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Effective Date: 19 January 2024

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- 1.3. "ECW" stands for Enhanced Compressed Wavelet.
- 1.4. "ECWP" is the Enhanced Compressed Wavelet Protocol, by which ECW and JPEG2000 files residing on a Server may be streamed to a Mobile Application and Decoded using the SDK.
- 1.5. "Encode" means to compress data using ECW technology or to otherwise compress using the SDK.
- 1.6. "Library" means file of computing functions, compiled, linked, and saved separately from the processes that use them, intended for use by programmers in connection with their development of applications that use the library.
- 1.7. "Mobile Application" means software products that You develop or maintain and are capable of running on a Mobile device to provide an image decoding capability.
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8.1 In the event the SDK does not substantially comply with the limited warranties set forth in this License Agreement, Intergraph's entire liability and Your exclusive remedy shall be, in Intergraph's sole and absolute discretion, either (i) the modification, repair or replacement of the SDK; or (ii) a prorated refund to You of the actual amount You paid Intergraph for the SDK for the period of time that the SDK did not substantially conform to the limited warranties set forth in this License Agreement.f

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

9. AUDIT.

Intergraph shall have the right, during Your normal business hours, to audit Your use of the SDK and Your compliance with the provisions of this License Agreement. Intergraph will provide You with thirty (30) days prior written notice of an audit. The right of audit shall be limited to twice per calendar year. Prior to the start of an audit, Intergraph's personnel will sign a reasonable non-disclosure agreement. During the audit, You shall allow Intergraph's personnel to be provided reasonable access to both Your records and personnel. The cost of the audit shall be paid by Intergraph unless the results of the audit indicate that You have underpaid fees to Intergraph, in which case, You agree to promptly pay Intergraph any differences in such fees associated with your use that exceeds the license rights granted to you by the License Agreement, and You further agree to bear all costs associated with the audit.

10. RESTRICTIONS.

10.1 United States Government Restricted Rights. If the SDK is licensed, purchased, or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section 10.1 also applies.

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

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

10.1.3 Notice: This SDK is "commercial computer software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "commercial computer software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Intergraph and any applicable third party software manufacturer(s) are

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10.1.3. To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List (http://export.gov/ecr/eg_main_023148.asp).

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

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

10.1.6. You agree to hold harmless and indemnify Intergraph for any causes of mutations, claims, costs, expenses and/or damages resulting to Intergraph from a breach by you or any User of the export restrictions set forth in this Agreement. Any questions regarding export or re-export of the Software should be addressed to Intergraph's Export Compliance Department at 19 Interpro Road, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

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11. BETA SOFTWARE

If the SDK You received with this License Agreement is pre-commercial release or beta software ("Beta Software"), then the following additional terms apply. To the extent that any provision in this section is in conflict with any other terms or conditions in this License Agreement, this section shall supersede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. You shall hold all information concerning Beta Software and Your use and evaluation of such information and the Beta Software (collectively, "Beta Software Information") in confidence and with the same degree of care You

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12. MISCELLANEOUS

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

12.2. Waiver of Jury Trial. Intergraph and you Each hereby waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to this eula. Both intergraph and you (I) certify that no

representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver; and (II) acknowledge that both Intergraph and you have been induced to enter into this LICENSE AGREEMENT by, among other things, the mutual waivers and certifications in this waiver of jury trial.

12.3. Injunctive Relief; Cumulative Remedies. In addition to the termination right set forth above, You acknowledge that Intergraph will be irreparably harmed if You breach this License Agreement or infringe or otherwise violate the intellectual property rights of Intergraph, that damages or other remedies at law would be inadequate, and that Intergraph shall be entitled to equitable relief, including temporary restraining orders and preliminary and permanent injunctive relief against any such breach or violation, without any requirement of bond or other security.

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

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

12.6. Entire Agreement. This License Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussion(s) between them. No modification of or amendment to this License Agreement, nor any waiver of any rights under this License Agreement, will be effective unless set forth in writing signed by officers of both parties hereto.

12.7. Notices. Any notice to Intergraph required or permitted by this License Agreement shall be in writing and either delivered by hand or sent by prepaid, registered or certified mail, return receipt requested, or by nationally recognized overnight courier service, addressed to Intergraph Corporation, attention: SGI Senior Divisional Counsel, 19 Interpro Road, Madison, AL 35758, USA.

12.8. Assignment and Binding Effect. You may not transfer or assign Your rights or obligations under this License Agreement without the prior written consent of Intergraph. This License Agreement will be binding upon and inure to the benefit of the parties hereto, and to Intergraph's successors and assigns and Your permitted successor and assigns, if any.

12.9. Partial Invalidity. If any provision of this License Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

12.10. No Waiver. No waiver of any term or condition of this License Agreement will be valid or binding on either party unless the same will have been mutually assented to in writing by an officer of both parties. Intergraph's decision at any time to refrain from enforcing any of the provisions of the License Agreement, or the failure to require at any time performance by You of any of the provisions of this License Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of an effort by Intergraph to enforce each and every such provision thereafter.

12.11. Interpretation. Headings are provided for convenience but are not part of this License Agreement. Words in the plural have the same meaning as words in the singular, except

multiplied. Defined conjugate verbs have the same meaning as the defined derivative, modified as appropriate in context. (For example, Decoding has similar meaning to the defined term Decode.)

APPENDIX A

Required EULA Terms for ERDAS ECW/JP2 Mobile Read-Only Redistributable SDK Mobile Applications

You shall distribute the Mobile Application to end users with an End User License Agreement ("EULA") in a manner that forms a contract binding the end user to the EULA terms under applicable law. You shall provide clear notice to end users before or at the time of delivery of the Mobile Application that the Mobile Application contains technology owned by Intergraph. You may include in the EULA additional notices or other provisions, so long as they are no less protective of Intergraph than the terms set forth below.

The EULA shall contain the following terms or legally equivalent terms, where "You" refers to Your end-user:

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