

MAINTENANCE QUOTATION SUMMARY



Agreement: 1-1HRYW4L

Performance Period: 12/1/17 through 11/30/18

Payment Type:

Currency: USD

Bill To:

Allen TX City of-PD
Accounts Payable
Finance Department
305 Century Pkwy
Allen TX 75013
USA

Ship To:

Allen TX City of
Eric Matthews
Information Technology
305 Century Pkwy
Allen TX 75013
USA

Quotation Summary:

SW Maint \$71,308.80

Total Services Cost* \$71,308.80

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

The maintenance services quoted herein are subject to the attached Hexagon Safety & Infrastructure Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Hexagon Safety and Infrastructure. This quotation expires ninety (90) days from the date of issue by Hexagon Safety and Infrastructure.

THIS IS NOT AN INVOICE

Offered by: Intergraph Corporation

Accepted by: _____

Signature: _____

Name: _____

Harrison Gough
Maintenance Contract Administrator

Date: _____

10/23/17

Email: _____

harrison.gough@hexagonsi.com

Telephone: _____

2567305851

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

Telephone: _____

Fax: _____

Please mark one of the following options when submitting your acceptance:



A Purchase Order will not be issued.
Customer signature above constitutes notice to proceed with this agreement.



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

MAINTENANCE QUOTATION DETAIL



Allen TX City of

Account Nbr: MDC-3727

Quote: 1-1HRYW4L Allen TX City of 17-18

PO#:

Performance Period: 12/1/17 through 11/30/18

Currency: USD

Bill To:

Allen TX City of-PD
Accounts Payable
Finance Department
305 Century Pkwy
Allen TX 75013
USA

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Allen TX City of
Eric Matthews
Information Technology
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Site Number: 50009106

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
1	RMS0002	inPURSUIT RMS Desktop Client	MME-1-5Q94O2	12/1/17	11/30/18	Premium	12	50	\$34.00	\$20,400.00
2	RMS0001AGY	inPURSUIT RMS Server - Additional Agency	MME-1-5Q94WE	12/1/17	11/30/18	Premium	12	1	\$150.00	\$1,800.00
3	RMS0005	inPURSUIT FBR Client	MME-1-5Q94WK	12/1/17	11/30/18	Premium	12	63	\$15.00	\$11,340.00
4	RMS0004	inPURSUIT FBR Server	MME-1-5Q9572	12/1/17	11/30/18	Premium	12	1	\$616.00	\$7,392.00
6	IPSF60064-A	Oracle Standard Edition One ASFU - Processor - 64 Bit		12/1/17	11/30/18	Premium	12	2	\$61.00	\$1,464.00
7	IPSCUSTOM11	Brazos Interface Development		12/1/17	11/30/18	Premium	12	1	\$455.00	\$5,460.00
8	RMSCUSTOM15	MetaLinx LiveScan Interface		12/1/17	11/30/18	Premium	12	1	\$420.00	\$5,040.00
9	RMSCUSTOM15	Brazos Interface		12/1/17	11/30/18	Premium	12	1	\$490.00	\$5,880.00
10	RMSCUSTOM15	Omega Crime View Interface		12/1/17	11/30/18	Premium	12	1	\$200.90	\$2,410.80
11	RMSCUSTOM15	Texas Peace Officer's Crash Report (Form CR-3 1/1/2010)		12/1/17	11/30/18	Premium	12	1	\$437.50	\$5,250.00
12	RMSCUSTOM15	Orion Interface based on attached assumptions		12/1/17	11/30/18	Premium	12	1	\$406.00	\$4,872.00

Subtotal for Site Number 50009106 \$71,308.80

Grand Total Excluding Tax \$71,308.80



Security, Government & Infrastructure (SG&I)

U.S. Maintenance Terms and Conditions for Software for Allen, Texas

This document sets forth the terms and conditions for the maintenance of software identified in the Quote and related support services provided by Intergraph Corporation d/b/a Hexagon Safety & Infrastructure ("Intergraph") to the City of Allen, Texas ("Allen").

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 this maintenance agreement.
- 1.3. "Covered Products" means the software listed on the Quote for which Services are to be provided to Allen 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 Allen during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.
- 1.4. "Allen" means the entity or person receiving the Services
- 1.5. "Error" shall mean: (1) an error that renders the Covered Product on the total number of workstations/consoles utilizing the Intergraph Software totally inoperative at the same time and/or prevents a multiple users of workstations/consoles utilizing the Intergraph Software at the same time from logging on; (2) the error leads to a significant loss or corruption of transactional data in the system; or (3) an error that results in critical loss of application functionality or performance, compromising the primary purpose of the application for a high number of users and for which a workaround is unavailable. The term "Error" shall not include any error or problem pertaining to the Covered Products or other Software Products implemented for Allen (the "Allen System") reported to Intergraph before the Effective Date.
- 1.6. "Quote" means a quotation for Services submitted to Allen 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 Allen by Intergraph.
- 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 Patches of such Software Products. Software Products are subject to all of the terms and conditions of the End-User License Agreement ("EULA") provided with the Software Product.
- 1.9. "Third Party Software" means computer software or other technology 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") provided with the Third Party Software.

- 1.10. "Patch" means any fix or patch of Covered Products. The use of Patches is subject to all of the terms and conditions of the EULA or SLA provided with Allen'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 will supersede any EULA or SLA associated with prior releases of the Covered Products.

2. AUTHORIZATION OF SERVICES

By executing this Agreement, Allen authorizes Intergraph to provide the Services for Covered Products from December 1, 2017 and run through May 31, 2019. The Services will be provided by Intergraph in accordance with the Scope of Coverage as set forth in Section 4. The Agreement shall only become binding and effective upon the execution of this Agreement.

3. TERM

This Agreement shall begin on December 1, 2017 and run through May 31, 2019 (the "Coverage Period") unless terminated earlier as provided in Section 15. .

4. 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 9.

For an Error, Intergraph shall provide the following 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>). For clarification purposes, Intergraph agrees to provide support to Allen under this Agreement for the Covered Products even if customized or configured by Intergraph.
- Phone support for twenty-four hours a day including weekends and holidays. To request phone support, Allen shall contact the Help Desk only and not individual Intergraph support personnel.
- Patches. Access to all available Patches of Software Products included in the Covered Products. Intergraph will notify Allen when Patches 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, Allen 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. Patches are shipped to Allen upon Allen's request. If during the term of this Agreement modifications to the Covered Products are required pursuant to new regulations or policies from federal and/or state agencies, those modifications to

Covered Products will be made available to Allen to the extent those modifications have been made commercially available to other Intergraph customers. Intergraph will have no obligation to install or provide implementation or training services for the modifications to the Covered Products referenced above on Allen's System.

For data loss that does not qualify as an Error but is of substantial importance to Allen, Intergraph agrees to provide assistance to Allen to retrieve the lost data.

Limitation. Upon Allen reporting a possible Error to Intergraph, Intergraph will evaluate the reported problem and determine if the reported problem is an Error. For any errors that do not meet the criteria set forth above for an Error, Intergraph will not be obligated to provide support. Additionally, Intergraph will not have an obligation to correct an Error arising in the Covered Products if such Error is caused by third party software (including operating system software) or equipment not procured from Intergraph; the correction of such errors is the sole responsibility of Allen. Allen is not entitled to Upgrades or other updates to the Covered Products except for Patches.

5. MINIMUM SYSTEM REQUIREMENTS; ALLEN'S OBLIGATIONS

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

- 5.1. Allen's hardware and operating system software must meet the minimum system requirements specified by Intergraph and made available to Allen upon request.
- 5.2. Allen'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 Allen by Intergraph upon request.
- 5.3. Allen will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Patches of Covered Products.
- 5.4. Allen will ensure availability of its own system technical support personnel so that Intergraph can fulfill its Service obligations.
- 5.5. When reporting problems to Intergraph's Help Desk, Allen will provide a complete description of the Error, along with all necessary documents and information that is available to Allen and required by Intergraph to diagnose and resolve the problem. Allen will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed.
- 5.6. Allen 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 7.1) immediately and in conformity with these instructions, and will install any necessary patches, defect corrections or new versions from Intergraph.
- 5.7. Allen is solely responsible for assuring the compatibility of non-Intergraph products with products provided by Intergraph.
- 5.8. Allen is solely responsible for ensuring its systems, software, and data are adequately backed up.
- 5.9. Allen's Authorized Contact or other system administrator(s) shall make reasonable efforts to resolve the Error consistent with the training provided for System Administrators prior to contacting Help Desk.

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

6. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of this Agreement (collectively “Excluded Services”):

- 6.1. Installation of any Covered Product, Patch, or interface software
- 6.2. Network configuration
- 6.3. Configuration or customization of Covered Products to Allen requirements.
- 6.4. System-level tuning and optimization and system administration support
- 6.5. Programming or software development
- 6.6. Training
- 6.7. Services required because the Authorized Contact is not available or is not trained in accordance with Section 7
- 6.8. On-site Services
- 6.9. Services required due to modifications of Covered Products by Allen. In the case of Intergraph software modules which assist in the creation and use of Allen software, the performance of Services under the Agreement is restricted to unmodified components of these Covered Products. Subject to the terms of this Agreement, this provision does not limit or abrogate Intergraph's commitment to support Errors reported by Allen for customizations or configurations made by Intergraph to Allen's Covered Products.
- 6.10. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Allen's disregard of the installation and operating instructions according to the documentation provided with the Covered Products
- 6.11. Services required due to failure of software or hardware not supplied by Intergraph and not covered in the Agreement
- 6.12. Services required due to Allen's use of hardware or software that does not meet Intergraph specifications or failure of Allen to maintain or perform industry standard maintenance on Allen's hardware or software
- 6.13. Services required due to software or portions thereof that were incorrectly installed or configured, or use 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
- 6.14. Services required due to cases of force majeure, especially lightning strikes, fire or flood or other events not caused through Intergraph's fault.
- 6.15. Services required due to Allen's failure to fulfill the Obligations set forth in Section 5
- 6.16. Services required due to faulty or incomplete data.
- 6.17. Services required to resolve a problem that is not an Error.

7. SYSTEM SUPPORT TECHNICIAN

- 7.1. Allen 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”).
- 7.2. Allen 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. Allen 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 Allen's operating system, network, and hardware and software systems. Allen agrees to promptly notify Intergraph of any replacement of an Authorized Contact.

8. REMOTE ACCESS

Allen will permit Intergraph to electronically access Allen's system via SecureLink™. SecureLink™ is a tool for providing secure, auditable remote access to Allen'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 Allen's system with the knowledge and consent of Allen. For local variances specific to the use of remote access tools other than SecureLink™, Allen should contact the local Intergraph support office.

9. THIRD PARTY SOFTWARE

Support and Patches 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 Patches 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.

10. REQUIRED COVERAGE

- 10.1. Multiple or Interdependent Licenses. Allen may not decline maintenance for individual licenses of a Covered Product for which Allen has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site.
- 10.2. Prerequisite Licenses. All prerequisite Intergraph software licenses that are necessary to operate the Covered Products for which Allen desires Services under the Agreement must also be included as Covered Products and listed on the Quote.

11. ALLEN WARRANTIES

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

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

12. INTELLECTUAL PROPERTY

- 12.1. Software License. Any Patches 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, which shall supersede any EULA or SLA associated with prior releases of the Software Products or Third Party Software. Upon Allen's request, Intergraph shall provide Allen with such EULA or SLA. Upon Intergraph's request, Allen agrees to execute a EULA or SLA, as applicable, for Covered Products provided without an included EULA or SLA.
- 12.2. Confidential Information. Intergraph and Allen each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. 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 marked confidential, restricted, proprietary, or with a similar designation. Confidential Information also shall include, whether or not designated "Confidential Information" (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either Intergraph or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers. In the event a public information request is made to the City of Allen for any information Intergraph deems trade secrets, confidential or proprietary, Allen shall promptly notify Intergraph of such request. Intergraph shall be responsible for raising any legal exceptions to disclosure by timely submitting a written opinion to the Texas Attorney General.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Agreement. Allen 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. This Section shall not apply to any particular information which either party can demonstrate (i) was, at the time of disclosure to it, generally publicly available; (ii) after disclosure to it, is published or otherwise becomes generally publicly available through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without restriction on disclosure; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

12.3 Indemnification. IINTERGRAPH will defend, at its expense, a third party action, suit, or proceeding against Allen ("Claim"), and indemnify Allen from any judgments, settlements, to the extent such Claim is (i) attributable to bodily injury, death, or physical damage to tangible property caused by Intergraph's negligent acts or omissions arising under this Agreement; or (ii) based upon an allegation that a Software Product, Customized Software, or Services Deliverable as of its delivery date under this Agreement, infringes a valid United States patent, copyright, or trademark, or misappropriates a third party's trade secret ("Infringement Claim").

12.3.1 Intergraph's defense and indemnification obligations are conditioned upon:

- 12.3.1(a) Allen providing prompt written notice to Intergraph in writing of any Claim;
- 12.3.1(b) Intergraph having sole control of the defense of any actions and negotiations related to the defense or settlement of any Claim; and
- 12.3.1(c) Allen cooperating fully in the defense or settlement of any Claim.

- 12.3.2 In the event of any Infringement Claim against Allen 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 Allen, defend or settle such proceeding, at Intergraph's expense, Intergraph shall make such defense by counsel of its own choosing and Allen shall cooperate with said counsel.
- 12.3.3 In no event will the indemnification for Infringement Claims apply to any Beta Software or sample, hot fix, royalty free, or evaluation software delivered pursuant to the Agreement.
- 12.3.4 This Article 12.3 provides the sole and exclusive remedies of Allen and Intergraph's entire liability in the event of a Claim. Allen has no right to recover and Intergraph has no obligation to provide any other or further remedies, whether under another provision of the Agreement or any other legal theory or principle in connection with a Claim.

Indemnified items shall include reasonable attorneys' fees and costs, court costs, and settlement costs in proportion to the professional's liability. The Intergraph's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Intergraph under this agreement. This provision shall survive the termination of this agreement.

13. LIMITED WARRANTIES; WARRANTY DISCLAIMERS

13.1. Limited Warranties.

- 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 conditions and in strict accordance with the terms and conditions herein. Allen 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.
- Intergraph Software Warranty. Intergraph warrants for a period of thirty (30) days from the date of shipment of any Software Product that, under normal 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.
- Pass-Through Third Party Warranties. Third Party Software is only warranted pursuant to a pass-through warranty to Allen from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.
- 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 ALLEN WITH SPECIFIC LEGAL RIGHTS. ALLEN 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.

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

- 13.3. 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. ALLEN 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, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. INTERGRAPH DOES NOT WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET ALLEN'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.

14. LIMITATION OF LIABILITY

EXCEPT FOR THE INDEMNIFICATION BY INTERGRAPH OF THE ALLEN AS PROVIDED HEREIN AND 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF

FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY ALLEN MORE THAN TWO (2) YEARS 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 ALLEN. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN INTERGRAPH LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

15. TERMINATION

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

- 15.1. 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.
- 15.2. Either party defaults on its obligations set forth in the Agreement.
- 15.3. Allen's license to the Covered Products for which Allen has purchased Services is terminated.

16. RESTRICTIONS

- 16.1. United States Government Restricted Rights. If a Covered Product (including any Patches, 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.
 - 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).
 - 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).
 - 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.
- 16.2. Export Restrictions. All Software Products and all Third Party Software (including any Patches, 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:
 - To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.

- 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 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>).
- To any entity if Allen 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.
- To any entity if Allen 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, 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

17. 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"). Allen shall be liable for any and all Taxes. 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 Allen at Allen's expense.

18. GENERAL

- 18.1. Third Party Providers. Intergraph reserves the right to provide Services through a third party provider.
- 18.2. Entire Agreement. This Agreement with the attached Quote 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 Allen 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.
- 18.3. 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 Allen, with the latest addendum taking precedence over any earlier addenda; (ii) the Quote; and (iii) these Terms and Conditions.
- 18.4. 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.
- 18.5. **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.
- 18.6. **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.
- 18.7. **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 delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. 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, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.
- 18.8. **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 Allen's 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 under this Agreement; (ii) an entity which acquires all or substantially all of the Software Products or product line assets subject to this Agreement; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Intergraph. Any attempt by Allen to sublicense, assign or transfer any of Allen's rights or obligations under this Agreement, except as expressly provided in this Agreement, is void.
- 18.9. **Force Majeure.** Except for payment obligations under the Agreement, 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.
- 18.10. **Governing Law.** This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Texas and shall be deemed to have been accepted in Collin County, Texas, United States. The parties agree that any legal action or proceeding relating to this Agreement shall be instituted in the Collin County, Texas, or the United States District Court for the Southern District of Texas. 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.
- 18.11. [DELETED]

- 18.12 Injunctive Relief; Cumulative Remedies. Allen acknowledges and agrees that a breach of the Agreement by Allen could cause irreparable harm to Intergraph for which monetary damages may be difficult to ascertain or may be an inadequate remedy. Allen agrees that Intergraph will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of the Agreement by Allen, and Allen expressly waives 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 Agreement are cumulative and concurrent and may be pursued separately, successively or together.
- 18.13 Governing Language. The controlling language of this Agreement is English. If Allen has received a translation into another language, it has been provided for Allen's convenience only.
- 18.14 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.
- 18.15 Boycott Israel. Intergraph verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

CITY OF ALLEN, TEXAS

By: _____

Print Name: _____

Its: _____

Execution Date: _____

INTERGRAPH CORPORATION

By: Debra Thuser

Print Name: DEBRATHUSER

Its: FINANCE DIRECTOR

Execution Date: 11.2.17