



DIR-CPO-4643

APPENDIX D

SIMMETRY – SOFTWARE END USER LICENSE AGREEMENT

ENABLING ARTICLES

DIR Contract No. DIR-CPO-4643 and this software end user license agreement (this "Software End User License Agreement" or "EULA") is a binding agreement made between Fugro USA Land, Inc., a Texas corporation with address at 6100 Hillcroft, Houston, Texas, 77081, USA ("Fugro" or "Owner") and _____ a _____ with address at _____ ("You" or "Licensee") (each a "Party" and collectively the "Parties").

In consideration of Licensee's payment of the License Fee described below and, if applicable, payment of an annual Support and Maintenance Fee, and Licensee's acceptance of, and agreement and adherence to, the terms and conditions of the Software End User License Agreement set forth in Exhibit "A" attached hereto and incorporated herein for all purposes, Owner will grant to Licensee the License described in the Exhibit "A" terms and conditions subject to all provisions contained in in this EULA for the software described below (the "Software"). In the event of conflict between these Enabling Articles and Exhibit "A", the provisions of Exhibit "A" shall prevail.

1. **Software to be licensed.** The non-exclusive, non-transferable, non-sublicensable, personal, limited license to be granted to Licensee shall be for the following Fugro Software(s):

_____.

2. **Authorized Location of Installation.** Licensee accepts and agrees to install the Software in accordance with the terms and conditions set forth in Exhibit "A".

3. **Type of License.** Licensee accepts and agrees to purchase a License, as described and defined in Exhibit "A" and governed by the applicable provisions below in these Enabling Articles to use the Software, pursuant to the selection made below (choose "Yes" for either option (a) or (b), but not both):

(a) **Annual License.** Yes _____ or No _____.

(b) **Perpetual License.** Yes _____ or No _____.

4. **Annual License:**

(a) **Period of Performance.** The initial one-year Period of Performance will:

Begin on dd/mm/yyyy and continue through dd/mm/yyyy.

(b) **Annual License Fee.** The License fee for the initial annual Period of Performance shall be:

USD \$ _____.



If the License is not renewed and the then current License Fee paid to Owner prior to expiration of an annual Period of Performance, after such expiration the Software may continue to function; but, Fugro will no longer maintain or support the Software for Licensee, and Licensee may continue to use the Software without risk, liability, or obligation by Fugro to Licensee for such limited functionality or non-functionality and Licensee shall indemnify, defend, and hold Fugro harmless from and against any costs, expenses, or liabilities arising from such use, all as more particularly described in Exhibit "A".

5. Perpetual License:

(a) Period of Performance. The total Period of Performance will begin on the date below and will continue until such time as Customer notifies Owner that it will or has ceased to use the Software or in fact has ceased to use the Software *or* Owner or its successors and assigns ceases to maintain and support the Software for whatever reason, whichever first occurs.

dd/mm/yyyy

(b) License Fee. The License fee shall be:

USD \$ _____.

(c) Annual Maintenance and Support Fee.

Maintenance and Support for the first one-year period of the Perpetual License is included in the License Fee stated immediately above. The fee for maintenance and support of the Software after such initial one-year Period of Performance is:

USD \$ _____.

If the Annual Maintenance and Support Fee is not paid to Owner prior to expiration of an annual Period of Performance, after such expiration the Software may continue to function; but, Fugro will no longer maintain or support the Software for Licensee, and Licensee may continue to use the Software without risk, liability, or obligation by Fugro to Licensee for such limited functionality or non-functionality and Licensee shall indemnify, defend, and hold Fugro harmless from and against any costs, expenses, or liabilities arising from such use, all as more particularly described in Exhibit "A".

(Signatures appear on the following page).



This Software End User License Agreement may be signed in any number of counterparts all of which together will constitute a single instrument. Each Party agrees that it will be bound by its own digital or electronic signature and that it accepts the digital or electronic signature of the other Party.

The authorized representatives of the Parties hereto have executed this Agreement as of the date last written below.

FUGRO USA LAND, INC.

[INSERT LEGAL NAME OF LICENSEE]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Attn: _____

Attn: _____

Email: _____

Email : _____



EXHIBIT "A"

SIMMETRY – SOFTWARE END USER LICENSE AGREEMENT – Attached.



SIMMETRY – SOFTWARE END USER LICENSE AGREEMENT (January 24, 2020)

DIR Contract No. DIR-CPO-4643 and this end user license agreement (this "EULA" or this "Agreement") is a binding agreement made between Fugro USA Land, Inc., Houston, TX, USA ("Owner" or "Fugro"), and you (either an individual person or a single legal entity, who will be referred to in this EULA as "You" or "Licensee"), each a "Party" and collectively the "Parties".

PLEASE READ THIS AGREEMENT CAREFULLY. IT GOVERNS YOUR ACCESS TO AND USE OF THE SOFTWARE.

OWNER PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NO. DIR-CPO-4643 AND THIS AGREEMENT AND YOUR USE OF THE SOFTWARE IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT AND YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS IN THIS AGREEMENT.

BY SIGNING THE ENABLING ARTICLES TO WHICH THIS DOCUMENT IS ATTACHED OR BY CLICKING THE "ACCEPT" OR "AGREE" OR "CONTINUE" OR OTHER BUTTON TO DOWNLOAD SOFTWARE YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE AND COMPETENCY TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, THE ACCEPTANCE AND PERFORMANCE OF THIS EULA HAVE BEEN FULLY AUTHORIZED BY ALL NECESSARY ACTION BY LICENSEE AND THAT YOU (AND INDIVIDUAL) HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS.

IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, OWNER WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD OR INSTALL THE SOFTWARE OR DOCUMENTATION.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF OWNER'S SOFTWARE.

1. Notices.

Unless otherwise provided in a written document signed by both Parties, All notices of whatever nature shall be given from Licensee to Owner by email to simmetry@fugro.com, and for disputes



with copy to fusalegal@fugro.com, and from Owner to Licensee by email to the email address provided by Licensee during purchase of the License (as defined below). Notice shall be effective on the date the email is sent. Either Party may change such email address by notice to the other Party.

2. Grant of License.

In consideration the License Fee agreed to in the Enabling Articles to which this document is attached, through access of the Software online, or as otherwise agreed, Owner grants to Licensee a non-exclusive, non-transferable, non-sublicensable, personal, limited license to use one or more Fugro products, which may include the following: SIMmetry® Viewer; SIMmetry® Plus; SIMmetry® Pro; SIMmetry® for Web; SIMmetry® for Mobile; SIMmetry® Globe Server; PXMMapper; according to the terms and conditions of this Agreement (the "License"). Licensee is solely responsible for installing the Software and maintaining all computer equipment or other hardware necessary to use the Software.

3. Period of Performance.

This EULA is effective at the time of Licensee's first agreement to and acceptance of a EULA, either by execution of the Enabling Articles to which this document may be attached, through access of the Software online, or as otherwise agreed (the "Effective Date"). The License and this EULA are valid for either: (a) an annual subscription time period or as otherwise selected when purchasing the License; or (b) perpetually, which for the avoidance of doubt shall continue until such time as Customer notifies Owner that it will or has ceased to use the Software or in fact has ceased to use the Software or Owner or its successors and assigns ceases to maintain and support the Software for whatever reason, whichever first occurs ("License Term") beginning on the Effective Date, unless earlier terminated in accordance with this EULA. The EULA shall remain in effect so long as the License and the EULA are valid. The provisions of this EULA that by their nature continue shall survive any expiration or termination of this EULA, including without limitation Sections 9, 10, 12, 14, 15, 16, 17, 20, 21, 22, 23, 24, and 25, which shall survive the termination of the EULA. If Licensee has been granted an annual License Term, Owner and Licensee may, upon mutual agreement, extend the License Term for additional subscription periods by adding a new License Term. Both the entire period of time the License and EULA are in effect and each annual period included therein may be referred to as a "Period of Performance or the "Period of Performance".

If the Annual License Fee or Annual Maintenance and Support Fee, as applicable, is not timely paid to Owner, the Software may continue to function; but, Owner will no longer maintain or support the Software for Licensee. Licensee may continue to use such un-maintained and un-supported Software (the "Expired Software") without risk, liability, or obligation by Owner to Licensee for any limited functionality or non-functionality of the Expired Software. To the fullest extent allowable by law, Licensee shall protect, defend, indemnify, and hold harmless Owner from and against any and all liability, claims, damages, compensation, lawsuits, actions, and expenses (including attorneys' fees and costs of court) arising out of, connected with, or related to Licensee's use or misuse of the Expired Software. .



As new versions of Software are released, Licensee may be given the option, and sometimes may be required by Owner to install and adopt any such new versions within an Owner-specified time period, to upgrade the Software by downloading and install a new version of the Software.

At the time a new version or upgrade of the Software is downloaded by Licensee, Licensee may be required to accept a new EULA, which may differ from earlier versions. Licensee is responsible for reading any EULA before agreeing to, and accepting, the EULA's terms and conditions. Except as otherwise expressly provided in writing, in the event that a conflict occurs, the most recent EULA always replaces an older EULA. However, unless specifically indicated in a new EULA, the Effective Date, the Period of Performance, and the License Term shall not change.

The foregoing notwithstanding, In the event Owner develops a new module associated with the Software that is beyond or in addition to the Software licensed to Licensee is this EULA, Licensee may be assessed additional fees to gain access to the new module. Owner shall have the right to define any new functionality as a separate module. For the avoidance of doubt, when there is no new functionality, Licensee shall have access to improvements and modifications that affect the modules that were licensed without additional fee.

4. Payment.

Payment shall be in accordance with payment terms outlined in DIR Contract No. DIR-CPO-4643.

5. Delivery of Software and Documentation.

Upon receipt of payment of the License Fee by Licensee and if all provisions of the "Payment" clause in this EULA are met, Owner will deliver Software to Licensee by allowing Licensee to download the Software from a website or by other method. The Software may require an established connection to the internet for usage authorization and authentication. Licensee understands and agrees that an internet connection may be required during the entire operation of the Software. Documentation will be provided to Licensee electronically through a website.

6. Maintenance and Support.

Maintenance and Support Services provided by Owner to Licensee will be provided pursuant to and as described in this EULA and Attachment "A-1" attached hereto and incorporated herein for all purposes.

7. Authorized Location of Installation.

By execution of the Enabling Articles to which this document is attached, through access of the Software online, or as otherwise agreed in writing, Licensee is authorized to install and use the Software on a single stand-alone computer workstation owned or leased and controlled by Licensee. Licensee may not copy, install, or use the Software in any manner that allows its use by more than one concurrent user or on more than one stand-alone computer owned or leased, and controlled by Licensee. Licensee may not, and shall not, place, install, or load the Software on any network of any type whatsoever, even if access to the Software is restricted to a single-designated user, unless Licensee have prior written consent signed by Owner. Licensee may transfer the Software from one workstation to another provided Licensee shall only use one copy of the



Software on a single computer or a single virtual instance of a computer at any time. Breach of any provisions of this Article by Licensee shall be a material default of this EULA.

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- (a) Licensee will not place, install, or load the Software on a local or wide area network, time sharing service, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, online services, electronic bulletin boards or forums, web sites or other servers that are Internet-enabled;
- (b) Licensee shall not transfer the Software or any copies of the Documentation to any third party, including without limitation subsidiaries partially or wholly owned by Licensee. Subject to other terms and conditions of this EULA, the results, reports, graphs, and data created by the Software may be transferred.
- (c) Licensee will not engage in any act or attempt, or authorize or permit others, to modify, translate, adapt, duplicate, back-up, reproduce, prepare derivative works from, or otherwise copy the Software in whole or in part;
- (d) Licensee will not engage in any act or attempt, or authorize or permit others, to sublicense, mortgage, provide access to, sell, or otherwise transfer custody of the Software to a third party, including without limitation, to Licensee's consultants, subcontractors and affiliates, subsidiaries, or parent companies, if any;
- (e) Licensee will not engage in any act or attempt, or authorize or permit others, to decompile, disassemble, decode, unlock, or reverse engineer the Software, otherwise attempt to derive or gain access to the source code of the Software or any part thereof or take any other action to use the Software in any other manner that is inconsistent with the terms and conditions of this Agreement without the express written consent signed by Owner.
- (f) Licensee will not engage in any act or attempt, or authorize or permit others, to remove, delete, obscure, or alter any patent, trademark, copyright, or other intellectual property or proprietary-rights notice appearing on or embedded in the Software; and
- (g) Licensee will not use the Software or permit others to use the Software to perform consulting or other services for third parties or for any other purpose that is to Owner's commercial disadvantage without the express written consent signed by Owner.



9. Title and Ownership Rights.

Licensee acknowledge and agree that as between Owner and Licensee all right, title, and interest in and to the Software, including without limitation, all applicable copyrights, patents, trade secrets, trademarks, and other proprietary rights, are and will remain the exclusive property of Owner, subject only to the limited rights expressly granted to Licensee under this Agreement. Licensee shall safeguard the Software from infringement, misappropriation, theft, misuse or unauthorized access, including but not limited to as required by the provisions in this EULA.

Licensee shall promptly notify Owner if Licensee become aware of any infringement of Owner's intellectual property rights in the Software and fully cooperate with Owner in any legal action taken by Owner to enforce its rights in the Software. Licensee is restricted in its actions to operating the Software and using the Documentation only in the manner specifically provided herein. Any other actions of Licensee regarding the Software and Documentation are forbidden, and which shall be a material default under this EULA for which Owner shall have all rights and remedies available under this EULA and at law and in equity, including without limitation monetary damages, injunction, and specific performance.

10. Security and Protection.

For purposes Licensee safeguarding the Software, Licensee shall assign responsibility for security of Software, Documentation, and username(s) and password(s) required to operate the Software to the Licensee's representative selected by Licensee and such person will keep custody of the Software, Documentation, username(s) and password(s). Licensee agrees to secure and protect all original versions and copies of Software and Documentation in its possession in a manner consistent with the maintenance of Owner's rights therein, and to take appropriate action by instruction or agreement with all employees or any others who might obtain access to the Software, Documentation, username(s) and password(s). Licensee further agrees not to provide or otherwise make available the Software, Documentation, username(s) or password(s), in any form, to any other person without the express written consent of Owner.

Licensee also understands and agrees that the Software is a trade secret and is the exclusive property of Owner. Licensee shall not sell, loan, give, or otherwise transfer the Software, Documentation, or username(s) and password(s) required for authentication of usage, to any third party (including a subcontractor performing work for the Licensee), without written consent from Owner.

Licensee shall exercise due caution and use due care and diligence in protecting the Software so that unauthorized copies of the Software do not escape Licensee's control and Licensee shall treat the Software, Documentation, user name(s) and password(s) as confidential and protect same with the degree of care Licensee uses to protect its own confidential information which shall be not less than that of a reasonable business person. Violation of this provision shall be a material default of this EULA and Owner may immediately terminate this EULA without any notice to Licensee and without penalty to Owner, and Owner shall have all rights and remedies available under this EULA and at law and in equity, including without limitation monetary damages, injunction, and specific performance.



If security of the Software, username(s), password(s), or Documentation is compromised, Licensee must and shall give notice by email to Owner immediately so that new security procedures can be established. Owner may periodically require Licensee to change a password that associated with Software usage authentication.

11. Backup.

Licensee may make one copy of the Software solely for use for archival or backup purposes (or that number of copies as permitted by applicable law). Licensee must label any and all copies to include the copyright and trademark notices, the Software name and version number. Any and all copies of the Software made are fully subject to the terms of this License until such copies are written over or finally destroyed.

12. Confidentiality.

To the extent allowable by the Texas Public Information Act, licensee acknowledges and agrees that, as between Owner and Licensee, the Software is the proprietary and confidential property of Owner. Accordingly, Licensee shall not during the term of this Agreement and thereafter disclose or reveal the Software, the Documentation, or any information related thereto to any third party or use the Software for Licensee's own benefit, other than in accordance with the terms and conditions of this EULA. Licensee further agrees to take all reasonable precautions and use due care and diligence to preserve the confidentiality of the Software, the Documentation, or any information related thereto. The provisions of this paragraph will survive termination of this Agreement.

13. Use of Names.

Licensee may identify the name of the Software and name of Owner to third parties, when it deems such identification to be appropriate in the normal conduct of its business. Licensee may not use or identify name of Owner or the Software in any advertising or for publicity unless prior written consent has been obtained from Owner. Owner may identify name of Licensee when appropriate in normal conduct of its business or as required by any law, regulation, or court, regulatory, or administrative proceeding. Any other use of Owner's or Licensee's name(s) or commitments under this EULA is disallowed. Any use by Licensee of the Software or use of the name of Owner in connection with a U.S. Securities and Exchange Commission filing is disallowed.

14. No Warranties.

THE SOFTWARE IS PROVIDED "AS IS." OWNER DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. OWNER DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE WILL EXECUTED UNINTERRUPTED FOR ALL APPLICATIONS. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH LICENSEE.

15. Limitation of Liability.

Limitation of Liability shall be in accordance with DIR Contract No. DIR-CPO-4643.



16. Disclaimer and Indemnity.

Disclaimer and Indemnity shall be in accordance with DIR Contract No. DIR-CPO-4643

17. Termination.

This Agreement is effective until terminated. This Agreement will terminate automatically without notice from Owner to Licensee or penalty to Owner if Licensee fails to comply with any provision contained in this EULA. Upon termination, Licensee shall immediately discontinue use of the Software.

18. Force Majeure.

Force majeure shall be in accordance with DIR Contract No. DIR-CPO-4643.

19. Rights of Assignment.

Rights of Assignment shall be in accordance with DIR Contract No. DIR-CPO-4643.

This Agreement shall be binding upon and inure to the benefit of the Parties and any permitted successors or assigns.

20. Export.

The transfer of technology across national boundaries, including electronic transmission, is regulated by the United States Government.

The foregoing export controls include, but are not limited to: (a) countries or geographic areas upon which the United States has embargoed goods; (b) the United States Export Administration Regulations of the U.S. Department of Commerce, Bureau of Industry and Security (BIS); and (c) regulations of the United States Department of the Treasury, Office of Foreign Assets Control (OFAC), and associated rules and regulations of, or related to, the foregoing. Licensee agrees that all such export control laws govern the use of the License.

Licensee shall not, directly or indirectly, export, re-export, or release (including by way of electronic transmission) the Software, the Documentation, or any results or product from the Software to any person to whom any export, re-export, or release is prohibited by any law, rule, or regulation. Licensee shall not, directly or indirectly, export, re-export, or release (including by way of electronic transmission) the Software, the Documentation, or any results or product from the Software to, or make the Software, the Documentation, or any results or product from the Software accessible from, any jurisdiction or country to which any export, re-export, or release (including by way of electronic transmission) is prohibited by any law, rule, or regulation of the United States, or government of any other country (herein referred to as "Government" whether one or more).

Licensee shall comply with all applicable United States and all other Government laws, regulations, and rules applicable to Licensee's import or export of the Software, Documentation, or results or product from the Software, and complete all required undertakings, including without limitation, obtaining any necessary United States, or other Government, export license or other United States, or other Government, approval, prior to exporting, re-exporting, releasing (including by way of



electronic transmission) or otherwise making the Software, the Documentation, or any results or product from the Software available outside the United States or other permitted country of use.

To the fullest extent allowable by law, Licensee shall protect, defend, indemnify, and hold harmless Owner from and against any and all liability, claims, damages, compensation, lawsuits, actions, and expenses (including attorneys' fees and costs of court) arising out of, connected with, or related to Licensee's violation of any provision of this Article.

21. Governing Law; Jurisdiction.

Governing Law shall be in accordance with DIR Contract No. DIR-CPO-4643.

22. Entire Agreement.

DIR Contract No. DIR-CPO-4643 and this Agreement constitute the entire and complete agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, oral or written, between the Parties with respect hereto. In the event any terms and conditions of this EULA conflict with DIR Contract No. DIR-CPO-4643, the terms of the DIR Contract shall have precedence. This EULA shall not be modified or altered except by a written amendment executed by both Parties, in which case such amendment shall become a part of this EULA, as of the effective date of the amendment.

23. Severability.

Severability shall be in accordance with DIR Contract No. DIR-CPO-4643.

24. Waiver of Rights.

No waiver by either Party of any breach or default of this EULA will be deemed as a waiver of a prior or subsequent breach or default of the same provision or other provisions of this EULA.

25. Interpretation of Agreement.

The various headings appearing at the beginning of the sections of this EULA have been inserted for identification and reference purposes only, and shall not be used in the construction and interpretation of this EULA.



SIMMETRY – SOFTWARE END USER LICENSE AGREEMENT (January 24, 2020)

ATTACHMENT “A-1”

MAINTENANCE AND SUPPORT SERVICES

During each annual Period of Performance for which either the Annual License Fee or Annual Maintenance and Support Fee, as applicable, has been paid, Owner will provide to Licensee the following:

- Ongoing access to standard (but not specialized) Software improvements, version updates, and enhancements made by Owner, “bug” fixes, and any new or updated Software documentation.
- Access to the download section of the Owner File Transfer Protocol (FTP) sites to obtain patches, point releases, and minor and major releases.
- Twenty (20) hours of telephone, email, or other electronic support for the use by Licensee of the Software or Licensee’s understanding of the Software documentation. If Licensee requires additional support there will be an additional cost to Licensee of USD \$215 per hour, which Owner will charge by the half-hour and which Licensee shall pay to Owner within fourteen (14) days of receipt of such support. To access support service, Licensee must submit a Support Request online to simmetry@fugro.com describing the problem.
- In the event of apparent Software program errors, Owner will investigate the described problem and attempt to supply an immediate fix or workaround. To access this service, Licensee must submit a Technical Support Request to simmetry@fugro.com describing the problem along with a small sample demonstrating the problem.
- The software Maintenance and Support Services apply only to the Software licensed from Owner and do not apply to any other Owner or third-party software or to any hardware.