



Government and Infrastructure, a Division of Intergraph Corporation

Statement of Work

Ft Lauderdale Police Department

Intergraph Corporation Statement of Work for Business Intelligence For RMS

September 11, 2012

Prepared for:

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Change History

Revision	Date	Author	Section Changed and Description
1.0	02/04/2011	Intergraph / JES	Original
2.0	02/08/2011	Intergraph / JES	SOW modified to include input from Bair Software.
3.0	02/09/2011	Intergraph / JES	SOW modified to include software products in Section 7; Product Deliverables.
4.0	02/11/2011	Intergraph / JES	SOW Overview Section modified to reflect Intergraph BI server configuration input provided by Donno Cole.
5.0	02/15/2011	Intergraph / JES	SOW modified based on review and input by Bair Software, Inc.
6.0	02/16/2011	Intergraph / JES	SOW modified based on contractual review by Wayne Robinson.
7.0	02/16/2011	Intergraph / JES	SOW modified based on final contractual edits suggested by Wayne Robinson.
8.0	03/11/2011	Intergraph / JES	SOW modified to make this version for Bair Software BI for RMS and optional Incident Analyst consulting only.
9.0	03/18/2011	Intergraph / JES	SOW updated to include new quotation number.
10.0	05/17/2011		To Approvals
11.0	07/05/2011	Ft. Lauderdale	SOW modifications made for Intergraph to review.
12.0	08/01/2011	Intergraph / JES	SOW legal edits made by Alan Estep in response to Customer edits.
13.0	08/02/2011	Intergraph / JES	SOW modified to include some edits suggested by Donna Vickery (Intergraph) and Sean Bair (Bair Software).
14.0	08/02/2011	Intergraph / ARE	SOW modified to include additional edits discussed with Ft. Lauderdale during a teleconference on this date.
15.0	08/03/2011	Intergraph / JES	SOW modified to reflect correct Attachment letters for the Bair Software documentation within Section 6; Product Deliverables. Additional edits were made by Alan Estep.
16.0	11/15/2011	Ft. Lauderdale	SOW modifications made for Intergraph to review.
17.0	01/06/2012	Intergraph / JES	The following SOW modifications have been made: <ul style="list-style-type: none"> • Imbedded quotation pricing within SOW Attachment C. • Imbedded verbiage / content of previous standalone Attachments G through K into the SOW document.
18.0	01/17/2012	Intergraph / JES	SOW modified to accept previously agreed upon edits.

19.0	01/18/2012	Intergraph / JES	SOW modified to reflect new quotation number with extended validity date, based upon concurrence from Sean Bair. Attachment C: Pricing modified to include latest quote.
20.0	01/31/2012	Intergraph / JES	SOW revision finalized after review with Michael Patton.
21.0	02/22/2012	Intergraph / JES	SOW modified to accept previous edits and then make the following changes which are noted via the use of Track Changes: <ul style="list-style-type: none"> • Section 11: Terms of Payment; addition made to first payment milestone. • Attachment A: Terms & Conditions, addition made to "Ownership in Data / Computer Software" paragraph.
22.0	5/31/2012	Intergraph/MAP	SOW modified to bring edits current in Entire Agreements Clause with Attachment A.
23.0	8/22/12	Intergraph/MAP	Integrating comments from conference call with FLL and redlines of BAIR attachments H& I
24.0	9/11/12	Intergraph/MAP	Final version, modified section 4 of Attachment H.

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1. INTRODUCTION

The following Statement of Work ("SOW") defines the principal activities and responsibilities of Intergraph Corporation, a Delaware corporation authorized to transact business in the State of Florida as Intergraph Corporation-CAD Systems, ("Intergraph"), and City of Fort Lauderdale, a Florida municipality ("Customer"), whereby Intergraph will provide resources for the implementation of a Business Intelligence Solution ("BI") for RMS to support public safety operations. Intergraph will subcontract a significant portion of the deliverables under this SOW to Bair Software Corporation ("Bair Software"). As the prime contractor, Intergraph is responsible for Bair Software's performance under this SOW.

2. GENERAL OVERVIEW

The Customer has a desire to improve the analysis and reporting capabilities for its agency and has requested that Intergraph provide reporting solutions to assist it in meeting that goal. The components to be provided for improving the Customer's analysis and reporting capabilities as part of this SOW are:

- Providing a Bair Software Business Intelligence solution for RMS analysis and reporting purposes
- Optional pricing for Intergraph Incident Analysis report consulting services

In order to provide the desired analysis and reporting environment required by the Customer, Intergraph will employ the technical expertise and software products of Bair Software, to assist with the Business Intelligence solution for I/LEADS RMS.

3. BAIR SOFTWARE OVERVIEW

ATAC Workstation

ATAC Workstation provides powerful analytical tools, data integration, mapping and reporting capabilities to crime investigations and intelligence analyses. ATAC assists analysts in pattern identification, data mining, analysis and prediction of serial events, and communicating vital information efficiently.

The ATAC Workstation license entitles the user to deploy the ATAC Workstation software to any single workstation with availability restricted to agency employees. Multiple users are allowed at a single workstation. This license includes standard support of 2 telephone support calls and 30 days of e-mail technical assistance.

ATAC Workstation Upgrade and Technical Support Plan

The **ATAC Workstation Upgrade and Technical Support Plan (UTSP)** provides unlimited ATAC Workstation software upgrades, unlimited email support, and a maximum of 24 telephone calls for technical

assistance throughout the 12-month support period. *The ATAC Workstation UTSP is included as part of this SOW.*

RAIDS Online

RAIDS Online allows law enforcement to share crime data with the public through an easy-to-use online crime map and analytics dashboard. The data is displayed with limited offense information to protect victim privacy. This is a valuable tool for law enforcement to communicate crime activity to its citizens and the media. Bair Software offers RAIDS Online as a **free service** to any law enforcement agency who would like to participate.

ATACRAIDS

ATACRAIDS is an easy-to-use online dashboard that provides regional and national crime data sharing and analysis for law enforcement and defense only. Users access a secured environment to map, analyze, report and download data from multiple jurisdictions. ATACRAIDS automatically cleans, geocodes and analyzes crime data as it is imported into the system.

Translation Service

Bair Software's **Translation Service** extracts data – using the Data Juggler software – from the Fort Lauderdale Police Department's I/LEADS RMS and transfers the MO, PERSONS and VEHICLE offense data to the secured, regional RAIDS Warehouse and/or to the agency's local Analytical Warehouse/Report Server. Data is then cleaned, geocoded and ready for analysis using ATACRAIDS, ATAC or any other analytical application.

The Translation Service provides the following:

- Data Juggler software.
- Translation or extraction of offense (MO, Persons, Vehicles) data from iLEADS into the RAIDS Warehouse and/or Analytical Warehouse/Report Server.
- Scheduling and automation of translation to improve data standardization and save time.
- Translated data can be used in ATAC, MS Access, MS Excel, ArcGIS and other applications.
- Immediate participation in RAIDS Online, a free regional data sharing solution for your community.
- Immediate participation in ATACRAIDS (with payment of annual fee), a secured regional data sharing solution for law enforcement.

Analytical Warehouse/Report Server

The Analytical Warehouse/Report Server is setup to automatically retrieve data at predefined intervals (minute, hourly, daily, etc.) so analysts have standardized data available in near real-time. This configuration will provide a local Analytical Warehouse/Report Server specifically tailored to the Customer's needs. **Offense information** and **Calls for Service** tables and views are created and made available to make analyzing public safety data easier.

4. OPTIONAL INCIDENT ANALYST REPORT CONSULTING

As requested, Intergraph has provided optional pricing for both onsite Incident Analyst Report Consulting services and remote Incident Analyst Report Consulting services.

5. ASSUMPTIONS

This SOW is based upon the following assumptions:

- ▶ The work identified in this SOW is considered complete based upon the criteria specified within **Section 8; Acceptance Criteria**.
- ▶ Unless specifically noted within this SOW, all software shall be the standard commercial off-the-shelf (COTS) product.
- ▶ Functionality not identified in this SOW may be included at additional cost with appropriate revisions to the SOW and Change Order process.
- ▶ Intergraph/Bair Software and the Customer will review the SOW and determine a mutually agreeable date for the services to be performed. Note: An official Purchase Order must be provided by the Customer to Intergraph prior to any dates being confirmed.
- ▶ Intergraph/Bair Software are not responsible for the quality of any supplied data. Intergraph/Bair Software will report any discovered data errors or omissions to the Customer for resolution.
- ▶ The Customer shall assign a single, duly authorized representative to act as the Project Manager. Intergraph assumes that the assigned project manager shall have the authority to approve deliverables, invoices, and other official project documents. Intergraph assumes that the assigned project manager shall have the authority to allocate and schedule the necessary Customer resources and facilities required to work on and support this project.
- ▶ Intergraph/Bair Software shall have timely access to Customer project staff. The Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this project.
- ▶ The Customer shall provide Intergraph/Bair Software with access to all relevant data, documents, plans, reports, and analyses, except any of the foregoing that is confidential or exempt from disclosure pursuant to Florida law, related to the scope of work and responsibilities of this project.
- ▶ The Customer shall provide for Intergraph/Bair Software consultants' workspace and phone, network, software, Internet and printer access while onsite at the Customer's location.

- ▶ Training shall be conducted using the Customer's facilities and equipment.
- ▶ Maximum training day is 8 hours in length, including breaks. Specific start and end times will be coordinated prior to the commencement of training.
- ▶ The Customer is responsible for installing the servers and system software for the Bair Software BI Solution. See **Attachment B: Bair BI Minimum Hardware Specifications**.
- ▶ Bair Software BI Solution for I/LEADS RMS consists of the following:
 - Installation of the ATAC Workstation software
 - Installation of the Report Server
 - Installation of database software and database creation for the Analytical Warehouse
 - Population of the Analytical Warehouse with processed Offense and Calls For Service data
 - Population of the RAIDS Warehouse with processed Offense and Calls For Service data
 - Account setup for the RAIDS Online and ATACRAIDS applications
 - Bair Software will provide up to one week of remote phone support from implementation services immediately following end user training of the BI application
 - Subject to Bair Software's support terms and conditions, the products will be provided with one (1) year of support from the date of the Customer's installation. The price of this initial support term is included in Intergraph's pricing set forth in Attachment C.
 - Thereafter, Customer may purchase BAIR BI Software maintenance which will be available from Bair Software at the conclusion of the initial one (1) year of support.
- ▶ Any issues related to Bair Software BI software applications following the one week of remote phone support will be presented to Bair Software through the normal Bair Technical Support procedures.

6. PRODUCT DELIVERABLES

The following Bair Software provided software products will be delivered as part of this SOW:

- ATAC Workstation; fifteen (15) licenses
- RAIDS Online; one (1) license
- ATACRAIDS; one (1) license
- Translation Service (Data Juggler Software; one (1) license)

Note: The Bair Software products are being provided by Intergraph as a pass through to the Ft. Lauderdale Police Department and the controlling documents for these products are provided as Attachments G through K.

7. PROJECT DELIVERABLES

Under this Scope of Work, Intergraph will work with Customer staff to insure a smooth implementation of the BI Solution.

7.1 PROJECT INITIATION

This task is designed to ensure that all assumptions are valid, and requirements understood, before any significant work is undertaken. A Project Kick-off Conference Call will be held after the SOW has been executed.

Intergraph shall:

1. Review this Statement of Work to answer any outstanding questions and verify all aspects of the project approach
2. Review and adjust schedule as needed and mutually agreed upon.
3. As per the Project Kick-off Conference Call, Intergraph will provide meeting minutes and action items that affect project schedule, resources, design or equipment.

Customer shall:

1. As part of the Project Kick-off Conference Call, review the SOW and work with Intergraph to verify all aspects of the project approach.
2. Provide Project Manager any other reasonable resources that are recommended by the Customer and Intergraph Project Manager.

Completion Criteria:

Attachment D; Project Deliverable Sign-off Form will be used to denote completion and acceptance of this task. This task is considered completed when the conference call has taken place and the meeting minutes have been delivered to the customer.

7.2 BI SOLUTION FOR I/LEADS RMS INSTALLATION AND SYSTEM OVERVIEW

Task Description

The following is a brief description of the processes to be utilized during this project activity, as well as general timeline and installation plans for Customer's BI Solution for I/LEADS RMS.

BI Solution for I/LEADS RMS Software Installation

Customer will supply the following:

- ▶ No less than two weeks prior to on-site installation, Customer will provide a database extract from its I/LEADS System for Bair to prepare for the system installation and respective data warehouse population
- ▶ VPN access to the I/LEADS Server and Report Server for Bair engineers
- ▶ I/LEADS System Administrator — Customer is responsible for ensuring that the I/LEADS System Administrator is available to work with the Bair team during Bair on-site visits
- ▶ Network Administrator — Customer is responsible for ensuring that the Network Administrator is available to work with the Bair team during installation activities

- ▶ Database Administrator — Customer is responsible for ensuring that the Database Administrator is available to work with the Bair team during the installation activities if needed

Intergraph/ Bair Software Responsibilities:

1. Prepare scripts for RMS data population based on extracted data provided by Customer before the on-site installation.
2. Provide the Bair software as defined in contract pricing detail summary, **Attachment C; Pricing**.
3. Installation of the Data Juggler Translation software on the Report Server.
4. Installation of the SQL Server Database.
5. Configuration of the SQL Server Database.
6. Configuration and running of ETL processes.
7. Installation and configuration of standard views to allow the viewing, querying, and reporting of data.
8. Perform minor functional training and informal knowledge transfer with I/LEADS System Administrator on all systems installed, reviewing documentation and standard views.

Customer Responsibilities:

1. Provide an extraction of its I/LEADS database not less than two weeks prior to on-site system installation.
2. Observe system installation and support as necessary.
3. Participate in informal knowledge transfer, as well as documentation and system review.
4. Install additional products not purchased under this contract, such as third-party backup software.
5. Confirm whether the software installation and delivery have been completed by Intergraph/Bair.

Completion Criteria:

Attachment D; Project Deliverable Sign-off Form will be used to denote completion and acceptance of this task. This task is considered complete when Bair Software Applications are installed, and the population of I/LEADS data warehouse, are installed on Customer's premises and informal knowledge transfer with I/LEADS System Administrator has been executed. Maintenance will begin upon Customer sign-off of this task completion.

7.3 BUSINESS INTELLIGENCE FOR I/LEADS RMS TRAINING

The ATACRAIDS and Report Server Training is designed to provide individuals with the complete understanding of how to fully utilize ATACRAIDS for use within their own departments as well as regional efforts. Students will learn how to query and download datasets for in depth analysis as well as how to use, interpret and create custom analytics and scheduled reports. Lessons will also include how to identify and analyze regional crime series plus students learn how to manage data in the Report Server.

In ATAC Workstation Training, students will learn all of ATAC Workstation functions as they relate to crime analysis. After a quick review of the basics, students will delve deep into SQL and querying, Regular Expressions, Temporal Analysis, Statistics, and finally, Spatial Analysis using ATAC. The lessons will use real-world data and situations experienced by crime analysts and investigators.

Note: Intergraph/Bair does not provide Oracle or SQL Server training, as it is assumed that the Customer will obtain this training external to the training provided by Intergraph/Bair.

ATACRAIDS and Analytical Warehouse/Report Server Training

ATACRAIDS and Analytical Warehouse/Report Server Training provides individuals with the complete understanding of how to fully utilize ATACRAIDS for use within their own departments as well as regional efforts. Users will learn how to query and download datasets for in depth analysis as well as how to use, interpret and create custom analytics and scheduled reports. Lessons will also include how to identify and analyze regional crime series. Users will also learn how to manage data in the Analytical Warehouse/Report Server.

Major Topics

- ▶ Managing users and roles and viewing usage logs in ATACRAIDS
- ▶ Querying and downloading data
- ▶ Opening downloaded data in ATAC Workstation
- ▶ Modifying dashboard layouts and creating custom analytic modules
- ▶ Creating and scheduling custom reports
- ▶ Saving individual user settings
- ▶ Using Metadata for regional points of contact
- ▶ Connecting to views in the Analytical Warehouse/Report Server using ODBC
- ▶ Connecting to views in the Analytical Warehouse/Report Server using ATAC
- ▶ Understanding the Analytical Warehouse/Report Server structure

Prerequisites

- ▶ Familiar with Windows-based applications and internet browsers
- ▶ Familiar with SQL Server databases

Method	Conducted on site by Bair Software Personnel
Task Classifications	System Administrators who are responsible for maintaining the Analytical Warehouse/Report Server and Supervisors, Analysts and other end users who are responsible for cleaning, analyzing and creating reports from RMS data in the Analytical Warehouse/Report Server.
Project Phase	When the BI Solution from Bair is set up and sufficient I/LEADS data is available for obtaining good sample reports
Duration	5 days
Student Capacity	20, with a maximum of one student per workstation

ATAC Workstation Training	
<p>In this course, students will learn all of ATAC Workstation's functions as they relate to crime analysis. After a quick review of the basics, students will delve deep into SQL and querying, Regular Expressions, Temporal Analysis, Statistics, and finally, Spatial Analysis using ATAC. The lessons will use data from Fort Lauderdale's Analytical Warehouse/Report Server and sample data that highlights situations experienced by crime analysts and investigators.</p>	
Major Topics	
<ul style="list-style-type: none"> ▶ Perform data mining using quick expressions, concepts and ATAC's numerous query functions to uncover series and patterns in data ▶ Forecast events using time series analysis ▶ Create calendar choropleths ▶ Visualize data using choropleth maps in Google Earth ▶ Calculate sequence lines in Google Earth ▶ Create Lund Space-time Trajectories in Google Earth ▶ Calculate statistics for comprehensive analysis ▶ Automate COMPSTAT reporting ▶ Formulate reports based on analytical results 	
Prerequisites	
<ul style="list-style-type: none"> ▶ Familiar with Windows-based applications. 	
Method	Conducted on site by Bair Software Personnel
Task Classifications	Supervisors, Analysts and other end users who are responsible for cleaning, analyzing and creating reports from RMS data in the Analytical Warehouse/Report Server.
Project Phase	When the BI Solution from Bair is set up and sufficient I/LEADS data is available for obtaining good sample reports
Duration	5 days
Student Capacity	20, with a maximum of one student per workstation

8. ACCEPTANCE CRITERIA

The BI Solution for RMS shall be considered accepted with either written authorization by the Customer or upon cutover to live operation, whichever comes first.

9. SCHEDULE

Scheduling of Intergraph training/services will occur: (i) upon receipt of this executed document, (ii) receipt of Customer's purchase order (if applicable), and (iii) Customer has no past due payments to Intergraph. Intergraph and the Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

10. PRICE

Pricing for the Statement of Work (SOW) is in accordance with Intergraph quotation number: **FtLauderdaleFL_Bair BI-IA Svcs_ \$Q091312|ps1\$**; which is provided as **Attachment C; Pricing**.

- This purchase is for software licenses and project services only.
- However, the first year software support of the Bair Software products has also been included in this quote. The outyear software support will be quoted by Bair Software based on maintenance renewal date.

Intergraph will submit invoices to Customer at the following address:

Mark Blanco
IMD Manager
Information Technology Department
Ft Lauderdale Police Department
1300 West Broward Blvd
Ft Lauderdale, FL 33312
Phone: (954) 828-6909
Email: mblanco@fortlauderdale.gov

Please see **Attachment E: Intergraph Remittance Instructions**.

11. TERMS OF PAYMENT

Remittance instructions have been provided as per **Attachment E; Intergraph Remittance Instructions** within this Statement of Work. Payment is due thirty (30) days from the date of invoice. An interest charge in accordance with the Florida Local Government Prompt Payment Act will be assessed on delinquent payments.

Payment for this Statement of Work will be due upon completion of payment milestones as set forth below. **Attachment D; Project Deliverable Sign-off Form** will be used to denote acceptance of each milestone.

<i>Payment Milestone</i>	<i>Payment Percentage</i>
Upon execution of the SOW and delivery of the Project Schedule to Customer.	10%
Upon delivery of ATAC Workstation software to Customer	40%
Upon completion of the Report Server Training	30%
Upon completion of Bair ATAC Workstation Training (I/LEADS)	20%

12. TERMS & CONDITIONS

Please see **Attachment A** for Terms & Conditions.

13. APPROVAL SIGNATURES

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

INTERGRAPH CORPORATION-CAD SYSTEMS:

WITNESSES:

Lesla Gaither
Signature
Print Name: Lesla Gaither

Jennifer Williams
Signature
Print Name: Jennifer Williams

Title: Director, US Sales & Accounting
(If not president, please attach proof of authority.)

STATE OF ALABAMA
COUNTY OF Madison

The foregoing instrument was acknowledged before me this 20th day of September, 2012, by Jennifer Williams as Director, US Sales & Accounting (title) for Intergraph Corporation, a Delaware corporation authorized to transact business in the State of Florida as Intergraph Corporation-CAD Systems.

(SEAL)

Notary Public, State of Alabama

(Signature of Notary Public – State of Alabama)

Alan Payne 9/28/13
(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____

CITY OF FORT LAUDERDALE

ATTEST:

Jonda K. Joseph, City Clerk

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

Approved as to form:

Paul G. Bangel, Senior Assistant City Attorney

Customer: Please check the appropriate box:

A Purchase Order **Will Not** be issued. Customer signature above constitutes notice to Intergraph to proceed with this Statement of Work.

A Purchase Order **Will** be issued and shall contain the following statement:
This Purchase Order is issued in accordance with the Terms and Conditions contained in Intergraph's Statement of Work.

This signed document will be sent to the following address:

For US Mail Delivery:

Intergraph Corporation
Attn: Michael Patton
P.O. Box 240000
Huntsville, AL 35813

For Shipping/Delivery including Overnight Services:

Intergraph Corporation
Attn: Michael Patton
19 Interpro Road
Madison, AL 35758

ATTACHMENT A: TERMS & CONDITIONS

Ownership in Data/Computer Software

All computer software related deliverables (data, programs or program enhancements) prepared under this SOW shall be the property of Intergraph and shall be licensed to the Customer pursuant to Intergraph's current End User License Agreement attached as Attachment F of this SOW. Notwithstanding the foregoing, Section 3.1 (Indemnification by the Customer), Section 3.3 (Indemnification by Customer), Section 6.2.2 (Indemnification by Customer), Section 12 and Section 13.9 (Governing Law; Venue and Jurisdiction), shall not apply for software deliverables provided under this SOW.

Maintenance

For any new purchases of Intergraph software described in this SOW, the Customer shall be responsible for placing the newly purchased software under maintenance following expiration of the applicable warranty period. If the software is not placed under maintenance, the cost of development and services required to migrate the current functionality to the new version will be added to all future system upgrades. Enhancements to this software are not provided under the maintenance agreement.

For any software version upgrades described in this SOW, this upgraded software is provided at no cost to the Customer under the general terms of the Intergraph maintenance agreement. This maintenance agreement must be in effect and current before any scheduling or related work will occur.

Warranty

Notwithstanding anything in this SOW to the contrary, all third-party products are provided with a pass-thru-warranty from the original manufacturer.

INTERGRAPH DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, EXCEPT THOSE SPECIFICALLY STATED ABOVE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF INTERGRAPH.

Disclaimer

IN NO EVENT WILL INTERGRAPH BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS SOW, EVEN IF INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INTERGRAPH'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS SOW FROM ANY CAUSE SHALL NOT EXCEED THE VALUE OF THIS SOW.

Infringement

In the event of any proceeding against the Customer arising from allegations that the deliverables or services furnished by Intergraph infringes U.S. patent, copyright, trade secret, or other proprietary right of any third party, Intergraph will, if such allegation is not a result from modifications made by the Customer, defend or settle such proceeding, at Intergraph's expense, and indemnify the Customer against any judgment arising out of such proceeding, including any award of attorney fees and any award of costs, provided the Customer promptly notifies Intergraph in writing and grants Intergraph full authority to defend and settle such proceeding. Intergraph shall make such defense by counsel of its own choosing, subject to the Customer's approval, and the Customer shall cooperate reasonably with said counsel.

Force Majeure

Neither party shall be deemed to be in default of any provision of this SOW or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, acts of God, acts of civil or military authority, civil disturbance, or any other cause beyond its reasonable control.

Taxes

Prices are exclusive of all federal, state or local sales, use, property, gross receipts, value added or similar taxes based upon amounts payable to Intergraph pursuant to this SOW ("Taxes"). Such Taxes, however do not include franchise taxes or taxes based on net income. The Customer agrees to pay Intergraph any applicable Taxes or provide Intergraph documentary evidence of an appropriate statutory exemption.

Governing Law

This SOW shall for all purposes be construed and enforced under and in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

Place of Performance

The Customer agrees to provide reasonable work place accommodations, computer equipment, software, and necessary access for Intergraph personnel.

Termination

The City may terminate this SOW for any reason by providing the other party with thirty (30) days written notice. In the event of termination under this provision, City agrees to pay Intergraph for work performed up to the effective date of termination. Each party shall take steps to bring the work to a close and to reduce its expenditures to a minimum. Each party shall also, except as otherwise provided by the Florida public records law, upon request and in a timely manner, return all documents supplied to it by the other party and, except as otherwise provided by the Florida public records law, shall hand over to other party all documentation prepared by it for purposes of the work. If either party is in material breach of the terms and conditions of this SOW, the non-breaching party will provide a written notice of intent to cancel, and will provide the breaching party a thirty (30) day cure period in which to resolve the outstanding issues to avoid termination of this SOW.

Entire Agreement

These terms and conditions, the Intergraph quotation, together with any attachments hereto, constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

In the event of a conflict between Paragraph 1-13 of the Statement of Work and the terms and conditions of Attachment A (Terms and Conditions) and any other terms and conditions of this SOW, the terms and conditions of Attachment A shall prevail to the extent that Attachment A conflicts.

ATTACHMENT B: BAIR BI MINIMUM HARDWARE SPECIFICATIONS

Database Software

The Bair Business Intelligence Solution supports SQL Server in the following version:

- ▶ SQL Server 64-bit
 - SQL Server 2005 Standard Edition

Workstation Configurations

Minimum Hardware Requirement for ATAC Workstation

Intel Pentium IV or AMD computer with a 2GHZ or greater

2 GB RAM

100 BaseT network card

300 MB hard disk space

32-bit color

Installation. CD-Rom, DVD Drive, or Internet Connection

Supported Operating Systems

Microsoft Windows XP, Vista or 7 (32-bit or 64-bit)

Supported Browsers (Required for ATACRAIDS and RAIDS Online)

Microsoft Internet Explorer 7 or greater

Report Server Configuration

Minimum Hardware Requirement for Analytical Warehouse/Report Server

Microsoft Windows Server 2003 64-bit

Microsoft SQL Server 2005 Standard Edition

2.8 GHz 8 Cores

8 GB RAM

500 Gigabytes to 1 Terabyte Disk space

ATTACHMENT C: PRICING



Price Quote for Ft. Lauderdale, FL
Valid through 11/01/2012

11-Ft.Lauda_FL4

BAIR BI - IA Services			US\$	US\$
Item Description By Functional Use	Purpose	Qty	Unit Price	Total Price
RMS Workstations				
ATAC Workstation		15	\$ 2,316	\$ 34,740
ATAC Workstation Upgrade and Technical Support Plan (UTSP) - Annual Fee		15	\$ 955	\$ 14,325
RAIDS Online		1	- Included in Price	
ATACRAIDS Annual Fee		1	\$ 5,400	\$ 5,400
Translation Service		1	\$ 9,375	\$ 9,375
Data Juggler Translation Software		1	- Included in Price	
Analytical Warehouse / Report Server Implementation		1	\$ 9,375	\$ 9,375
ATAC Workstation Training (per week)		1	\$ 9,375	\$ 9,375
ATACRAIDS and Analytical Warehouse / Report Server Training (per week)		1	\$ 9,375	\$ 9,375
Project Support Services		1	\$ 3,400	\$ 3,400
Shipping				
Shipping and Insurance		1	\$ 45	\$ 45
Grand Total Exclusive of Options and Taxes	Tax Exemption assumed			\$ 95,410
Options:				
Optional Intergraph Services:				
IA Reporting - OnSite		1	\$ 12,900	\$ 12,900
IA Reporting - Remote		1	\$ 8,350	\$ 8,350
Notes: 1. Customer is responsible for the purchase, installation, and configuration of all required hardware. 2. Customer-provided hardware must comply with the technical specifications included in this proposal. 3. Sales tax is not included in this quote. Final sales tax billed will reflect the applicable tax rates at time of sale as required by law.				

ATTACHMENT D: PROJECT DELIVERABLE SIGN-OFF FORM

PROJECT DELIVERABLE SIGN-OFF FORM			
Ft Lauderdale Police Department – Business Intelligence Project			
Submission Date:	Month/Day/Year	Sign-off Target Date:	Month/Day/Year
Submitted By:	Intergraph Contact Name	Submitted To:	County Name
County Contract #:	County Contract Number	County/Project #	Intergraph Project Number
Type of Deliverable (check box or boxes as applicable)			
<input type="checkbox"/> SOW Tasks <input type="checkbox"/> Payments <input type="checkbox"/> Plans/Designs <input type="checkbox"/> Training <input type="checkbox"/> Other			
Deliverable Information			
15. Deliverable Description: \$Dollar Amount of Payment (if applicable) This section describes the deliverable			
<p>With the deliverable described above complete, the Customer shall have five (5) working days to either sign-off that the deliverable has been met or state in writing to Intergraph the reason the deliverable has not been met.</p> <p>Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Intergraph and the City of Fort Lauderdale dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the City does not provide such sign-off or rejection within the five (5) working day period, then the deliverable will be deemed to have been signed off.</p> <p>The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria and supersedes all prior requirements for this item.</p> <p>Customer acknowledges completion of this payment milestone according to the Contract Payment Milestone Schedule and provides authorization to invoice this milestone.</p>			
Authorized Customer Representative Customer Contact Name Name Signature Date			

ATTACHMENT E: INTERGRAPH REMITTANCE INSTRUCTIONS

Effective October 1, 2011

International U.S. Dollars Wire Transfer from Banks Outside of the United States:

Pay To:

SWIFT Code: ESSEUS33
Bank: SEB (Skandinaviska Enskilda Banken), New York, NY, USA
Account Name: Intergraph Corporation SGI Division
Account Number: 00007583

Intermediary Bank Information:

SWIFT Code: IRVTUS3N
Bank Name: Bank of New York Mellon, New York, NY

Domestic Wire Transfer from U.S. Banks:

ABA Number: 021000018
Bank Name: Bank of New York Mellon, New York, NY
Favor Of: Bank: SEB (Skandinaviska Enskilda Banken), Account Number 890 043 9688
For further credit to: Intergraph Corporation SGI Division, Account Number 00007583

EFT Receipts via Automated Clearing House (ACH):

Account Number: 1030429611
Company Name: Intergraph Corporation SGI
Routing Number: 043000096
Beneficiary Bank name: PNC Bank N.A.
Address: Pittsburgh, PA 15222
Phone#1-877-824-5001, Opt 1 and Opt 3
Contact: Lockbox Group, Product Client Services

Checks:

Send your prepay check or remit payment upon receipt of invoice by regular US Mail to:

Intergraph Corporation SGI Division
7104 Solution Center
Chicago, IL 60677-7001

If you have questions regarding the accompanying invoice or new remittance instructions, please call Cathy Simpson at 1-256-730-8403 or Kim Johnson at 256-730-2130.

INTERGRAPH CONTACT FOR ALL PAYMENT NOTICES:

Cathy.Simpson@intergraph.com

Security, Government, & Infrastructure
19 Interpro Road
Madison, AL 35758-0015
Phone: 256.730.2000
www.intergraph.com
TIN: 63-0573222

Correspondence Only:
PO Box 240000
Huntsville, AL 35813

ATTACHMENT F: INTERGRAPH END USER LICENSE

END-USER LICENSE AGREEMENT

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 - 1.3 "Supplementary License" means a license(s) of the SOFTWARE PRODUCT which is made available by Intergraph for select SOFTWARE PRODUCTS to augment Primary Licenses for special purposes. Each Supplementary License requires a Primary License and the term of the Supplementary License shall not exceed the term of the applicable Primary License.
 - 1.4 "System" means any collection of your computers sharing a single licensing server or a set of redundant licensing services.
 - 1.5 "Update" means any Upgrade, modified version, fix, patch and/or update of the SOFTWARE PRODUCT.
 - 1.6 "Upgrade" means each new release of the SOFTWARE PRODUCT. Upgrades require a full installation and may be provided with a separate EULA. The EULA delivered with the Upgrade will supersede any EULA associated with prior releases of the SOFTWARE PRODUCT.

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- (c) **Load Balancing License (LOB)** is a license of a Web-based SOFTWARE PRODUCT solely for use as a second or successive license on a web cluster to balance the load with the Primary License.
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- 3.2.9 You may not, and you may not authorize anyone else to, use the SOFTWARE PRODUCT except as expressly set forth in this EULA.
- 3.2.10 For desktop software that is Node-Locked:
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 - (b) You may not allow the SOFTWARE PRODUCT to be used by multiple Users on a single workstation at the same time.
- 3.2.11 You may not, and you may not authorize or allow anyone else to, use the Developer's License for production purposes (i.e., a fully-deployed website).
- 3.2.12 You may not, and you may not authorize or allow anyone else to, publish to a third party any results of benchmark tests run on the SOFTWARE PRODUCT. The sample and demo data set(s) and related script(s) delivered with some SOFTWARE PRODUCTS (the "Sample Data") are provided solely for the purpose of instructing the User on how to use the SOFTWARE PRODUCT with which the Sample Data are delivered. The Sample Data are licensed in conjunction with the SOFTWARE PRODUCT and are not to be redistributed, licensed, sold, transferred, used or otherwise dealt with in a production solution without Intergraph's prior written consent.
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- 3.2.14 The SOFTWARE PRODUCT is not one hundred percent (100%) fault-tolerant. The SOFTWARE PRODUCT is not designed or intended for use in any situation where failure or fault of any kind of the SOFTWARE PRODUCT could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High Risk Use"). You are not licensed to use the SOFTWARE PRODUCT in, or in conjunction with, any High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. You hereby agree not to use the SOFTWARE PRODUCT in, or in connection with, any High Risk Use.

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- 5. AUDIT.** Intergraph shall have the right, during your normal business hours, to audit your use of the SOFTWARE PRODUCT and your compliance with the provisions of this EULA. 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 provided by you. 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 such fees at the price previously agreed to for the SOFTWARE PRODUCT license or software subscription *plus* interest on such underpayments from the original due date at the lesser of two percent (2%) per month or the highest rate allowed by applicable law, and you further agree to bear all costs associated with the audit.
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7.3 THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL WARRANTY OBLIGATION OF INTERGRAPH. THE LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF THIS WARRANTY SECTION DOES NOT ADHERE TO LOCAL LAWS, THEN THE MINIMUM WARRANTY TERM PRESCRIBED BY THE LAWS OF YOUR JURISDICTION SHALL APPLY.

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

9. **LIMITATION OF LIABILITY.** YOU ASSUME FULL AND COMPLETE LIABILITY FOR YOUR USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTERGRAPH OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT AND/OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INTERGRAPH BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE DOWNLOADING, VIEWING, USE, DUPLICATION, DISTRIBUTION OR DISCLOSURE OF ANY SAMPLE DATA PROVIDED BY INTERGRAPH, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, LIABILITY OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OR CORRUPTION OF DATA ARISING FROM, OUT OF OR IN CONNECTION WITH, THE SAMPLE DATA OR THE USE OR OTHER DEALINGS WITH THE SAMPLE DATA. INTERGRAPH'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO INTERGRAPH FOR THE SOFTWARE PRODUCT OR SOFTWARE SUBSCRIPTION AT ISSUE AT THE TIME THE INITIAL EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS EULA MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN INTERGRAPH LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

9.1 In the event the SOFTWARE PRODUCT does not substantially comply with the limited warranties set forth in this EULA, 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 SOFTWARE PRODUCT; or (ii) a prorated refund to you of the actual amount you paid Intergraph for the SOFTWARE PRODUCT for the period of time that the SOFTWARE PRODUCT did not substantially conform to the limited warranties set forth in this EULA.

9.2 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 EULA, but in no other respects and for no other purpose.

10. RESTRICTIONS.

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

10.1.1 **For civilian agencies:** The SOFTWARE PRODUCT was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with

the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).

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

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

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

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

10.2.2 To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists (www.bis.doc.gov/complianceand enforcement/liststocheck.htm), the United States Department of Treasury Specially Designated Nationals List (www.treas.gov/offices/enforcement/ofac/), and the United States Department of State Debarred List (<http://www.pmdtc.state.gov/compliance/debar.html>).

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

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

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

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

12. You agree to hold harmless and indemnify Intergraph for any causes of actions, 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 EULA. Any questions regarding export or re-export of the SOFTWARE PRODUCT or concerning ITAR restrictions, if applicable, should be addressed to Intergraph's Export Compliance Department at 170 Graphics Drive, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

You agree to hold harmless and indemnify Intergraph for any causes of actions, 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 EULA. Any questions regarding export or re-export of the SOFTWARE PRODUCT or concerning ITAR restrictions, if applicable, should be addressed to Intergraph's Export Compliance Department at 170 Graphics Drive, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

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

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

13. GENERAL

13.1 Entire Agreement. You acknowledge that you have read this EULA, understand it and agree to be bound by its terms and conditions. You further agree that this EULA is the complete and exclusive statement of the agreement between you and Intergraph relating to the subject matter of this EULA and that this EULA supersedes any proposal or prior agreement, oral or written, and any other communications between you and Intergraph relating to the subject matter of this EULA. This EULA may be amended only by a written instrument signed by both you and Intergraph; *provided however*, certain Intergraph SOFTWARE PRODUCTS and Updates may be subject to additional terms and conditions contained in a EULA Addendum or separate EULA that is delivered with the applicable SOFTWARE PRODUCT or Update. Any reproduction of this EULA made by reliable means (for example, printed, photocopy or facsimile) will be deemed an original.

- 13.2 Severability.** Whenever possible, each provision of this EULA shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this EULA shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this EULA.
- 13.3 Headings.** The various headings in this EULA are inserted for convenience only and shall not affect the meaning or interpretation of this EULA or any section or provision of this EULA.
- 13.4 No Waiver.** Any failure by either party to enforce performance of this EULA shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this EULA.
- 13.5 Notices.** Any notice or other communication ("Notice") required or permitted under this EULA shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this EULA commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Intergraph's address for Notices is Intergraph Corporation, 170 Graphics Drive, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.
- 13.6 Assignment.** Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this EULA without the prior written consent of the other party, except that Intergraph may assign its rights and obligations under this EULA, without your approval, to (i) an entity which acquires all or substantially all of the assets of Intergraph or the Intergraph division providing a product or service subject to this EULA; (ii) an entity which acquires all or substantially all of the product or product line assets subject to this EULA; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Intergraph. Any attempt by you to sublicense, assign or transfer the license or the SOFTWARE PRODUCT, except as expressly provided in this EULA, is void and immediately terminates the license.
- 13.7 Other Intergraph software products.** If you have or use other Intergraph software products, please read this EULA and all other terms and conditions carefully, as there may be differences in the terms and conditions.
- 13.8 Limited Relationship.** The relationship between you and Intergraph is that of independent contractors and neither you nor your agents shall have any authority to bind Intergraph.
- 13.9 Governing Law; Venue and Jurisdiction.** This EULA shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Alabama and shall have been

deemed to have been accepted in Madison, Alabama, United States. You and Intergraph agree that any legal action or proceeding arising, directly or indirectly, out of or relating to this EULA shall be instituted in the Circuit Court for Madison County, Alabama, United States or the United States District Court for the Northern District of Alabama, Northeastern Division. You and 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 EULA shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13.10 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 EULA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS WAIVER OF JURY TRIAL.

13.11 Injunctive Relief; Cumulative Remedies. You acknowledge and agree that a breach of this EULA by you could cause irreparable harm to Intergraph for which monetary damages may be difficult to ascertain or may be an inadequate remedy. You agree that Intergraph will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of this EULA by you, and you expressly waive any objection that Intergraph has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this EULA are cumulative and concurrent and may be pursued separately, successively or together.

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

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

13.14 USE OUTSIDE THE UNITED STATES. If you are located outside the United States, then the provisions of this section shall also apply: (i) Les parties en présence confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient rédigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the SOFTWARE PRODUCT, and you represent that you have complied with any and all regulations or registration procedures required by applicable law to make this EULA fully enforceable.

13.15 Survival. The provisions of this EULA which require or contemplate performance after the expiration or termination of this EULA shall be enforceable notwithstanding said expiration or termination.

14. ADDITIONAL TERMS FOR SPECIFIC SOFTWARE PRODUCTS.

14.1 GeoMedia Software – Additional Terms. The software license specifically for GeoMedia Viewer permits copies to be stored on hard disk and loaded for execution on one or more workstations. The GeoMedia Viewer software may be freely copied, transferred and loaned both inside and outside your company.

14.2 Beta Software - Additional Terms. If the SOFTWARE PRODUCT you received with this EULA is pre-commercial release or beta software ("Beta Software"), then the following additional terms apply. To the extent that any provision in this section is in conflict with any other terms or conditions in this EULA, this section shall 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 use to keep your own similar information confidential, but in no event shall you use less than a reasonable degree of care; and you shall not, without the prior written consent of Intergraph, disclose such Beta Software Information to any person or entity for any reason at any time; *provided, however*, it is understood that you may disclose any Beta Software Information to those of your representatives who actually need such information for the purpose of participating in the proposed evaluation and testing ("Beta Testing") of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of the terms of this EULA. You shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. You agree to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. You acknowledge that the Beta Software is a pre-release, beta version, does not represent final product from Intergraph, and may contain bugs, errors and other problems that could cause system or other failures and data loss. THE BETA SOFTWARE IS PROVIDED TO YOU "AS-IS", AND INTERGRAPH DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO YOU OF ANY KIND. You may use the Beta Software only for evaluation and testing and not for general production use. You acknowledge that Intergraph has not promised or guaranteed to you that Beta Software or any portion thereof will be announced or made available to anyone in the future, Intergraph has no express or implied obligation to you to announce or introduce the Beta Software and that Intergraph may not introduce a product similar to or compatible with the Beta Software. Accordingly, you acknowledge that any research or development that you perform regarding the Beta Software or any product associated with the Beta Software is done entirely at your own risk. During the term of this EULA, if requested by Intergraph, you will provide feedback to Intergraph regarding Beta Testing, including error or bug reports. Upon receipt of a later unreleased version of Beta Software or release by Intergraph of a publicly released commercial version of the SOFTWARE PRODUCT, you agree to return or permanently destroy all earlier Beta Software received from Intergraph. You agree that you will return or destroy all unreleased versions of the Beta Software within thirty (30) days of the completion of Beta Testing when such date is earlier than the date for Intergraph's first commercial shipment of the publicly released commercial software.

- 14.3 Evaluation Software - Additional Terms.** If the SOFTWARE PRODUCT you have received with this EULA is provided specifically for evaluation purposes ("Evaluation Software"), then the following section applies until such time that you purchase a license of the full retail version of the SOFTWARE PRODUCT. To the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section shall supersede such other terms and conditions with respect to the Evaluation Software, but only to the extent necessary to resolve the conflict. You may use the Evaluation Software only for evaluation and testing and not for general production use. You acknowledge that the Evaluation Software may contain limited functionality and/or may function for a limited period of time. Intergraph is licensing the Evaluation Software on an "AS-IS" basis, solely for your evaluation to assist in your purchase decision. If the Evaluation Software is a timeout version, then the program will terminate operation after a designated period of time following installation (the "Time Out Date"). Upon such Time Out Date, the Evaluation Software license will cease operation and you will not be able to use the SOFTWARE PRODUCT, unless you purchase a license for a full retail version of the SOFTWARE PRODUCT. You acknowledge that such Evaluation Software shall cease operation upon the Time Out Date and accordingly, access to any files or output created with such Evaluation Software or any product associated with the Evaluation Software is done entirely at your own risk.
- 14.4 Educational Software Product – Additional Terms.** If the SOFTWARE PRODUCT you have received with this EULA is Educational Software Product (where either an education price is paid for the SOFTWARE PRODUCT, or the SOFTWARE PRODUCT is received by virtue of your participation in an Intergraph program designed for educational or research institutions, or is received through an education grant from Intergraph), you are not entitled to use the SOFTWARE PRODUCT unless you qualify in your jurisdiction as an Educational End User. **You may use the Educational Software Product only for educational and research purposes.** Commercial and general production use of Educational Software Products is specifically prohibited. Additional terms and conditions, as well as the definition of an Educational End User, are detailed in Intergraph's Education Policy which is available from Intergraph upon request.

ATTACHMENT G: BAIR SOFTWARE - ATAC WORKSTATION UTSP TERMS AND CONDITIONS



TERMS AND CONDITIONS
FOR
ATAC WORKSTATION
UPGRADE AND TECHNICAL SUPPORT PLAN (UTSP)

The **ATAC Workstation Upgrade and Technical Support Plan (UTSP)** for one (1) ATAC Workstation License is valid for a **12 (twelve) month period**, beginning from the purchase date. **This UTSP covers the Data Juggler software as well.**

This UTSP entitles the purchaser to the following:

- Unlimited ATAC Workstation software upgrades throughout the support period. Upgrades could include any of the following: additional features, functions, enhancements, cosmetic changes and future operating system compliances.
- Unlimited email technical support.
- A maximum of 24 telephone calls for technical assistance per support period.

Software upgrades are available through Bair Software Inc.'s ATAC User Community web page. ATAC users must participate in the Upgrade and Technical Support Plan in order to gain access to the ATAC User Community web page. Login to the ATAC User Community using the following information:

<http://www.bairsoftware.com/login>

Login:

XXXXXXXX

User Name:

XXXXXXXX

Password:

Thirty (30) days prior to the UTSP anniversary date, Bair Software will automatically invoice the agency. Payment is due no later than 30 days beyond the UTSP anniversary date to continue with the upgrade and support plan. Payment not received within 30 days of the anniversary date voids this contractually binding annual fee and would require the payment of lapsed months to bring the UTSP to date. Likewise, lapse in continuing with the UTSP may require the full purchase of future versions of ATAC to reestablish the UTSP. Monthly billing for the annual UTSP is available upon request.

Telephone support beyond the 24 maximum phone calls allowed is available and billed on an hourly basis at a rate of \$85 an hour. Bair Software employees will inform technical support callers of calls beyond the included 24 technical support calls prior to providing service to avoid unwanted charges. An invoice will be sent to the agency for those authorized "for fee" telephone technical support calls and will include information detailing the nature of the call, the caller information, time of call, duration and service provided.

We reserve the right to discontinue service at any time, without notice, should you be found in violation of the aforementioned terms and conditions.

ATTACHMENT H: BAIR SOFTWARE - RAIDS DATA USAGE AGREEMENT



ATTACHMENT H

DATA USAGE AGREEMENT FOR RAIDS ONLINE

This Data Usage Agreement (the "Agreement") is made this _____ day of _____, 2012 between Bair Software, Inc., 640 Plaza Drive, Suite 340, Highlands Ranch, Colorado 80129 ("Developer") and the City of Fort Lauderdale, a Florida municipality ("Agency"), collectively referred to hereinafter as the "Parties".

RECITALS

WHEREAS, Developer is developing a website (the "Site") that will supply information to the public and law enforcement agencies about the location and nature of certain alleged crimes; and

WHEREAS, Agency has a law enforcement agency that will supply data and other information (the "Data") about the location and nature of certain alleged crimes to Developer for use on Developer's Site; and

WHEREAS, the Parties desire through the sharing of the Data by the Agency and the use of the Data by the Developer to facilitate the sharing of crime data for the benefit of the general public;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, IT IS THEREFORE AGREED AS FOLLOWS:

AGREEMENT

- 1. DATA.** Agency agrees that any Data it provides to Developer may be displayed on Developer's Site consistent with the terms of this Agreement. Agency agrees to keep the Data updated and to ensure that the Data provided by Agency to Developer is displayed on Developer's Site as Agency wishes. Developer is not responsible for the loss of any Data or the accuracy of the Data. Agency represents that Data is accurate, complete and that it maintains a duplicate copy of all Data.
- 2. DATA USAGE DISCLAIMER.** Developer used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Agency is assumed by Developer to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by

Google Geocoder as displayed on the Site are approximate due to automated location methods and address inconsistencies. Developer is not responsible for any errors or omissions in the Data or the use of the Data by any third party, including the public or any law enforcement or governmental agencies.

3. **INTELLECTUAL PROPERTY.** Developer and its licensors retain and reserve exclusive ownership of all worldwide copyrights, trademarks, service marks, trade secrets, patent rights, property rights and all other industrial rights in and to the Site, including any derivative works, modifications, customizations, updates, or enhancements and Developer grants Agency a license to use such rights for the purposes hereunder.

4. **WARRANTY.** DEVELOPER'S SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. AGENCY RECOGNIZES THAT THE "AS IS" CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH DEVELOPER WOULD NOT HAVE AGREED TO ENTER THIS AGREEMENT. DEVELOPER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, WITH REGARD TO THE SERVICES. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SERVICES SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF DEVELOPER WHATSOEVER. AGENCY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTY IN THIS AGREEMENT.

5. **CONTROLLING LAW AND VENUE.** The parties agree the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, any conflict of laws provisions notwithstanding. The parties further agree that any action to enforce the provisions of this Agreement shall be brought in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida, Fort Lauderdale Division.

6. **SAVINGS CLAUSE.** If any provision of this Agreement shall be deemed by any court having jurisdiction thereon to be invalid or unenforceable, the balance of this Agreement shall remain in effect; if any provision of this Agreement shall be deemed by any such court to be unenforceable because such provision is too broad in scope, such provision shall be construed to be limited in scope to the extent such court shall deem necessary to make it enforceable; and if any provision is deemed inapplicable by any such court to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

7. **WAIVER.** Any waiver by either party of any breach of any term or condition of this Agreement shall not be construed as or be deemed to be a waiver of any future breach of such term or condition.

8. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one agreement, binding on the parties hereto.

IN WITNESS WHEREOF, the City of Fort Lauderdale and Bair Software, Inc., execute this Data Usage Agreement for RAIDS Online as follows:

CITY OF FORT LAUDERDALE:

John P. "Jack" Seiler, Mayor

ATTEST:

Jonda K. Joseph, City Clerk

Lee R. Feldman, City Manager

Approved as to form:

City Attorney

WITNESSES:

BAIR SOFTWARE, INC.

By: _____
Print Name:

By: _____
Print Name:

Title: _____

ATTEST:

(Corporate Seal)

Print Name:
Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ as _____ for _____, a _____ corporation.

(Signature of Notary Public)
State of _____

(SEAL)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT I: BAIR SOFTWARE - RAIDS DISCLAIMER AND TERMS OF USE



ATTACHMENT I

DISCLAIMER AND TERMS OF USE

FOR

RAIDS ONLINE

With respect to your access and use of Raidsonline.com (the "Site"), Bair Software, Inc. ("BAIR") provides its services to you, subject to the following Terms of Use ("TOU"), which may be updated by BAIR from time to time subject to your approval, and which updates become effective upon your approval. You are responsible for regularly reviewing these terms and conditions.

In addition, when using the Site, you and BAIR shall be subject to any posted guidelines or rules applicable to such sites or services which may be posted from time to time. In the event that any of the terms, conditions, and notices contained herein conflict with such guidelines or rules, then these terms shall control.

You agree to be bound by these TOU, and indicate such agreement by any access or use of this Site. Your use of this Site demonstrates and manifests your assent to this Agreement. If you do not agree to this Agreement, do not access and use the Site.

- 1. PERMITTED USE.** Subject to these TOU, BAIR hereby grants you the right to access and use the Site solely for the following purposes: (i) if you are accessing the Site as an individual, then any and all use of the Site is for your personal, non-commercial use only; or (ii) if you are accessing the Site on behalf of a government entity, then any and all use of the Site must be for such government entity's internal government purposes in connection with the establishment or continuation of a business relationship with BAIR. You shall not (iii) send or otherwise post unauthorized commercial communications (such as spam) on the Site; (iv) collect content or information, or otherwise access the Site, using automated means (such as harvesting bots, robots, spiders, or scrapers) or by bypassing the Site's user interface without our permission; (v) upload viruses or other malicious code to the Site; (vi) do anything that could disable, overburden, or impair the proper working of the Site, such as a denial of service attack; or (vii) facilitate or encourage any violations of this Agreement. BAIR retains all rights with respect to the Site except those expressly granted to you in this Agreement. Except as expressly permitted hereunder or as otherwise provided by Florida law, you agree not to duplicate, publish, modify, or otherwise distribute the material on the Site. You agree not to frame, or assist third parties in framing, any of the web pages contained in the Site. Such framing is strictly prohibited under this Agreement. The content and software on the Site are the proprietary property of BAIR and/or its suppliers and Partners and are protected by U.S. and international copyright and other intellectual property laws.
- 2. LINKS TO THIRD PARTY SITES.** The Site may contain links or produce search results that reference links to third party web sites ("Linked Sites"). BAIR has no control over these Linked Sites or the content within them. BAIR cannot and does not guarantee, represent, or warrant that the content contained in the Linked

Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. BAIR does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code that can impact your computer or other web access device. By using the Site to search for or link to another site, you agree and understand that such use is entirely at your own risk, and that you may not make any claim against BAIR for any damages or losses whatsoever resulting from such use.

3. **NO UNLAWFUL OR PROHIBITED USE.** As a condition of your use of the Site, you warrant to BAIR that you will not use the Site for any purpose that is unlawful or prohibited by these TOU. You agree not to use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any of BAIR's materials or information through any means not intentionally made available or provided for through the Site.
4. **PRIVACY AND DISCLOSURE OF INFORMATION.** We believe that your privacy and the privacy of all our users is important. Please review our Privacy Policy. If you post any content to the Site, by electronic mail or otherwise, except as otherwise provided by Florida law, we will treat it as non-confidential and non-proprietary to you. By posting any content on the Site, you authorize us to use and allow others to use, distribute, and reproduce the content. BAIR reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in BAIR's sole discretion.
5. **OWNERSHIP OF USER SUBMITTED CONTENT.** You agree that, except as otherwise provided by Florida law, any and all information and content that you provide to the Site becomes the exclusive property of BAIR, and you irrevocably assign all rights of ownership, including, without limitation, intellectual property rights, to BAIR upon submission of the information and content. You represent and warrant that you are the owner of such information and content and are authorized to make such assignment of rights.
6. **OWNERSHIP OF LAW ENFORCEMENT AGENCY SUBMITTED CONTENT.** All information provided by a law enforcement agency is offered and owned by that law enforcement agency. Unless otherwise indicated by the law enforcement agency, and except as otherwise provided by Florida law, all data will be retained by BAIR Software, Inc. and remain accessible by the general public in accordance with the provisions of this Agreement. However, the law enforcement agency shall have the right to cause BAIR Software, Inc. to archive (remove from view) and purge (remove from database) all of its agency data at the agency's request.
7. **WARRANTY DISCLAIMER.** BAIR does not promise that the Site will be error-free, uninterrupted, nor that the Site will provide specific results from your use of any content, search or link on them. The Site and all content contained within them are delivered on an "AS IS" and "AS AVAILABLE" basis. BAIR does not warrant or represent that files you download from the Site will be free of viruses or other harmful features. BAIR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
8. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT OR NEGLIGENCE, WILL BAIR, OR ITS AFFILIATES AND PARTNERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE Site. IN NO EVENT SHALL BAIR's AGGREGATE LIABILITY, OR THE AGGREGATE LIABILITY OF BAIR's AFFILIATES AND PARTNERS, TO YOU FOR ANY LOSS, DAMAGE OR CLAIM RELATED TO OR ARISING OUT OF THE Site EXCEED THE GREATER OF THE FOLLOWING: (A) TOTAL AMOUNTS PAID BY YOU TO BAIR FOR ACCESSING THIS SITE; OR (B) FIVE U.S. DOLLARS (\$5.00).
9. **ADDITIONAL REPRESENTATIONS AND WARRANTIES** You represent, warrant, and covenant that (a) you have the power and authority to enter into this Agreement; and, (b) you will only use the Site in accordance with these TOU.

10. **IRREPARABLE HARM AND INJUNCTIVE RELIEF.** The Site and the information and content made available through such Sites is the result of enormous investment by BAIR in collecting, formatting, organizing and presenting a wide range of information in the public interest for its users under the terms of this Agreement. By using the Site, you hereby acknowledge and recognize the uniqueness of the services provided by the Site and BAIR's substantial investments in such Sites as described herein. Accordingly, in the event of a violation of Section 1, BAIR may be entitled to equitable remedies, including without limitation preliminary and permanent injunctive relief.

11. **DESIGNATED AGENT FOR ALLEGED COPYRIGHT INFRINGEMENT.** BAIR respects the intellectual property of others, and we ask you to do the same. If you believe some content on the Site has been copied in such a way to constitute copyright infringement, please contact us at:

Bair Software, Inc.
640 Plaza Drive, Suite 340
Highlands Ranch, Colorado 80129

12. **GENERAL.** This Agreement shall be governed in all respects by the laws of the State of Florida, USA without giving effect to its conflict of laws provisions, or any other provisions that would result in the application of a different body of law. Both parties submit to personal jurisdiction by and venue in the state and federal courts in the State of Florida, County of Broward, USA, and further agree that any cause of action arising under or relating to this Agreement or your use of the Site shall be brought exclusively in such venue. In the event of any dispute between you and BAIR arising under or relating to this Agreement or your use of the Site in which BAIR is the prevailing party, you agree that you will pay BAIR' reasonable attorneys' fees in connection with BAIR' commencement and prosecution of the action, and, if applicable, its defense of claims you may bring against BAIR. In the event of any dispute between you and BAIR arising under or relating to this Agreement or your use of the Site in which you are the prevailing party, BAIR agrees that BAIR will pay your reasonable attorneys' fees in connection with your commencement and prosecution of the action, and, if applicable, your defense of claims BAIR may bring against you. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Either party's failure to act with respect to a breach by the other does not waive its right to act with respect to subsequent or similar breaches. This Agreement and the terms and conditions contained herein sets forth the entire understanding and agreement between us with respect to the subject matter hereof, and supersedes any prior or contemporaneous understanding whether in written or oral form.

13. **INFORMATIONAL ONLY.** The information displayed in this website is susceptible to some degree of error due to the collection, entry, and geoprocessing of the data. No warranty, representation, or guarantee whatsoever is made or implied regarding the content, accuracy (including, without limitation, geographic accuracy), timeliness, completeness, or sequence of any of the information contained in this website. Neither you, nor any other person, should rely on the data provided herein for any reason; the owners and operators of this website as well as all directors, officers, employees, agents, and affiliates of BAIR Software, Inc. shall not be held responsible for any errors or omissions in this website or produced by any secondary dissemination of this information. The owners and operators of this website have not assessed any specific risk that any convicted sex offender will commit another offense or the nature of any future crime that may be committed. Persons should not rely on the sex offender information in this website, if any, as a safeguard against perpetrators of sexual assault in their communities. The information is provided strictly as a courtesy to the public.

14. **NOTICE OF ERRORS.** If you believe that any information on this website is in error, please be advised that we receive all of our information from state or local authorities, and you should therefore contact your local

police or sheriff's department; such authorities will be able to assist you directly or refer you to another appropriate authority.

15. **CONDITION OF USE.** You understand and agree to each and every provision contained in this disclaimer and waive any and all rights and claims you may or might have against the owners and operators of this website as well as against all directors, officers, employees, agents, and affiliates of Bair Software, Inc., arising from your use of this website.

IN WITNESS WHEREOF, the City of Fort Lauderdale and Bair Software, Inc., execute this Disclaimer and Terms of Use for RAIDS Online as follows:

CITY OF FORT LAUDERDALE:

John P. "Jack" Seiler, Mayor

ATTEST:

Jonda K. Joseph, City Clerk

Lee R. Feldman, City Manager

Approved as to form:

City Attorney

WITNESSES:

Print Name:

(Corporate Seal)

BAIR SOFTWARE, INC.

By: _____
Print Name:

ATTEST:

Print Name:
Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this
_____ day of _____, 2012, by _____ as _____ for
_____, a _____ corporation.

(Signature of Notary Public)

State of _____

(SEAL)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT J: BAIR SOFTWARE - TRANSLATION SERVICE TERMS AND CONDITIONS



TERMS AND CONDITIONS FOR TRANSLATION SERVICE

The **Translation Service** extracts data – using the Data Juggler software – from an agency's Records Management System (RMS) and transfers the MO, PERSONS and VEHICLE offense data to the secured, regional RAIDS Warehouse and/or to the agency's local Analytical Warehouse/Report Server. Data is then cleaned, geocoded and ready for analysis using ATACRAIDS, ATAC or any other analytical application. The Translation Service is performed remotely by BAIR database administrators over the course of one week.

Translation Service provides the following:

- Data Juggler software.
- Translation or extraction of offense (MO, Persons, Vehicles) data from an agency's RMS.
- Scheduling and automation of translation to improve data standardization and save time.
- The option to use the translated data in ATAC, MS Access, MS Excel, ArcGIS and other applications.
- Immediate participation in RAIDS Online, a free regional data sharing solution for the local community.
- Immediate participation in ATACRAIDS (with payment of annual fee), a secured regional data sharing solution for law enforcement.

ATTACHMENT K: AGREEMENT

AGREEMENT

THIS IS AN AGREEMENT, entered into this _____ day of _____, 2012, between:

THE CITY OF FORT LAUDERDALE, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City",

And

INTERGRAPH COPORATION, a Delaware corporation authorized to transact business in the State of Florida as Intergraph Corporation-CAD Systems, hereinafter referred to as "Intergraph".

WHEREAS, pursuant to motion approved by the City Commission at its meeting of September 20, 2011, (Approval Date), the City Commission authorized the execution of this Agreement; and

WHEREAS, the City of Fort Lauderdale desires to improve the analysis and reporting capabilities of the Police Department.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Exhibit "A," titled Ft Lauderdale Police Department, Intergraph Corporation Statement of Work for Business Intelligence For RMS, dated September 11, 2012, is hereby incorporated herein and made a part hereof.
2. Intergraph shall function as the Prime Contractor and Bair Software Corporation shall be the Sub-Contractor for the deliverables listed in Exhibit "A" as described in paragraph 1 above.
3. The Sub-Contractor shall be responsible for furnishing the proof of insurance requirements as indicated below. Intergraph shall be responsible for insuring the Sub-Contractor is in conformance with the insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Sub-Contractor's expense.
4. To the extent that Intergraph is given notice, Intergraph shall provide to the City notice prior to cancellation or modification of any of the Sub-Contractor's required insurance. In the event that the insurer is unable to accommodate, it shall be the responsibility of Intergraph to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the City's Procurement Services Division.
5. Sub-Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida.

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in

accordance with Florida Statutes.

- Workers' Compensation and Employers' Liability Insurance
- Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
- Employers' Liability - \$500,000
- Commercial General Liability Insurance
- Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- Coverage for premises/operations
- Products/completed operations

Automobile Liability Insurance

- Covering all owned, hired and non-owned automobile equipment.
- Limits: Bodily injury \$250,000 each person, \$500,000 each occurrence
- Property damage \$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale Procurement Services Division
100 N. Andrews Avenue,
Room 619
Fort Lauderdale, FL 33301

6. Intergraph agrees to protect, defend, indemnify, and hold harmless the City and the City's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Intergraph under the terms of this Agreement. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.