NAME OF DOCUMENT: _Agreement- Intergraph Corp._

Approved Comm. Mtg. on _12|18|12 Pur-10_ , 2012 ~~CAR#~~ Memo _12-2544_

ITEM: ☐ M - ____   ☐ PH - ____   ☐ O - ____   ☐ CR - ____   ☐ R_____

Routing Origin:☑ CAO   ☐ ENG.   ☐ COMM. DEV.   ☐ OTHER _____

Also attached: ☑ copy of CAR   ☑ copy of document   ☐ ACM Form   ☑ # _2_ originals

By: _CK·_____ forwarded to: _____
      Initials

1.)   Approved as to Content: _____
                                         Department Director

> Capital Improvements defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

<u>Please Check the proper box:</u> CIP FUNDED ☐ YES ☑ NO
                                    Capital Improvement Projects

2.) Approved as to Funds Available: by (See attached CAM) Date:_____
                                              Finance Director

Amount Required by Contract/Agreement $_____   Dept./Div. _____

FUNDING SOURCE: Index/Sub-object _____Project # _____

_____

3.) City Attorney's Office: Approved as to Form #_____ Originals to City Mgr. By: _____

Harry A. Stewart	____	Cole Copertino	____	Robert B. Dunckel	____
Ginger Wald	____	D'Wayne Spence	____	Paul G. Bangel	_PB_
Carrie Sarver	____	DJ Williams-Persad	____		

4.) Approved as to content: Assistant City Manager:

By: _____   By: _____
       Stanley Hawthorne, Assistant City Manager   Susanne Torriente, Assistant City Manager

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5.) City Manager: Please sign as indicated and forward # _2_ originals to Mayor.

6.) Mayor: Please sign as indicated and forward # _2_ originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one original document and forwards _1_ original documents to _CARRIE x5141_

☐ Copy of document to _____   ☐ Original Route form to _____

☐ Attach ____ certified copies of Reso. #_____   ☐ Fill-in date

                                                                                          10/2

C:\Users\Carriek\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\CFDUJR17\New Route form 3 14 12.doc

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INTERGRAPH

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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/complianceandenforcement/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.pmddtc.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.

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.

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.

10.3 **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.

10.4 **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

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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.

11.0 GENERAL.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11   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.

11.12   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.

11.13   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.

11.14   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 redigés 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.

11.15   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.

12.0   ADDITIONAL TERMS FOR SPECIFIC SOFTWARE PRODUCTS.

12.1   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.

12.2   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 supercede 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.

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12.3 **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 supercede 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.

12.4 **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.

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Security, Government & Infrastructure (SG&I)
U.S. Maintenance Terms and Conditions
for Software

This document ("Terms and Conditions") and the Quote to which these Terms and Conditions are attached set forth the terms and conditions for the maintenance of software and related support services by Intergraph Corporation, a Delaware corporation authorized to transact business in the State of Florida as Intergraph Corporation-CAD Systems, ("Intergraph"), for Customer.

1. DEFINITIONS

   1.1. "Affiliate" means any entity or person controlled by or under common control of Intergraph Corporation. For the purposes of this Agreement, the term "control" means ownership, directly or indirectly, of equity securities entitling the owner to exercise in the aggregate equal or more than twenty-five percent (25%) of the voting power of the entity in question. For the avoidance of doubt, any Affiliate of Intergraph Corporation is as well deemed an Affiliate of any other Affiliate of Intergraph Corporation; also Intergraph Corporation is an Affiliate of any of its Affiliates.

   1.2. "Agreement" means (1) the binding contract incorporating these Terms and Conditions as well as the Quote submitted to Customer under Section 2 and/or, if applicable, (2) the binding contract incorporating a Quote submitted to Customer under Section 3.2 and/or Section 12.1 as well as the maintenance service contract terms and conditions referenced therein.

   1.3. "Coverage Period" means the period of performance set forth in the Quote.

   1.4. "Covered Products" means the software listed on the Quote for which Services are to be provided to Customer by Intergraph. Covered Products shall also include additional copies of the software (i) where the original software is already covered by the Agreement and (ii) for which additional licenses are purchased or otherwise obtained by Customer during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.

   1.5. "Customer" means the entity or person purchasing Services.

   1.6. "Quote" means a quotation for Services submitted to Customer by Intergraph or an authorized Intergraph partner, along with a product quotation at time of purchase of the product to be maintained according to Section 2, or a quotation for Services submitted to Customer by Intergraph, according to, Section 3.2 and/or Section 12.1.

   1.7. "Services" means the maintenance and support services for Covered Products that are further described in the Agreement.

   1.8. "Software Product" includes Intergraph's or Intergraph's Affiliate's computer software and all of the contents of the files, disk(s), CD-ROM(s) or other media with which the software is provided, including any templates, data, printed materials, and "online" or electronic documentation, all copies, and any Updates of such Software Products, except as otherwise provided by Florida law for the definition of "computer software." Software

Products are subject to all of the terms and conditions of the End-User License Agreement ("EULA") that the Customer may negotiate and agree to with Intergraph and Customer.

1.9. "Third Party Software" means computer software in which any person or entity, other than Intergraph or Intergraph's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("SLA") that the Customer may negotiate and agree to with the third party.

1.10. "Update(s)" means any Upgrade, modified version, fix, patch and/or update of Covered Products. The use of Updates is subject to all of the terms and conditions of the EULA or SLA provided with Customer's current version of the Covered Products.

1.11. "Upgrade(s)" means each new release of Covered Products. Upgrades require a full installation and may be provided with a separate EULA or SLA. Any EULA or SLA delivered with the Upgrade, as may be negotiated by Intergraph and the Customer, will supersede any EULA or SLA associated with prior releases of the Covered Products.

2. AUTHORIZATION OF SERVICES

By (a) returning a Quote signed by the Customer; (b) submitting a signed purchase order referencing a Quote; (c) paying any charges as set forth on a Quote; or (d) accepting delivery of Services as set forth on a Quote, Customer authorizes Intergraph to provide the Services for Covered Products during the Coverage Period in accordance with the Agreement. The Services will be provided by Intergraph in accordance with the Scope of Coverage as set forth in Section 5. The Agreement shall only become binding and effective upon the written acceptance by Intergraph or the first delivery of the Services set forth in the Quote, whichever is earlier.

3. TERM

3.1. Term. This Agreement shall begin, retroactively (if applicable), on the first calendar day of the first month of the applicable Coverage Period, and shall expire at the end of the Coverage Period unless terminated earlier as provided in Section 18, or renewed by mutual agreement of the parties in accordance with Section 3.2. The Coverage Period shall be for whole months only.

3.2. Renewal. Approximately ninety (90) days prior to the expiration date of any Coverage Period, Intergraph will submit to Customer a renewal Quote that includes pricing for the upcoming Coverage Period. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the renewal Quote. If the Agreement is not entered into based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein, Intergraph, after the preceding Coverage Period has expired, shall be entitled to discontinue Services for the affected Covered Products, including access to system support or knowledge base, and/or end the ability of Customer to log or check support requests.

4. REINSTATEMENT OF MAINTENANCE SUPPORT COVERAGE

4.1. Lapse in Software Maintenance Coverage. The Coverage Period for any reinstated Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase

anniversary date of the lapsed Covered Products. Upon request of Customer, Intergraph will provide a Quote for the Renewal Coverage Period.

4.2. Failure to Obtain Maintenance Coverage. In the event Services were not purchased at the time that the Covered Product was originally purchased, in order to obtain Services, Customer must pay one hundred twenty-five percent (125%) of all maintenance payments from the date the original Covered Product was purchased up to the date the Services are actually purchased, plus one hundred percent (100%) of the remaining Coverage Period that expires upon the anniversary date of the original Covered Product purchase, all calculated at the current maintenance list price. The Coverage Period for such Covered Products will begin on the first day of the month following the month in which the Covered Products were originally purchased.

5. SCOPE OF COVERAGE FOR SOFTWARE PRODUCTS

Services described in this Section apply to Software Products only. Services for Third Party Software are set forth in Section 10.

Intergraph offers two levels of Services for Software Products included in the Covered Products: Standard Support and Premium Support. Under both levels of Services, Intergraph shall provide reasonable commercial efforts to aid in the diagnosis and correction of defects in and provide general advice as to the use of the Software Products included in the Covered Products. The level of Services will be set forth on the Quote and will include the following:

5.1. **Standard Support:** Standard Support will include and be limited to the following:

5.1.1. Help Desk Support. Out-of-the-box functionality support via the Help Desk (telephone or eService via Intergraph's Customer Support Web Site where available at http://esupport.intergraph.com). Phone support for all priority levels of software errors is available on Monday through Friday from 8AM – 5PM at Customer's local time, excluding Intergraph-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website, or can be determined by contacting Customer's local Intergraph office.

5.1.2. Updates. Access to all available Updates of Software Products included in the Covered Products. Intergraph will notify Customer when Updates are made available for any Software Products for which Service has been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Intergraph. If applicable, Customer may also register on the Customer Support Web Site or applicable local support website to automatically receive email notifications when a new release of a Software Product is made available by Intergraph. Updates are shipped to Customer upon Customer request. Intergraph is not obligated to produce any Updates.

5.1.3. Knowledge Base. Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.

5.2. **Premium Support:** Premium Support will include all of the features available under Standard Support. Additionally, when the software error is considered to be critical (meaning production is down), then phone support is also available after-hours and on Intergraph-observed holidays.

Intergraph may not provide both levels of support for all Software Products in all countries. Customer may choose any level of Services offered, however all Software Products included in the Covered Products under the Agreement must have the same level of Services when available.

Services are only available for the current version and the one version prior to the current version of a particular Software Product. Services are limited to the specific Software Products listed on the Quote and functioning on the appropriate Intergraph-supported operating system.

6. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Services by Intergraph is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

6.1. Customer's hardware and operating system software must meet the minimum system requirements specified by Intergraph and made available to Customer upon request.

6.2. Customer's system must have input and output devices that enable the use of Intergraph's diagnostic programs and supplemental tests. The specifications of such devices shall be made available to Customer by Intergraph upon request.

6.3. Customer will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Updates of Covered Products.

6.4. Customer will ensure availability of its own system technical support personnel so that Intergraph can fulfill its Service obligations.

6.5. When reporting problems to Intergraph's Help Desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Intergraph to diagnose and resolve the problem. Customer will grant all necessary access to all required systems, except to the extent such systems contain information that is confidential or exempt from disclosure pursuant to Florida law, as well as to the Covered Products, and any other reasonable assistance needed.

6.6. Customer will carry out any reasonable instructions on troubleshooting or circumvention of the problem provided by Intergraph through the Authorized Contact (as defined below in Section 8.1), and will install any necessary patches, defect corrections or new versions from Intergraph.

6.7. Customer is solely responsible for assuring the compatibility of non-Intergraph products with products provided by Intergraph.

6.8. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Intergraph will not be liable for lost data.

In addition, Customer shall provide for any other requirements reasonably specified by Intergraph and related to the rendition of the Services to be met.

7. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of this Agreement and may be available under separate agreement at an additional charge (collectively "Excluded Services"):

7.1. Installation of any Covered Product, Update, or interface software

7.2. Network configuration

7.3. Configuration or customization of Covered Products to customer requirements.

7.4. System-level tuning and optimization and system administration support

7.5. Programming or software development

7.6. Training

7.7. Services required because the Authorized Contact is not available or is not trained in accordance with Section 8

7.8. On-site Services

7.9. Services outside of the regular business hours associated with the applicable level of Services

7.10. Services required due to modifications of Covered Products by Customer. In the case of Intergraph software modules which assist in the creation and use of Customer software, the performance of Services under the Agreement is restricted to unmodified components of these Covered Products

7.11. Services required due to use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the documentation provided with the Covered Products

7.12. Services required due to failure of software or hardware not supplied by Intergraph and not covered in the Agreement

7.13. Services required due to Customer's use of hardware or software that does not meet Intergraph specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software

7.14. Services required due to software or portions thereof that were incorrectly installed or configured by someone other than an employee, agent, or subcontractor of Intergraph, or used in an environment inconsistent with the support environment specified by Intergraph, or used with peripherals, operational equipment or accessories not conforming to Intergraph's specifications

7.15. Services required due to cases of force majeure, especially lightning strikes, fire or flood or other events not caused through Intergraph's fault.

7.16. Services required due to customer's failure to fulfill the Customer Obligations set forth in Section 6

7.17. Services required due to faulty or incomplete Customer data.

When ordered by Customer, Excluded Services or other software maintenance support services that are outside the scope of this Agreement will be billed by Intergraph according to the stated hourly rates and material prices in effect at the time such service is performed.

8. SYSTEM SUPPORT TECHNICIAN

8.1. Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Services ("Authorized Contacts").

8.2. Customer must make sure that the Authorized Contacts have adequate expertise and experience to make possible a targeted and professionally accurate description of malfunctions and make it possible for Intergraph to handle them efficiently. Authorized Contacts must have successfully completed Intergraph product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the reasonable cost of this training. Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software systems. Customer agrees to promptly notify Intergraph of any replacement of an Authorized Contact.

9. REMOTE ACCESS

Customer will permit Intergraph to electronically access Customer's system via SecureLink™ except to the extent Customer's system contains records that are confidential or exempt from disclosure pursuant to Florida law. SecureLink™ is a tool for providing secure, auditable remote access to Customer's system in order for Intergraph support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. The Authorized Contacts should be available to assist Intergraph Customer Support as needed during this entire process. Customer Support will only access Customer's system with the knowledge and consent of Customer. For local variances specific to the use of remote access tools other than SecureLink™, Customer should contact the local Intergraph support office.

10. THIRD PARTY SOFTWARE

Support and Updates of Third Party Software shall be provided in the fashion and to the extent or duration that Intergraph is authorized to provide such by the third party manufacturer of the Third Party Software, and such Third Party Software Services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and Updates for any Third Party Software that are not listed on the Quote must be obtained from the third party owner of the products or their designated representative.

11. REQUIRED COVERAGE

11.1. Multiple or Interdependent Licenses. Customer may not decline maintenance for individual licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, except in accordance with the relinquishment process described in Section 12.2.

11.2. Prerequisite Licenses. All prerequisite Intergraph software that is necessary to operate the Covered Products for which Customer desires Services under the Agreement must also be included as Covered Products and listed on the Quote.

12. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

12.1. Additions of Covered Products to Maintenance.

12.1.1. Additional Software Products from Intergraph. In the event Customer purchases additional licenses of Software Products from Intergraph during the term of this Agreement, Intergraph will provide Customer with a written extension Quote that reflects the additional licenses, the effective date of Service, and charges for the additional licenses, pursuant to the Agreement.

12.1.2. Additional Software Products from a third party. In the event Customer obtains additional licenses of Software Products from an authorized reseller or by any other means, Customer agrees to promptly notify Intergraph in writing about the newly acquired Software Products, and upon receipt of such notice, Intergraph will provide Customer with a written extension Quote that reflects the additional licenses, the effective date on which Intergraph may commence the Services with respect to the copies of the Software Product pertaining to the additional licenses, and the charges that would be due in return for these Services pursuant to the Agreement.

12.1.3. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the extension Quote submitted to Customer under Section 12.1.1 or Section 12.1.2 as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the extension Quote. If the Agreement is not entered into based on the extension Quote as well as the maintenance service contract terms and conditions referenced therein, then the terms and conditions in Section 4 regarding reinstatement of Services will apply to the additional licenses of Software Products. If, however, the additional Software Products are multiple, interdependent, or prerequisite licenses as described in Section 11 above, Services may not be declined, and Services and the appropriate monthly charges will begin on the effective date as shown on the extension Quote.

12.1.4. Additional Software Products via Software Transfer Policy. Customer shall purchase Services on all additional licenses of Software Products for a site obtained via software license transfer. Any such software license transfers shall be in accordance with the then-current Intergraph Software Transfer Policy and the EULA or other applicable Software License Agreement delivered with the Software Product.

12.2. Removal of Covered Products from Maintenance. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Covered Products from the Agreement for the renewal period. Neither party may remove Covered Products except upon Agreement renewal. Customer may not remove from the Agreement individual software licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, unless Customer has first certified to Intergraph on a "Software Relinquishment Agreement" that the copies of the Covered Product for which Customer desires to cease Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s) except as otherwise provided by Florida law. Should Customer desire to reinstate Services for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

13. PAYMENT

13.1. Terms of Payment. Charges for Services are due and payable annually and in advance. For Customers desiring to pay quarterly and in advance instead of annually and in advance, Customer must request a revised Quote which shall include a convenience fee increase of fifteen percent (15%) of the total annual charges, which convenience fee Customer agrees to pay. The convenience fee shall be prorated and charged to the four quarterly invoices. All charges are due net thirty (30) calendar days from the date of Customer's receipt of proper invoice. Charges for Covered Products added during a Coverage Period shall be prorated to the remaining months of the Coverage Period, in whole month increments only, and such charges shall be due and payable in full thirty (30) days after Customer's receipt of proper invoice.

Past Due Accounts. INTERGRAPH RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Intergraph, Customers who have not paid any charges when due (i) under this Agreement may not be rendered Services until all past due charges are paid in full. Additionally, Intergraph shall charge and Customer agrees to pay interest in accordance with the Florida Local Government Prompt Payment Act for all amounts not received when due. The start of the Coverage Period shall not be postponed due to delayed payment of any charges. If Intergraph is required to file a lawsuit against Customer to collect money owed by Customer, the non-prevailing party in such litigation following any and all appeals agrees to pay the reasonable litigation costs of the prevailing party. These litigation costs include, but are not limited to, reasonable attorney fees and court costs.

14. CUSTOMER WARRANTIES

During the Coverage Period, Customer shall commit to the following:

14.1. Subject to Section 12.2, Customer warrants that for all Covered Products supported under the Agreement, all licenses of a Covered Product for which Customer has multiple copies in its possession and that are located at the site referenced on the Quote, and all prerequisite licenses necessary to operate Covered Products, are listed on the Quote. If all like Covered Products or prerequisite software licenses are not listed on the Quote, Customer agrees to notify Intergraph so that Intergraph may issue a revised Quote to Customer.

14.2. Customer warrants that Services provided herein shall be utilized only for the quantity of Covered Products licenses listed on the Quote.

14.3. Customer shall, and Customer shall cause each of Customer's employees who use the Covered Products to, comply with each and every term and condition of the EULA and/or SLA applicable to the Covered Products supported under the Agreement.

15. INTELLECTUAL PROPERTY

15.1. Software License. Any Upgrades furnished hereunder shall remain the property of Intergraph, Intergraph's Affiliate or applicable third party, and are licensed in accordance with the then current Intergraph EULA, EULA of Intergraph's Affiliate or third party SLA that may be negotiated and agreed to by Customer and Intergraph or Intergraph's Affiliate or third party, respectively, which shall supersede any EULA or SLA associated with prior releases of the Software Products or Third Party Software. Upon Customer's request, Intergraph shall provide customer with such EULA or SLA. Upon Intergraph's request, Customer agrees to negotiate a EULA or SLA, as applicable, for Covered Products provided without an included EULA or SLA.

15.2. Confidential Information. Intergraph and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which is confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law and that is marked confidential, restricted, proprietary, or with a similar designation.

Each party's Confidential Information shall remain the property of that party or respective third party except as expressly provided otherwise by the other provisions of this Agreement. Customer and Intergraph shall each use at least the same degree of care, but

in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that their respective employees comply with these confidentiality provisions.

16. LIMITED WARRANTIES; WARRANTY DISCLAIMERS

16.1. Limited Warranties.

16.1.1. Intergraph Services Warranty. Intergraph warrants for a period of thirty (30) days from the date of Services that the Services provided pursuant to this Agreement, in the form of a defect correction and/or maintenance services, will be performed with reasonable skill and care in accordance with the requirements set forth herein, provided the Covered Products for which the Services are provided are used under normal law enforcement conditions and in strict accordance with the terms and conditions herein. Customer agrees to promptly notify Intergraph of any unauthorized use, repair, or modification, or misuse, as well as suspected defects in any Services provided pursuant to this Agreement.

16.1.2. Intergraph Software Warranty. Intergraph warrants for a period of thirty (30) days from the date of Customer's receipt of any Software Product that, under normal law enforcement use, software delivery media shall be free from defect in material or workmanship. Additional warranties for Software Products may be provided in the applicable Intergraph Terms and Conditions for Sale or other agreement between the parties governing the delivery of Software Products.

16.1.3. Pass-Through Third Party Warranties. Third Party Software is only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.

16.1.4. NO OTHER WARRANTIES. THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF INTERGRAPH. THE LIMITED WARRANTIES PROVIDE CUSTOMER WITH SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY JURISDICTION TO JURISDICTION. IF A GREATER WARRANTY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN INTERGRAPH WARRANTS THE SERVICES OR COVERED PRODUCTS TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

16.2. Remedies. In the event a warranted Service, Covered Product, or Update provided pursuant to this Agreement does not substantially comply with the limited warranties set forth in the Agreement, Intergraph's entire liability and Customer's exclusive remedy shall be, in Intergraph's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in this Agreement.

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

16.3. WARRANTY DISCLAIMERS. ANY WARRANTIES HEREUNDER ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. CUSTOMER SHALL PROMPTLY NOTIFY INTERGRAPH OF ANY SUSPECTED DEFECTS IN COVERED PRODUCTS DELIVERY MEDIA. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTERGRAPH AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INTERGRAPH DOES NOT WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES INTERGRAPH WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES WILL OPERATE UNINTERRUPTED OR ERROR FREE. 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.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTERGRAPH OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, 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, EVEN IF INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INTERGRAPH'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO INTERGRAPH DURING THE PAST TWELVE MONTHS UNDER THIS AGREEMENT AS OF THE DATE THE EVENT GIVING RISE TO THE CLAIM OCCURS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN INTERGRAPH LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

18. TERMINATION

This Agreement may only be terminated prior to its expiration in the following ways:

18.1. Either party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for the other party's business.

18.2. Customer fails to pay Intergraph any amount when due under this Agreement

18.3. Customer's license to the Covered Products for which Customer has purchased Services is terminated.

19. RESTRICTIONS

19.1.[Reserved.]

19.2. United States Government Restricted Rights. If a Covered Product (including any Updates, documentation or technical data related to such Covered Products) 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 also applies.

19.2.1. For civilian agencies: The Covered 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).

19.2.2. For units of the Department of Defense ("DoD"): The Covered 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).

19.2.3. Notice: The Covered 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 manufacturers are the manufacturers. This Covered Product is unpublished and all rights are reserved under the Copyright Laws of the United States.

19.3. Export Restrictions. All Software Products and all Third Party Software (including any Updates, documentation or technical data related to such software products) licensed, purchased, subscribed to or obtained, directly or indirectly, from Intergraph, its subsidiaries or distributors (collectively, "Export Controlled Products") are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. The Export Controlled Products, and the direct product thereof, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

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

19.3.2. 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/complianceandenforcement/liststocheck.htm), the U.S. Department of Treasury Specially Designated Nationals List (www.treas.gov/offices/enforcement/ofac/), and the U.S. Department of State Debarred List (http://www.pmddtc.state.gov/compliance/debar.html).

19.3.3. To any entity if Customer knows, or has reason to know, the end use of the Export Controlled Product is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.

19.3.4. To any entity if Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of an Export Controlled Product should be addressed to Intergraph Corporation's Export Compliance Department, 19 Interpro Road, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

20. TAXES

All charges under this Agreement are exclusive of each and every country's federal, provincial, state, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Customer shall be liable for any and all Taxes except to the extent Customer is exempt therefrom. Taxes shall expressly exclude any federal, state, municipal, or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by Intergraph's income, capital and/or assets. The total invoice amount for charges under this Agreement is subject to increase by the amount of any Taxes which Intergraph is required to withhold, collect, or pay regarding the transactions under this Agreement so that Intergraph receives the full amount of the charges on Intergraph's invoices. Any certificate to exempt the Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

21. GENERAL

21.1. Third Party Providers. Intergraph reserves the right to provide Services through a third party provider subject to Customer's approval of the third party provider.

21.2. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The Agreement supersedes any and all prior discussions and/or representations, whether written or oral, relating to the subject matter of the Agreement and no reference to prior dealings may be used to in any way modify the expressed understandings of the Agreement. Intergraph does not accept any contradictory or additional terms and conditions, even by accepting a purchase order referencing different terms and conditions. The Agreement may be amended only by a written instrument signed by authorized representatives of both parties, and cannot be amended by subsequent purchase order or writing received from Customer without the express written consent of Intergraph. Any reproduction of the Agreement made by reliable means (for example, photocopy or facsimile) will be deemed an original.

21.3. Order of Precedence. In the event of a conflict between the documents that form the Agreement, the order of precedence will be as follows: (i) any addenda executed by Intergraph and Customer, with the latest addendum taking precedence over any earlier addenda; (ii) the Quote; and (iii) these Terms and Conditions.

21.4. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if any provision of the Agreement 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 the Agreement.

21.5. Headings. The various headings in these Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions or any section or provision of these Terms and Conditions.

21.6. No Waiver. Any failure by either party to enforce performance of the Agreement 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 the Agreement.

21.7   Notices. Any notice or other communication ("Notice") required or permitted under the Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. 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 Agreement 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, 19 Interpro Road, Madison, Alabama 35758, Attn: SG&I Contracts, M/S IW17A1.

21.8   Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Intergraph may assign its rights and obligations under this Agreement, without Customer's approval, to (i) an entity which acquires all or substantially all of the assets of Intergraph; (ii) an entity which acquires all or substantially all of the Software Products or product line assets subject to this Agreement; or (iii) any successor in a merger or acquisition of Intergraph. Any attempt by Customer to sublicense, assign or transfer any of Customer's rights or obligations under this Agreement, except as expressly provided in this Agreement, is void.

21.9   Force Majeure. Neither party shall be liable for any failure to perform or observe any of its obligations under this Agreement for as long as and to the extent that such performance is prevented or hindered by any circumstances beyond its reasonable control. By way of example, and not limitation, such causes may include acts of God or public enemies; labor disputes; acts of local, state, or national governments or public agencies; utility or communications failure; fire; flood; epidemics; riots; or strikes. The time for performance of any right or obligation delayed by such events will be postponed for a period equal to the delay. If, however, a party is subject to a force majeure that endures for more than sixty (60) calendar days, the other party has a right to terminate the Agreement upon providing thirty (30) calendar days prior written notice to the party subject to the force majeure.

21.10   Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Florida and shall be deemed to have been accepted in Fort Lauderdale, Florida, United States. The parties agree that any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court for Broward County, Florida, or the United States District Court for the Southern District of Florida, Fort Lauderdale Division. The parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceedings. This Agreement shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

21.11   Waiver of Jury Trial. Intergraph and Customer 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 Agreement.

21.12   Cumulative Remedies. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.

21.13   Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing party in such action shall be entitled to an award of its

reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.

21.14 Governing Language. The controlling language of this Agreement is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only.

21.15 Survival. The provisions of the Agreement which require or contemplate performance after the expiration or termination of the Agreement shall be enforceable notwithstanding said expiration or termination.

SGI-092410b

ATTEST:

Jonda K. Joseph (signature)

Jonda K. Joseph, City Clerk

WITNESSES:

(signature)

Signature

Print Name: **VICTOR S. VASILE**

(signature)

Signature

Print Name: **WAYNE ROBINSON**

(CORPORATE SEAL)

STATE OF **Alabama**
COUNTY OF **Madison**

City of Fort Lauderdale

By: _(signature)_

John P. "Jack" Seiler, Mayor

By: _(signature)_

Lee R. Feldman, City Manager

Approved as to form:

(signature)

Senior Assistant City Attorney

Intergraph

By _(signature)_

Print Name: **Jennifer Williams**

~~President~~ **Director**

ATTEST:

(signature)

Secretary

The foregoing instrument was acknowledged before me this **25th** day of **September**, 2013, by **Jennifer Williams**, as ~~president~~ **Director** for Intergraph Corporation, a Delaware corporation authorized to transact business in the State of Florida as Intergraph Corporation-CAD Systems.

(signature)

(Signature of Notary Public - State of **Alabama**)
(SEAL)

Ta Joshulynn L. Redd

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

My Commission Expires 05-15-2016

Personally Known _____ OR Produced Identification **✓**
Type of Identification Produced **Driver License**

INTERGRAPH

Quote #1-6CGBHT

Period of Performance: 10/01/2012 through 09/30/2013

Customer   Fort Lauderdale FL City Of

Attn: Mark Blanco

Police Department

1300 West Broward Blvd

Ft Lauderdale, FL 33312

Billing Address: Fort Lauderdale FL City Of

Attn: Accounts Payable

100 N. Andrews Avenue, 6th Floor

Fort Lauderdale, FL 33301

Quotation

SW Maint $233,784.96

INTERGRAPH

| Total Service Cost * | $233,784.96 | Service Level: Premium |
| | | Billing Terms: PREPAID |

The maintenance services quoted herein are subject to the attached U.S. Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Intergraph. This quotation expires ninety 90 days from the date of issue by Intergraph.

*Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.

THIS IS NOT AN INVOICE

Offered By: Intergraph Corporation
Security, Government & Infrastructure
(SG&I) Division

Name:

Jonathan
Caparco
Maintenance Contract Administrator

Telephone #:
8552679193

Email:
jonathan.caparco@intergraph.com

Date:
5/16/2012

Fax #:
1-256-730-5641

Accepted By: _____

Name: _____

Title: _____

Telephone #: _____

Email: _____

Date: _____

☐ A Purchase Order will not be issed. Customer signature above constitues notice to proceed with this agreement.

☐ A Purchase Order will be issued and shall reference the terms and conditions of above referenced quote.

Exhibit A

Security, Goverment and Infrastructure

Fort Lauderdale FL City Of

Account Nbr: MDC-2121

Quote: 1-6CGBHT - Fort Lauderdale FL Police - SWO 2013

PO#: TBD

Performance Period: 10/01/2012 Through 09/30/2013

Service Level: Premium

Bill To:

Fort Lauderdale FL City Of
Attn: Accounts Payable
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
USA

Ship To:

Fort Lauderdale FL City Of
Attn: Mark Blanco
Police Department
~~1300 West Broward Blvd~~
~~Ft Lauderdale, Fl 33412~~
USA

Ln	Base Part	Description	Serial	Begin	End	Coverage	Mths	Qty	Mth Cost	Total Cost
	Site Number: 00102191									
1	IPS0001	I/Executive	MME-1-HO1B	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$656.00	$7,872.00
2	IPS0002	I/Dispatcher	MME-1-HO1F	10/01/2012	09/30/2013	Ph Supp with Upg's	12	11	$281.00	$37,092.00
3	IPS0002BCK	I/Dispatcher - Backup License	MME-1-HO2B	10/01/2012	09/30/2013	Ph Supp with Upg's	12	2	$0.00	$0.00
4	IPS0003	I/Calltaker	MME-1-HO1T	10/01/2012	09/30/2013	Ph Supp with Upg's	12	9	$68.00	$7,344.00
5	IPS0004	I/Informer	MME-1-HO2T	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$375.00	$4,500.00
6	IPS0004A	I/Informer to I/LEADS	1-293624539	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$0.00	$0.00
7	IPS0007	I/Executive 2	MME-1-HO1D	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$468.00	$5,616.00
8	IPS0009	I/Mobile Data Terminal	MME-1-HO2P	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$750.00	$9,000.00
9	IPS0015	I/Tracker	MME-1-HO2Z	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$425.00	$5,100.00
10	IPS0018	I/Telephone Device for Deaf - Zetron	MME-1-HO3D	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$171.00	$2,052.00
11	IPS0019	I/LEADS-Server	1-1DJ5O	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$357.00	$4,284.00
12	IPS0020	I/LEADS-Records Management System -	MME-1-2K5UV	10/01/2012	09/30/2013	Ph Supp with Upg's	12	50	$26.00	$15,600.00
13	IPS0020A	I/LEADS-Records Management System -	1-18199487	10/01/2012	09/30/2013	Ph Supp with Upg's	12	24	$26.00	$7,488.00
14	IPS0026	I/LEADS-Jail Management System -	MME-1-VMEU	10/01/2012	09/30/2013	Ph Supp with Upg's	12	10	$18.00	$2,160.00
15	IPS0030	I/LEADS-CAD Link	MME-1-HO2V	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$0.00	$0.00
16	IPS0031	I/Mgt. Analysis & Reporting Sys - Server	MME-1-HO31	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$425.00	$5,100.00
17	IPS0032	I/Mgt Analysis & Reporting Sys - Client	MME-1-HO33	10/01/2012	09/30/2013	Ph Supp with Upg's	12	2	$18.00	$432.00
18	IPS0038	I/Mobile	1-214126309	10/01/2012	09/30/2013	Ph Supp with Upg's	12	80	$19.00	$18,240.00
19	IPS0042B	I/NetViewer - 50 users	MME-1-HO2N	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$853.00	$10,236.00
20	IPS0048	I/FRMS-CADlink	MME-1-HO2X	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$171.00	$2,052.00
21	IPS0051	I/CADLink	1-18619627	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$171.00	$2,052.00
22	IPS0052	I/Fire Station Alerting	MME-1-HO2R	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$171.00	$2,052.00
23	IPS0053	I/Fire Station Printing	1-16295332	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$171.00	$2,052.00

Exhibit A

Security, Goverment and Infrastructure

Fort Lauderdale FL City Of

PO#: TBD

Account Nbr: MDC-2121

Performance Period: 10/01/2012 Through 09/30/2013

Quote: 1-6CGBHT - Fort Lauderdale FL Police - SWO 2013

Service Level: Premium

Ln	Base Part	Description	Serial	Begin	End	Coverage	Mths	Qty	Mth Cost	Total Cost
24	IPS0063C	I/MapEditor NL - Component	000668700102191	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$60.00	$720.00
25	IPS0064A	I/Records Explorer - 15 users	MME-1-4FHG32	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$260.00	$3,120.00
26	IPS1168C	I/Incident Analyst CCComponent	000668700102191	10/01/2012	09/30/2013	Ph Supp with Upg's	12	5	$70.00	$4,200.00
27	IPSF550AA-A	Oracle Std Ed-Appl Spec Named	ORA-12038	10/01/2012	09/30/2013	Ph Supp with Upg's	12	125	$4.00	$6,000.00
28	IPSF584AA-A	Oracle Std Ed-Appl Spec Named User	ORA-12151	10/01/2012	09/30/2013	Ph Supp with Upg's	12	50	$9.00	$5,400.00
29	IPSF585AA-A	Oracle Std Ed-Appl Spec-Processor	MME-1-A85OW	10/01/2012	09/30/2013	Ph Supp with Upg's	12	9	$392.00	$42,336.00
30	SJBX509AA-C	GeoMedia - CC - Component	000668700102191	10/01/2012	09/30/2013	Ph Supp with Upg's	12	5	$47.00	$2,820.00
31	SJBX690AA-C	GeoMedia Pro - CC - English -	000668700102191	10/01/2012	09/30/2013	Ph Supp with Upg's	12	1	$168.00	$2,016.00
32	SJBX880AA-C	GeoMedia Grid CC - Component	000668700102191	10/01/2012	09/30/2013	Ph Supp with Upg's	12	5	$75.00	$4,500.00
33	SUNPRORMSENT	FireRMS v5 Enterprise Edi	MME-1-1ECI3	10/01/2012	09/30/2013	Ph Supp with Upg's	12	13	$62.50	$9,750.00
34	SUNPROSMSENT	FireRMS CAD Interface	MME-1-1EA39	10/01/2012	09/30/2013	Ph Supp with Upg's	12	13	$16.66	$2,598.96

SubTotal for Site Number 00102191 $233,784.96

Grand Total Excluding Tax   **$233,784.96**