by mail or by e-mail.

7.5 If Customer has lawfully acquired several licenses for the Software and has concluded a Maintenance Agreement for the Software under these licenses, Customer may only terminate the maintenance uniformly for the Software as a whole. The termination of the maintenance of the Software for one of the licenses only is not possible.

7.6 Maintenance Agreements that are not concluded at the time the license for the Software to be maintained has been purchased or that are not concluded before the expiry of a currently existing maintenance agreement for its immediate follow-up period shall enter into force retroactively to the invoice date of the software license purchased by Customer or to the day following the end of the term of the last maintenance agreement, as applicable. In this context, the date of conclusion of the contract in section C.7.1 shall be replaced by the effective date; otherwise, sections C.7.1 to C.7.4 shall remain unaffected.

If the maintenance-free period of a license is four (4) months or longer, the retroactive conclusion of a maintenance agreement pursuant to sentences 1 and 2 of this section C.7.6 shall not be considered if a new release version of the Software has been published in the meantime. In this case, an Upgrade of the Software to the latest release version is required before Customer is able to conclude a maintenance agreement for the Software.

7.7 Maintenance services can only be claimed by Customer during the term of the Maintenance Agreement. Hexagon is therefore only obligated to process error messages and technical enquiries from Customer if they are received by Hexagon support within the term of the Maintenance Agreement. Likewise, Customer can only obtain Updates and Patches during the term of the Maintenance Agreement. If Customer has not downloaded the provided software versions during the term of the Maintenance Agreement or has not applied for the associated license key during this period, Hexagon shall not be obligated to provide the relevant software version and/or the associated license key.

## **8. Remuneration**

Customer shall pay a maintenance fee for the maintenance services pursuant to Part C.) of these Terms and Conditions. The maintenance fee is a flat fee (i) that takes into account the fact that Customer is entitled to have defects remedied free of charge during the contractual warranty period, and (ii) that covers all maintenance services, irrespective of whether and how often Customer makes use of them. It will be invoiced in advance for one contractual year at a time.

## **9. Product discontinuation**

9.1 Hexagon is entitled to discontinue software products in whole or in part and to discontinue their technical support within the framework of its general product policy. If Hexagon discontinues the distribution of individual modules of the software to be maintained or the distribution of the software to be maintained in its specific configuration as a whole, Hexagon shall be entitled to terminate the Maintenance Agreement prematurely with three (3) months' notice to the end of the month for which the end of distribution of the software product concerned was announced.

If Customer has already paid the maintenance fee for the entire contract year in advance, Customer will be reimbursed by Hexagon on a pro rata basis for the remaining maintenance period of the prematurely terminated contract year.

9.2 Insignificant changes to the Software or individual modules of the Software, in particular the addition, restriction or discontinuation of individual functions, are not covered by Section C.9.1. The existence of the Maintenance Agreement shall remain unaffected by this.

## **10. Changes to the scope of licenses and maintenance**

10.1 Section B.7.1 of the License Terms shall apply to a License Purchase; Section B.7.2 to a License Extension. For the termination of maintenance in the event that the Customer has several licenses under maintenance, Section C.7.5 of these Maintenance Conditions applies. The maintenance of only a part of the licenses purchased by Customer for software products for which Hexagon offers maintenance services generally on the market is not possible.

10.2 If Customer does not acquire additional licenses or a license extension for the software that is subject to the Maintenance Agreement directly from Hexagon but from a company that is affiliated with Hexagon under company law, from an authorized sales partner or from any other third party, Customer must notify Hexagon thereof immediately.

## **11. Hexagon as subcontractor**

11.1 If Customer enters into an update/service agreement in respect of the Software with an authorized distributor of Hexagon or any other third party, the respective contractual partner of Customer shall be solely responsible for the maintenance. Insofar as the contractual partner does not provide maintenance services (such as technical support) in whole or in part itself but uses Hexagon or another company of the Hexagon Group locally responsible for Customer (hereinafter each individually referred to as "**Hexagon Company**" and collectively referred to as the "**Hexagon Companies**"), the respective Hexagon Company provides the maintenance services to Customer as a subcontractor of the respective contractual partner.

The Hexagon Companies are not responsible for the contractual promises of Customer's contractual partner. This applies in particular to maintenance services that the Hexagon Companies do not generally offer on the market themselves with regard to the Software. Within the scope of the maintenance services to be provided, the respective VG Company shall not provide any services beyond those set forth in this Part C.) of these Terms and Conditions, in particular it shall not grant any rights of use to the software to be maintained beyond those set forth in Section C.6 of these Terms and Conditions.

11.2 A current overview of the companies of Hexagon Group responsible for the sale and support of VG software can be found on the Hexagon website at <https://volumegraphics.hexagon.com/> under the heading Company/Contact.

## D.) General Terms and Conditions for Licenses and Software Maintenance

### 1. Payment terms

1.1 Unless otherwise agreed, the fees payable under this agreement—whether license, maintenance, or other fees—are determined in accordance with Hexagon's price list valid at the time the agreement is concluded.

1.2 Unless expressly stated otherwise, fees and prices are net plus statutory value-added tax, if applicable. Any applicable customs duties, taxes, and other levies shall be paid additionally by Customer.

1.3 Unless otherwise agreed, payments are due immediately upon receipt of the invoice without deduction and are payable within 30 days. Invoices shall be issued by letter or electronically at the discretion of Hexagon.

1.4 Hexagon is not obligated to implement special invoicing procedures such as web invoicing procedures, e-invoicing procedures, and similar programs at the request of Customer. If Hexagon agrees to such specifications of Customer, Customer shall reimburse the administrative expenses for this special service for each invoice in the form of a flat-rate surcharge of 5% on the net invoice amount, but not exceeding a maximum amount of SGD 1,200 per invoice.

1.5 Payments must be made by bank transfer to Hexagon's bank account as shown on the invoice. Credit cards or any type of charge cards are not accepted. Any bank charges for transfers from abroad are to be borne by the Customer.

1.6 If Customer fails to make any payment by the due date, then without prejudice to any other right or remedy available to Hexagon, Hexagon shall be entitled to carry out any or all of the following:

(a) suspend any further deliveries of the Software pursuant to the License Agreement concerned including these Terms and Conditions;

(b) suspend any further deliveries of Updates and Patches;

(c) suspend further performance of services pursuant to the Maintenance Agreement concerned including these Terms and Conditions; and/or

(d) charge Customer the interest (both before and after judgment) on the amount remaining unpaid at the rate of two per cent (2%) per month until payment in full is made.

1.7 Offsetting shall only be permitted to Customer in respect of claims that are uncontested by Hexagon or have been asserted in a legally binding manner. Customer shall only be entitled to a right of retention within the respective contractual relationship.

### 2. Price adjustment

2.1 Hexagon is entitled to adjust the periodic fees to be paid—whether license fees within the scope of a license subscription, maintenance fees within the scope of a maintenance agreement with auto-renewal agreement, or any other periodic fees to be paid—towards the end of a license period or contract year for the subsequent contractual period at its reasonable discretion to the development of the factors relevant for the price calculation. Adjustments shall be made in particular to changed wage or material costs—e.g., costs for the procurement of hardware and software, costs for the use of communication networks, or energy costs—or to changed economic or legal framework conditions; price increases customary in the industry shall also be taken into account. Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any declining costs in other areas.

2.2 Hexagon will inform Customer in text form of price adjustments at least six (6) weeks before they come into effect. The adjusted prices shall apply to license periods or maintenance agreement years that commence with or after entry into force of a price adjustment. A price increase shall be deemed to have been agreed if Customer

does not terminate the license subscription or the maintenance agreement within a period of 30 days from receipt of the notification towards the end of the current license period or contract year. Customer will be separately informed thereof again in the notification.

### **3. Special obligations of Customer, confidentiality, liability of Customer**

3.1 Customer shall protect itself adequately against data loss and shall back up the entire data stock at intervals appropriate to the application, but at least once a day, to ensure that the data can be restored with reasonable effort.

3.2 Customer shall, to the extent reasonable, observe the instructions given by Hexagon for the installation of the Software or in the context of error correction measures, software upgrades, or maintenance services when using the Software.

3.3 Customer must, to the extent reasonable, install the Software in a separate test environment prior to its productive use and test it for functionality and usability for the purposes intended by Customer, to reduce the risk of data loss or operational disruptions. This shall also apply to software versions which are provided within the scope of subsequent performance, error handling within the scope of the maintenance contract, or an update, upgrade, or patch, regardless of whether these are owed by Hexagon or provided as a gesture of goodwill.

3.4 Customer shall treat all confidential information of Hexagon or a company related with Hexagon pursuant to section 6 of the Companies Act (Chapter 50) that Customer obtains knowledge of in connection with the performance of the agreements made between Hexagon and Customer as confidential during the entire period of use of the Software and after discontinuation of its use, shall not make it accessible to any third party, and shall use it exclusively for the purpose of using the Software in accordance with the agreements.

This shall apply in particular to all confidential information about the Software, about methods and procedures used to create it, to documents and data carriers pertaining to the Software, their contents and associated correspondence as well as to all information obtained from a decompilation permitted by law.

Exempt from this obligation is information that can be proven (i) to have been lawfully known to Customer without any obligation to confidentiality or restriction of use prior to notification by Hexagon, (ii) to have become known to Customer at a later date from a third party without any obligation to confidentiality or restriction of use, without violation of any confidentiality agreement, legal requirement, or governmental order, (iii) to have already become public knowledge or generally accessible prior to being disclosed by Hexagon, or (iv) to have become public knowledge or generally accessible at a later date without this being due to a breach of this confidentiality obligation by Customer or its Authorized Users.

Customer shall oblige the Authorized Users to maintain confidentiality accordingly—even beyond the duration of existing employee or other cooperation agreements, unless they are already obligated thereto by law or otherwise on a contractual basis.

3.5 Customer shall take the necessary precautions to prevent unauthorized access or access by third parties to the Software and the confidential Information as defined in Section D.3.4.

3.6 Customer shall ensure and be liable that Authorized Users comply with the provisions of the License Agreement and/or the Maintenance Agreement and these Terms and Conditions.

3.7 Customer shall be liable to Hexagon for all damages resulting from the violation of its obligations from the License Agreement or the Maintenance Agreement or these Terms and Conditions and shall indemnify Hexagon against all claims of third parties arising therefrom, irrespective of the legal grounds.

3.8 If Customer or an Authorized User exceeds the restrictions imposed when using the Software, Customer shall be liable for any and all loss, expense or damage suffered by Hexagon for each case of infringement by the Customer. In addition, if the breach remains unremedied for seven (7) days after being called to the Customer's attention by written notice from Hexagon, Hexagon shall have the right to terminate these Terms and Conditions and any License Agreement and/or Maintenance Agreement and/or any other agreement then in place between

the Customer and Hexagon forthwith without compensation and without being liable therefor to the Customer in damages.

#### **4. Time of performance, place of performance**

4.1 Insofar as deliveries and/or services of Hexagon require regulatory approval, in particular an export license according to Strategic Goods (Control) Act, respective agreements with Customer shall only be concluded subject to a condition precedent of the granting of the regulatory approval. Customer shall provide all declarations and evidence required for the regulatory approval, in particular end-use declarations and/or import certificates. Customer shall be responsible for obtaining any import license that may be required.

4.2 Information provided by Hexagon regarding delivery and performance dates shall not be binding, unless Hexagon has designated them as binding in writing.

4.3 Delivery and performance periods shall be extended by the period of time in which Customer is in default of payment or fails to cooperate as necessary for the performance of the contract in a manner contrary to the terms of the contract—in particular the acts of cooperation pursuant to section C.5.7. In the event that Hexagon is prevented from performing the contract due to circumstances for which Hexagon is not responsible, the performance period shall be extended to a reasonable start-up period after the obstacle has ceased to exist.

4.4 Reminders and any setting of deadlines shall be sent in writing, by fax or by e-mail.

4.5 The place of performance is the registered office of Hexagon.

#### **5. Warranty**

5.1 Hexagon warrants that the Software provided under a License Agreement as well as versions and other components of the Software provided under a Maintenance Agreement (if any), when used in accordance with the contractual provisions, are free from defects at the time of the transfer of risk, that void or substantially reduce their value or their fitness for use as provided for in the relevant agreements made. This includes in particular, that their contractual use does not infringe any rights of third parties. Hexagon hereby expressly excludes any further warranties or guarantees, whether or not such warranties or guarantees are implied by statute or common law. In particular, Hexagon does not promise (i) any possibility of use or application in connection with other products, in particular software and hardware products, or (ii) the unrestricted operability of the Software in the event of changes in Customer 's hardware or software environment, in particular not to changes in Customer 's operating system. Such investments by Customer shall be made solely at Customer 's risk.

5.2 Customer must inspect the Software provided under a License Agreement as well as versions and other components of the Software provided under a Maintenance Agreement immediately after delivery, to the extent this is feasible in the proper course of business, and, if a defect becomes apparent, must immediately report the defect in writing, by fax or e-mail, including a brief description of the defect. If Customer fails to report a defect, the Software or respective maintenance service shall be deemed to have been approved, unless the defect was not identifiable during the inspection. If such a defect becomes apparent later on, the defect must be reported immediately after discovery; otherwise, the software or maintenance service shall also be deemed approved in view of this defect.

5.3 Material defects shall be remedied by Hexagon within a reasonable period of time after written notification, at Hexagon' option, either by rectification or subsequent delivery. If Hexagon's inspection does not reveal any defects that have been reported, or if a reported defect is due to faulty operation or malfunctions for which Hexagon is not responsible, the costs of the inspection or the additional costs thus incurred shall be borne by Customer.

5.4 In the event of defects in title, Hexagon warrants that it will provide the Customer with a legally flawless way to use the Software or equivalent software. Customer shall inform Hexagon immediately in writing if third parties assert property rights to the Software against Customer.

5.5 Withdrawal, reduction, or the assertion of damages in lieu of performance shall only be possible if Customer has specifically objected to the defect within the scope of its possibilities and Hexagon has either allowed a reasonable period for subsequent performance set for it by Customer to fruitlessly expire or the subsequent

performance has failed. Subsequent performance shall only be deemed to have failed after two unsuccessful attempts. The declaration of withdrawal or reduction as well as the assertion of damages in lieu of performance must be made in writing.

5.6 If the Software is extended or modified by Customer or by third parties, the warranty shall expire unless Customer can prove that the respective modification or extension is not the cause or contributory cause of the defect. No warranty shall be assumed for errors, malfunctions, or damage resulting from improper operation, use of unsuitable equipment/supplies, or unusual operating conditions.

5.7 To the extent permissible by law, the warranty period (liability for defects) shall be capped at a one-year period vis-à-vis any Customer. The above-stated limitation shall not apply in cases of injury to life, body, or health, in case of an intentional or grossly negligent breach of duty by Hexagon, or by a legal representative or vicarious agent of Hexagon, and in case of fraudulent concealment of a defect. The period shall commence in the case the Software is provided on a data carrier at the time of delivery; in the case the Software is made available by download upon receipt of the notification of the access data to the web account or upon receipt of the notification of the availability of Updates or Patches in the Maintenance Account.

## **6. Liability**

6.1 To the fullest extent permitted by law, Hexagon shall under no circumstances whatsoever (including without limitation, by reason of its performance, non-performance or partial performance, whether willful or otherwise), be liable to Customer for:

- (a) loss of profits, loss of anticipated profit, customer loss, loss of data, economic or financial loss or loss of opportunity, even if such damage or loss were reasonably foreseeable or Licensor had been advised of the possibility of Customer incurring the same; or
- (b) any special, indirect or consequential loss or damages whatsoever; and the following heads of damages or losses (whether claimed as special, direct, indirect or consequential losses or damages): and without prejudice to the foregoing, the Licensor's liability in any circumstances whatsoever (including without limitation, by reason of its performance, non-performance or partial performance, whether willful or otherwise) shall not exceed 50% of the ICustomer fee paid by Customer under these Terms and Conditions, the License Agreement and/or the Maintenance Agreement.

6.2 Hexagon shall be entitled to invoke the objection of contributory negligence. In the event of loss of data, Licensor shall only be liable for the damage that would have occurred if the data had been properly backed up by Customer, subject to the limits prescribed at Section D.6.1 above.

6.3 No action shall be brought by the Customer later than one (1) year after the date it becomes aware of the circumstances giving rise to a claim or the date when it ought reasonably to have become aware, and in any event no later than one (1) year after the end of the Warranty Period set out in Section D.5.7 above.

## **7. Audit**

Hexagon has a legitimate interest in preventing software piracy and is therefore entitled to verify the proper use of the Software, in particular whether the Customer is using the Software qualitatively and quantitatively within the scope of the software licenses Customer has acquired ("**Audit**"). In the case of VGINLINE dongle licenses, this also includes checking whether Customer's VGINLINE Installation in use matches with the specific VGINLINE Installation for which the VGINLINE Dongle License was originally acquired. To this end, Customer shall provide Hexagon with information, allow inspection of relevant documents and records, and permit an audit of the hardware and software environment in use. Hexagon may carry out the audit on-site on the premises of Customer during Customer's usual business hours or have it carried out by third parties bound to secrecy. Hexagon will ensure that the business operations are disrupted as little as possible by the on-site activity.

Each party shall bear the costs of an audit incurred by it. This shall not affect any claims of Hexagon due to a violation of the restrictions of use of a software license by Customer, which is determined in the course of such an audit.

## 8. Feedback

If Customer or an Authorized User of Customer provides Hexagon with recommendations or suggestions to Hexagon concerning the Software or its documentation, for example, suggestions for improvement with respect to existing modules or individual functions or ideas and suggestions for future developments of the Software, which may also include suggestions with respect to possible synergy effects to be achieved with other products and services of other companies of the Hexagon Group ("**Feedback**"), Hexagon as well as the companies of the Hexagon Group associated with it under company law may freely use such Feedback. By submitting the Feedback, Customer and/or its Authorized Users irrevocably grant Hexagon a non-exclusive, royalty-free, sub-licensable, and transferable right that is unrestricted in time, place, and subject matter to use such Feedback. However, Hexagon is under no obligation to use any Feedback.

## 9. Export provisions

9.1 Customer represent and warrants (i) that Customer is not located or domiciled in any country to which an export of the Software or of the Maintenance Services to be rendered by Hexagon is generally prohibited under the applicable laws in respect of economic and trade sanctions or the applicable export control laws and regulations, including but not limited to the relevant laws of Singapore, the Federal Republic of Germany, the European Union, the United Kingdom or the United States of America (hereinafter collectively referred to as "**Export Regulations**") and (ii) that Hexagon is not prohibited from delivering the Software to Customer or from providing Maintenance Services to Customer is not prohibited under the Export Regulations.

If, at a later point in time during an ongoing contractual relationship, an Export Regulation is issued or a sanction is imposed under the Export Regulations that prohibits Hexagon from delivering the Software to Customer or from providing Maintenance Services to Customer, Customer must inform Hexagon thereof immediately.

9.2 Hexagon shall not be obligated to fulfill contracts in violation of Export Regulations. If Hexagon determines that the delivery of the Software or the provision of Maintenance Services would violate Export Regulations, Hexagon shall be entitled to suspend such delivery and to end the contractual relationship with immediate effect.

9.3 Customer agrees not to ship, transfer, or export the Software to any country to which an export is prohibited under the Export Regulations or a sanction imposed under the Export Regulations. All rights of Customer to possess and use the Software shall terminate upon Customer's breach of this obligation.

9.4 Customer shall indemnify Hexagon upon first demand against all claims asserted by third parties, in particular authorities or organizations, against Hexagon or a company affiliated with Hexagon under company law due to a violation of the Export Regulations by Customer, due to an incorrect or incomplete statement by Customer relevant under export control law or in connection with an incorrect representation or a delayed or omitted notification by Customer within the meaning of Section D.9.1 and shall compensate Hexagon for all damages incurred by Hexagon or a company affiliated with Hexagon under company law in this connection.

## 10. Data protection

Each of Hexagon and the Customer shall comply with the Singapore Personal Data Protection Act 2012 ("**PDPA**") and any other applicable data protection laws, in particular if Customer grants access to its operations or its hardware and/or software.

Hexagon does not intend to process or use personal data on behalf of Customer. A transfer of personal data between the Customer and Hexagon may only take place in exceptional cases and as the ancillary result of contractual services rendered by Hexagon to the Customer. In such cases, prior to any such transfer, the Customer shall do all things necessary to ensure that the disclosure of personal data to Hexagon is compliant with the PDPA and applicable data protection laws.

When such transfer of personal data occurs, the personal data shall be treated by Hexagon in accordance with the PDPA. Hexagon will ensure that its agents undertake to also comply with the provisions of the PDPA.

In the event of any transfer of personal data which is not in the manner described above, the Customer and Hexagon shall enter into a written agreement satisfying the requirements of the PDPA.



It is acknowledged that Hexagon shall only be an intermediary of the Customer.

## **11. Transfer of the agreement**

11.1 A transfer of the agreements made between Hexagon and Customer to a third party is in principle only permissible with the consent of the other contracting party.

11.2 In deviation from Section D.11.1, Hexagon is permitted to transfer agreements concluded with Customer to a company directly or indirectly related to Hexagon in accordance with section 6 of the Companies Act, be it a company controlled by Hexagon or a company controlling Hexagon, without any consent of Customer being required.

## **12. Adaptation of these Terms and Conditions**

12.1 With regard to license subscriptions or Maintenance Agreements with an auto-renewal agreement, Hexagon is entitled to amend or supplement these Terms and Conditions at any time for operational purposes. The following types of amendments and supplements to these Terms and Conditions are in particular permissible and are regarded as amendments and supplements for operational purposes:

- > amendments and supplements to adapt the Terms and Conditions to the current legal situation, e.g., in the event of changes in the applicable laws and regulations or judicature or to comply with mandatory official or court decisions;
- > amendments and supplements to define additionally offered services by means of a contractual provision in the Terms and Conditions, provided that this does not adversely change services regulated to date to the detriment of Customer;
- > amendments and supplements to adapt the Terms and Conditions to technical advancements of the Software or to changes in the technical framework and internal processes, unless the contractual rights of Customer are not only insignificantly affected thereby;
- > if the changes or additions are not legally disadvantageous for Customer.

12.2 Customer shall be notified of any amendments or supplements within the meaning of Section D.12.1 no later than six (6) weeks before they come into force by e-mail to the last known e-mail address of the person responsible for the system pursuant to Section C.5.1. The amended or supplemented Terms and Conditions shall become an integral part of the existing agreement between the parties and shall, upon entry into force, replace the Terms and Conditions applicable to the agreement up to that point in time.

## **13. Miscellaneous provisions**

13.1 If any provision of these Terms and Conditions, a License Agreement or a Maintenance Agreement is invalid or unenforceable for any reason and in any jurisdiction, this shall not affect the validity of the remaining provisions. The failure of Hexagon to exercise or enforce any contractual right or provision shall not constitute a waiver of such right or provision.

13.2 These Terms and Conditions together with the License Agreement or the Maintenance Agreement, as applicable, constitute the final, exclusive, and comprehensive agreement with respect to the Software or the Maintenance Services for the Software and supersedes all prior and contemporaneous agreements between the parties with respect thereto.

13.3 In the event of any inconsistency between these Terms and Conditions and the terms of any License Agreement or Maintenance Agreement, the terms of the relevant License Agreement or Maintenance Agreement shall prevail over these Terms or Conditions.

13.4 Verbally agreed amendments or supplements to the agreements made between Hexagon and Customer including these Terms and Conditions are invalid. Agreements made in electronic form shall at least be provided with a simple electronic signature to prove their authenticity (e.g., using DocuSign or AdobeSign).

13.5 Hexagon is entitled to have all obligations fulfilled by third parties on behalf of Hexagon. In this case, Hexagon as contractual partner shall continue to guarantee the proper fulfilment of its contractual obligations towards

Customer and Customer shall accept the performance rendered as the performance of Hexagon. Notwithstanding anything in this section D.13.5, nothing in the contract shall operate to confer any rights on any third party and no other person other than Customer and Licensor may enforce any provision of the contract by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B).

13.6 The agreements made between Hexagon and Customer including these Terms and Conditions shall be governed by the laws of Singapore. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly and entirely excluded.

13.7 Any dispute arising out of or in connection with the License Agreement or the Maintenance Agreement including these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator to be appointed by the SIAC. The language of the arbitration shall be English.