



Hexagon Manufacturing Intelligence
Professional Services Terms and Conditions
(December 12 2022 Version)

These Professional Services Terms and Conditions (“**Terms**”) shall form an integral part of the Proposal, and any resulting contract for the sale or supply of Services entered into by and between Hexagon and Customer (each as defined below). Any acceptance by Customer of the Proposal, or issuance of a purchase order in response to any Proposal, is expressly limited to acceptance of these Terms. In the event of a conflict between the terms of the Proposal and these Terms, the terms of the Proposal shall prevail.

DEFINITIONS.

- 1.1 “**Affiliate**” means any entity that controls, is controlled by, or is under common control with a party to this Agreement; for the purposes of this definition, “control” means ownership, directly or indirectly, of more than 50% of the outstanding equity of an entity.
- 1.1 “**Agreement**” means these Terms, the Proposal, together with other terms and conditions referenced and incorporated in these Terms or the Proposal, as well as the corresponding Hexagon order acknowledgement (if any).
- 1.2 “**Customer**” means the customer entering into the Agreement with Hexagon, as identified in the Proposal, order acknowledgement, invoice or other order document.
- 1.3 “**Deliverables**” means any reports, scripts, code, or other work results that Hexagon delivers to Customer in the performance of Services under a Proposal.
- 1.4 “**Hexagon**” means the Hexagon group-affiliated legal entity entering into the Agreement with Customer, as identified in the Proposal, order acknowledgement, or other order document.
- 1.5 “**Party**” means Hexagon or Customer, and “**Parties**” means both of them.
- 1.6 “**Proposal**” means Hexagon’s proposal, quotation, or other Hexagon offer for Services, which incorporates (by reference or otherwise) these Terms.
- 1.7 “**Services**” or “**Professional Services**” means, for the purposes of these Terms, consulting, engineering services, custom software development, or other professional services (but excluding software maintenance or cloud services), if any,

Hexagon provides, or is obligated to provide, under the Agreement. Services includes Deliverables of the Services, if any.

- 1.8 Additional terms with specific meanings are defined near where they first appear in these Terms.

2 PROPOSALS; PURCHASE ORDERS; CREDIT. Proposals by Hexagon are open for acceptance within the period stated in such Proposal or, if no period is stated, within thirty (30) days from the date of the Proposal, provided that Hexagon may amend or withdraw any Proposal at any time prior to the receipt by Hexagon of the acceptance of a Proposal. Purchase orders may be placed by Customer in any commercially reasonable manner that Customer and Hexagon determine is appropriate, including electronic transmission. Each purchase order should reference the applicable Proposal and confirm the specific Services and prices. All orders are subject to acceptance by Hexagon. Proposals are made subject to approval by Hexagon of Customer’s credit. Credit approval, modification, or suspension is at Hexagon’s sole discretion. Hexagon reserves the right to correct clerical or typographical errors in any Proposal, order acknowledgement, or other order documentation without any liability on the part of Hexagon.

3 PAYMENT

- 3.1 Payment is due, without deduction or set-off, in accordance with the terms of any payment schedule set forth in the Proposal, and if no payment terms are set forth in the Proposal, then payment terms shall be as set forth in the order acknowledgement or invoice. Payments will be due and payable in the currency identified in the Proposal, and if no currency is identified in the Proposal, then in the currency identified in the order acknowledgement or invoice. Customer will refer to Hexagon’s Proposal, order acknowledgement, and invoice for other specific payment instructions.
- 3.2 Hexagon shall be entitled to charge interest on overdue amounts at the rate of one and one-half percent (1.5%) per month (or the maximum amount permitted by applicable law, if less) until actual payment is made in full. Customer will also pay costs of collection, including reasonable attorneys’ fees and collection agency fees, associated with

Hexagon's attempts to collect overdue amounts from Customer.

4 TAXES; TRAVEL; OTHER CHARGES

4.1 Prices quoted by Hexagon are exclusive of all applicable sales, use, value added, goods and services taxes, and other taxes (and all applicable tariffs, customs duties and similar charges), and Customer will be responsible for payment of all such taxes (other than taxes based on the net income of Hexagon), tariffs, duties and charges (and any related penalties and interest), payable in connection with the Agreement or the provision of Services. If Customer is claiming tax exemption status, Customer must provide a valid tax exemption certificate.

4.2 Unless otherwise agreed, required travel for Services will be billed at Hexagon's prevailing rates.

4.3 Hexagon reserves the right to charge the Customer, as an additional charge, for any additional work undertaken over and above that which would have been otherwise required, (including any expenses or financial penalties incurred by Hexagon) as a result of any instructions supplied by the Customer being incomplete, incorrect, inaccurate, illegible, out of sequence, in the wrong form, or provided to Hexagon too late to enable it to meet a deadline.

5 SCOPE OF SERVICES. Subject to the terms and conditions of these Terms, Hexagon will provide Services including any Deliverables in accordance with the service description in the Proposal. Services are provided as a separate and independent service even if mentioned together with the sale or licensing of products by Hexagon in the same Proposal. A Proposal may provide a time schedule for completion of the Services; such schedules shall not be considered firm or fixed performance dates and are only estimated dates for the tasks to be performed. In time-and-materials Services engagements, if an estimated total amount is stated in the Proposal, that amount is solely a good faith estimate for Customer's budgeting and Hexagon's resource scheduling purposes and not a guarantee that the Services will be completed for that amount.

6 CO-OPERATION. Customer will cooperate fully and in good faith with Hexagon in the performance of Services by, without limitation, providing or obtaining for Hexagon, in a timely manner and at no charge to Hexagon: (a) such access and use of Customer's premises or other facilities as reasonably required for Hexagon to perform the Services, if onsite performance of Services is agreed to; (b) such access and use of Customer's equipment, software, drawings, models, parts, data, information or tools ("**Customer Materials**") reasonably required for Hexagon to perform the Services; (c) complete, accurate and timely information, data and feedback as reasonably required to perform the Services; (d) all required licenses and consents to comply with all

applicable law in relation to the Services to the extent that such licenses and consents relate to Customer's business, premises, staff and/or Customer Materials; (e) complete information related to any restrictions on technical data, including export restrictions, that may impact Hexagon's selection of personnel to perform the Services; and (f) any Customer deliverables and other obligations required for the performance of the Services. Hexagon's performance obligations are contingent upon Customer's compliance with Customer's obligations. Hexagon shall not be responsible for failures or delays in performing Services due to Customer's delays or failure to comply with Customer's obligations. Customer acknowledges and agrees that, in performing the Services, Hexagon is entitled to base its conclusions on and rely on the accuracy and completeness of the information, data, material, and assumptions that are furnished by or on behalf of Customer, without any independent investigation or verification. In addition to any other remedies available, Hexagon is entitled to compensation for costs and expenses (such as travel expenses, cancellation and rebooking costs, non-productive labor hours and other personnel costs, and third-party expenses incurred by Hexagon), resulting from delays or re-scheduling caused by Customer.

7 CANCELLATION BY CUSTOMER. Once accepted by Hexagon, orders may not be cancelled, in whole or part, without Hexagon's prior written consent, which consent Hexagon may withhold in its sole discretion. Any cancellation requested by Customer and authorized by Hexagon shall be conditioned, among other things, on Customer indemnifying Hexagon in full for all loss (including loss of profit), liabilities, costs, charges and expenses incurred by Hexagon as a result of such cancellation. Hexagon reserves the right to adjust pricing on any remaining portion of the order, where a partial cancellation is permitted by Hexagon.

8 RIGHTS TO SUSPEND PERFORMANCE. If Customer fails to pay any invoice when due, or is otherwise in material breach, Hexagon may, without prejudice to any other right or remedy available to Hexagon, suspend its performance until Customer cures such breach. In addition to the foregoing, Hexagon may suspend performance if it has reasonable grounds for insecurity concerning Customer's performance.

9 CHANGES. Each Party may at any time propose changes in the scope or schedule of the Services. Hexagon is not obligated to proceed with any change until both Parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

10 OWNERSHIP; DELIVERABLES.

- 10.1 This Agreement does not transfer from Hexagon to Customer any intellectual or industrial property rights and all such rights in all hardware, software, technology, programs, scripts, tools, techniques, methodologies, algorithms, know-how, templates, information, data, documentation or other materials brought by Hexagon into any Services engagement, or which are created or developed by Hexagon in the course of or as a result of providing any of the Services, shall belong to Hexagon.
- 10.2 Subject to Customer's compliance with this Agreement, and Hexagon receiving full payment under the Agreement, Hexagon grants Customer a non-exclusive, non-transferable license to use the Deliverables, if any, provided by Hexagon for Customer's internal business operations. Customer shall not reverse engineer, decompile or disassemble the Deliverables.
- 10.3 The license to Deliverables granted in 10.2 does not apply to: (i) any products (including any application software), user manuals, training materials, or the like; (ii) Customer-provided materials or data (see Section 10.4 below) and Customer-Specific Output Data (see Section 10.5 below); or (iii) items licensed or otherwise provided under a separate agreement.
- 10.4 Customer retains its intellectual and industrial property rights in materials and data it provides to Hexagon for use in connection with the performance of Services. Customer grants Hexagon a non-exclusive right to use the Customer-provided materials and data in fulfilling Hexagon's obligations under this Agreement.
- 10.5 To the extent any Customer-specific output data is generated in the performance of Services from Customer's Confidential Information and delivered by Hexagon to Customer as part of the Deliverables under the Proposal ("**Customer-Specific Output Data**"), such Customer-Specific Output Data shall be owned by Customer, provided that Customer has fulfilled all its payment obligations under the Agreement. Any intellectual or industrial property rights relating to Hexagon or its suppliers' generation of such Customer-Specific Output Data (including without limitation, software, tools, programs, scripts, templates, algorithms, methodologies, and know-how used in the generation of such output) are owned by Hexagon (or its suppliers, as applicable).
- 10.6 Where training materials are delivered by or on behalf of Hexagon, subject to Customer's continued compliance with the terms and conditions of the Agreement, and payment of all applicable fees and charges, Hexagon grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use such training materials solely for internal personal training use by Customer's personnel for whom the training was purchased, and

subject to any other terms and restrictions identified by Hexagon or accompanying the training materials. Any further use, such as copying, modification, distribution, marketing, publication and disclosure to third parties, is not permitted without the written consent of Hexagon.

11 CUSTOMER RESPONSIBILITIES

- 11.1 Customer's Products. Customer acknowledges that any Services provided by or on behalf of Hexagon are only an aid in Customer's development of Customer's products and are not intended as a substitute for professional judgment or independent testing and verifying results or output. Customer further acknowledges that Customer is solely responsible for its products and for establishing adequate independent procedures for testing the accuracy of the Services and any output. Neither Hexagon nor its Affiliates or suppliers shall have any liability to Customer or any third party in respect to the quality or conformity of any products produced or sold by Customer.
- 11.2 Software Driving Industrial Machinery. To the extent the Services are to form part of a process that drives industrial machinery, Customer shall be solely responsible for verification, validation, cross-checking and testing of the results generated from the Services to ensure that the results are correct, safe and suitable, prior to the results being used on any industrial machinery or in any manufacturing process. Hexagon does not guarantee the correct or expected behavior of any industrial machinery that uses output generated from the Services whether directly or indirectly. **FAILURE TO CORRECT ERRORS MAY RESULT IN SERIOUS DAMAGE TO INDUSTRIAL MACHINERY OR INJURY OR DEATH OF PERSONNEL IN THE PROXIMITY OF THE MACHINE.** Any and all such outcome is solely Customer's responsibility.
- 11.3 Back-up of Data. Customer is solely responsible for backup of its data. Hexagon is not responsible for loss, corruption, recovery, storage, or backup of data.

12 CONFIDENTIAL INFORMATION.

- 12.1 "**Confidential Information**" means any non-public information and/or materials provided by a Party under this Agreement to the other Party and reasonably understood to be confidential. Each Party agrees to disclose only information that is required for the performance of obligations under the Agreement. Confidential Information excludes any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) the receiving party can demonstrate was rightfully in the receiving party's possession the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving party; or (iv) the receiving party rightfully obtains

from a third party without any duty of confidentiality.

- 12.2 Each receiving party will: (i) take all reasonable security measures to maintain the confidentiality of the other party's Confidential Information, but not less than the measures it uses for its own Confidential Information; (ii) use the other party's Confidential Information only for the purpose of exercising its rights and performing its obligations under this Agreement; and (iii) limit disclosure of the other party's Confidential Information to its employees and subcontractors (and its Affiliates' employees and subcontractors) that need to access such Confidential Information for the foregoing permitted purpose and are subject to legally binding obligations to maintain the confidentiality of the Confidential Information that are consistent with the obligations under this Section. The receiving party may disclose Confidential Information of the other party to the extent required by applicable law or order of a court or other government body or agency, but only if the receiving party provides prompt notice of that requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict the disclosure. The confidentiality obligations stated in this paragraph shall survive for five (5) years from the date of disclosure hereunder.

13 LIMITED WARRANTY; DISCLAIMERS.

- 13.1 Hexagon warrants to Customer that the Services will be performed in a professional manner consistent with generally accepted industry practice. This warranty shall expire thirty (30) days after the applicable Services completion date or the termination of the Services schedule, whichever occurs first. Hexagon's sole and exclusive obligation for breach of warranty will be, at Hexagon's option, to (a) use commercially reasonable efforts to re-perform the Services in a manner that conforms to the warranty, or (b) refund to Customer the fees paid by Customer to Hexagon for the nonconforming Services. The remedies set forth in this paragraph are Customer's sole and exclusive remedies for breach of warranty under this paragraph. NOTWITHSTANDING THE FOREGOING, APPLICATIONS SERVICES, TRAINING, PART PROGRAMMING, AND MEASURING SERVICES CARRY NO WARRANTY, EXPRESS OR IMPLIED, AND ARE PROVIDED ON AN AS-IS BASIS.
- 13.2 HEXAGON MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, NON-INFRINGEMENT, DESIGN OR SUITABILITY, QUALITY OF SERVICE, AS WELL AS ANY WARRANTY ARISING BY STATUTE,

OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. THE REMEDIES DESCRIBED IN THIS SECTION 13 ARE THE EXCLUSIVE REMEDY OF CUSTOMER FOR BREACH OF WARRANTY. HEXAGON DOES NOT WARRANT THAT THE OPERATION OF ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL BE FREE FROM ALL NON-CONFORMITIES.

14 LIMITATION OF LIABILITY.

- 14.1 NEITHER HEXAGON NOR ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES; FOR LOSS OF USE, PROFITS, REVENUE, SAVINGS, OR DATA; FOR COSTS OF PRODUCT RECALL, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS; FOR LOSS OF USE OF OR DAMAGE TO OTHER EQUIPMENT OR PROPERTY; OR FOR DOWNTIME OR BUSINESS INTERRUPTION; ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT (INCLUDING BREACH OF A REPRESENTATION OR WARRANTY), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHER LEGAL THEORY WHATSOEVER, EVEN IF HEXAGON HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY WARRANTY OR REMEDY IS HELD TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.
- 14.2 HEXAGON'S OR ITS AFFILIATES' OR SUPPLIERS' LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT, IN THE AGGREGATE, EXCEED THE AMOUNT ACTUALLY RECEIVED UNDER THE AGREEMENT BY HEXAGON FOR THE SPECIFIC SERVICES THAT IS THE SUBJECT MATTER OF, OR IS DIRECTLY RELATED TO THE CLAIM. NO CLAIM, REGARDLESS OF FORM MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO THE CLAIM HAS OCCURRED. TO THE EXTENT ANY APPLICABLE LAW LIMITS THE SCOPE OF THESE SECTIONS 14.1 OR 14.2, THE AGREEMENT SHALL BE INTERPRETED TO CONFORM TO SUCH LAW IN A MANNER THAT LIMITS HEXAGON'S AND ITS AFFILIATES' AND SUPPLIERS' LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW.
- 14.3 THE EXCLUSIONS AND LIMITATION SET FORTH ABOVE IN SECTION 14 SHALL NOT APPLY IN CASES OF: (I) FRAUD OR FRAUDULENT MISREPRESENTATION; (II) WILLFUL MISCONDUCT; (III) BODILY INJURY OR DEATH CAUSED BY HEXAGON'S

NEGLIGENCE; OR (IV) TO THE EXTENT THAT LIABILITY CANNOT BE EXCLUDED OR LIMITED ACCORDING TO MANDATORY APPLICABLE LAW.

15 TERMINATION. Either Party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and does not cure such breach within thirty (30) days of receipt of written notice of such breach. In addition, Hexagon may terminate this Agreement if Customer makes a general assignment for the benefit of its creditors, is the subject of an involuntary bankruptcy petition, or is otherwise subject to insolvency or dissolution proceedings. Termination shall not relieve Customer of any payment obligations accrued by Customer prior to the termination. Provisions that survive termination or expiration are those relating to payment, taxes, indemnification, limitation of liability, and others which by their nature are intended to survive.

16 INDEMNITY.

16.1 Hexagon shall, at its own expense and subject to the terms of this Agreement indemnify, defend and hold Customer harmless from and against any claim(s) brought against Customer by an unaffiliated third party alleging that the Deliverables or any portion thereof as furnished under this Agreement and used as permitted under this Agreement infringes a patent of the United States, Japan, or a member state of the European Patent Organization, or a copyright in any country, provided that Customer gives Hexagon prompt written notice of such claim, assistance and information reasonably requested by Hexagon, and the sole authority to defend and settle such claim. Notwithstanding the foregoing, Hexagon shall have no liability for any infringement arising from: (i) the integration or combination of the Deliverables together with other materials or products not supplied by Hexagon, if the infringement would have been avoided in the absence of such integration or combination; (ii) modifications to the Deliverables that were not authorized by Hexagon or were undertaken at the request of or direction of Customer, (iii) Customer's failure to use corrections or enhancements made available by Hexagon; or (iv) Customer's use of the Deliverables in a manner that does not comply with this Agreement. In the event that a final injunction is issued against the use of the Deliverables by Customer for reason of infringement, or if, Hexagon reasonably believes that the Deliverables are likely to become the subject of a claim of infringement, Hexagon may, at its sole option and expense, either: (i) substitute non-infringing materials of substantially similar functionality; (ii) modify the infringing Deliverables so that it no longer infringes but remains substantially similar in functionality; (iii) obtain for Customer, at Hexagon's expense, the right to continue use of such Deliverables; or (iv) if none of the foregoing is commercially feasible, Hexagon

will take back the infringing Deliverables, and grant Customer a refund for the fees actually paid to Hexagon for the same less any depreciation as calculated on a five-year straight-line basis commencing with delivery of the infringing Deliverable. THIS SECTION 16.1 STATES HEXAGON'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

16.2 Customer shall indemnify, defend and hold Hexagon harmless from and against any claim(s) brought against Hexagon by an unaffiliated third party (i) alleging that the Customer Materials or any portion thereof, infringes or violates any intellectual property, privacy or data protection rights or laws; (ii) arising out of Customer's products; (iii) arising out of Customer's use of the Services, except for third party claims for which Hexagon is responsible under Section 16.1.

17 FEEDBACK. If Customer provides Hexagon or Hexagon Affiliates with feedback, recommendations, or suggestions about Hexagon's products or services ("**Feedback**"), then, Hexagon and its Affiliates may use such Feedback without obligation to Customer, and Customer hereby irrevocably grants to Hexagon and its Affiliates a perpetual, irrevocable, worldwide, sublicensable, royalty-free right and license to use that Feedback.

18 EXPORT COMPLIANCE.

18.1 Customer shall comply with all applicable export control and sanctions laws and regulations, including those of the European Union and the United States. Customer shall not export, re-export, transfer or download any Deliverables or technical data in violation of applicable laws or the Agreement. Upon Hexagon's request, Customer shall promptly cooperate with Hexagon and provide Hexagon with any end-user certificates, affidavits, or other documents reasonably requested by Hexagon in connection with the exporting or importing of any items under this Agreement.

18.2 Customer represents and warrants that Customer: (i) is not a national of or located within Cuba, Iran, Syria, North Korea, or the Crimea, Donetsk, or Luhansk regions of Ukraine; (ii) is not identified on any E.U., U.S., or other applicable government restricted party lists, (iii) will not, unless otherwise authorized under applicable export control laws, use the Services (or any related technical data) in connection with any restricted end use. Customer shall indemnify and hold harmless Hexagon and Hexagon Affiliates from and against any and all claims, actions, proceedings, investigations, fines, losses, liabilities, costs and damages arising out of or relating to Customer's noncompliance with this Section 18.

18.3 Customer shall not transmit or otherwise provide any export-controlled technical data to Hexagon

unless Hexagon has agreed to receive such information, and the Parties have agreed in writing on protocols for the secure transmission and handling of such information.

19 NON-SOLICITATION. Customer shall not, during the term of the applicable Services engagement and for one year thereafter, solicit for hire as an employee, consultant or otherwise any of Hexagon's personnel who have had direct involvement with the Services, without Hexagon's express written consent, provided, however, that Customer shall not be precluded from hiring any personnel of Hexagon who responds to any public notice or advertisement of an employment opportunity.

20 GENERAL.

20.1 Entire Agreement. This Agreement constitutes the entire agreement between Hexagon and Customer with respect to the subject-matter thereof, and supersedes all prior or contemporaneous agreements or representations, written or oral, with respect to the subject-matter. This Agreement may not be modified except in a writing signed by the authorized representatives of the Parties, or as otherwise permitted herein. It is expressly agreed that the terms of the Agreement shall supersede the terms in any Customer purchase order, procurement internet portal, or any other similar Customer instrument, and no additional or different terms included in any such purchase order, portal or other Customer instrument shall apply.

20.2 No Waiver. Failure of Hexagon to exercise or reserve any right or remedy shall not be construed as a waiver thereof or of any other right or remedy.

20.3 Severability. If any term within this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

20.4 Force Majeure. Neither Hexagon nor its Affiliates or suppliers will be liable or responsible for delay or failure to perform any obligations under the Agreement occasioned by any cause beyond their reasonable control, including but not limited to war; terrorist acts; civil disturbance; epidemic; labor unrest; shortage of raw materials; fire; flood; earthquake; acts or defaults of common carriers or suppliers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to their reasonable control.

20.5 Assignment. The Agreement shall inure to the benefit of and be binding upon the Parties hereto

and their respective successors and permitted assigns. Customer may not assign or transfer, by operation of law or otherwise, the Agreement (or any rights or obligations hereunder), without Hexagon's prior written consent. Any attempted assignment or transfer in violation of the foregoing shall be void. Hexagon may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance under the Agreement without Customer's consent to Hexagon Affiliates and successors. Hexagon, in its sole discretion, will determine the personnel assigned to perform any Services, and may perform its obligations through Affiliates, third-party representatives, or subcontractors.

20.6 Electronic Signatures. Signed copies of the Agreement transmitted via facsimile transmission, by electronic mail in .pdf or other reliable electronic form, will have the same effect as physical delivery of the paper document bearing the original signature. The Parties agree that electronic signatures may be used and shall be treated, for purposes of validity, enforceability as well as admissibility, the same as written signatures.

20.7 Notices. Notices required under the Agreement shall be in writing. Notices shall be effective upon receipt.

20.8 Governing Language. In the event of translation of these Terms to a language other than English, the English language version shall govern in the event of a conflict.

20.9 Authorization. If Customer is a company or other legal entity, then the person agreeing to this Agreement on behalf of the company or entity represents and warrants that such person is authorized and lawfully able to bind that company or entity to this Agreement.

21 CHOICE OF LAW / JURISDICTION. The Agreement and any disputes arising out of or in connection with the Agreement shall be governed by, construed, interpreted, and enforced in accordance with the substantive and procedural laws the laws of the country (or "state" if the USA, or "province" if Canada) in which Hexagon has its business address as set forth in the Proposal, without regard to conflict of law principles and excluding the UN Convention on Agreements for the International Sale of Goods. Customer agrees to submit to the exclusive jurisdiction of, and venue in, the country (or "state" if the USA, or "province" if Canada) in which Hexagon has its business address in any dispute arising out of or relating to the Agreement. Notwithstanding the foregoing or anything to the contrary, Hexagon shall have the right to bring claims or actions in any court of competent jurisdiction where Customer is incorporated, domiciled, conducts business, or holds assets.

22 JURISDICTION-SPECIFIC TERMS.

22.1 **Canada.** For Customers in Canada, the following additional paragraph shall apply:

Les parties confirment que l'accord-cadre et toute la documentation connexe sont et seront en anglais. (Translation: "The parties confirm that the Agreement and all related documentation is and will be in the English language.")

22.2 **France.** For Customers in France, the first sentence of Section 3.2 of the Agreement is replaced with the following:

"3.2 Hexagon shall be entitled to charge interest on overdue amounts at the rate of one and one-half percent (1.5%) per month (or the maximum amount permitted by applicable law, if less) until actual payment is made in full, in addition to collection fees in the amount of forty (40) Euros which shall be increased if costs incurred in collecting the overdue amounts exceed such amount."

22.3 **Japan.** For Customers in Japan, the following additional paragraph shall apply:

"Exclusion of Anti-Social Forces. Hexagon and Customer represent and warrant to the other party that they are not, and will not in the future be Anti-

Social Forces (also known as "boryokudan", "bouryokudan kanren kigyou", "sokaiya", "shakai undotou hyobo goro", or "tokushu chinou boryoku shudan"), and that they are not, and will not in the future be, involved in any way with Anti-Social Forces. In the event that Hexagon or Customer is found to be in breach of any of the representations or warranties in this paragraph, the other party may immediately terminate this Agreement."