CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Dec 17, 2015

Action Requested By: ITS

Agenda Type: Resolution

Subject Matter:

Agreement for I/LEADS Upgrade to WebRMS.

Exact Wording for the Agenda:

A Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Intergraph Corporation DBA Hexagon Safety & Infrastructure for I/LEADS Upgrade to WebRMS, bi- direct software and services, custom field data conversion, and custom WebRMS import mugshot interface for the Huntsville Police Department.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This Agreement will replace ILEADS with WebRMS.

Associated Cost: $468,219.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: Will M. [illegible]

Date: Dec 14, 2015

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **ITS** Council Meeting Date: **12/17/2015**

Department Contact: **Tracy Rosser** Phone # **256-427-5097**

Contract or Agreement: **Intergraph DBA Hexagon Safety & Infrastructure**

Document Name: **I/LEADS Upgrade to WebRMS**

City Obligation Amount: **$468,219.00**

Total Project Budget:

Uncommitted Account Balance:

Account Number: **1000-41-41100-515250-00000000**

Procurement Agreements

Not Applicable	**Sole Source**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating	Will M. [illegible]	12/15/15
2) Legal	Mary C. Cates	12/15/15
3) Finance	Margaret Berger	12-15-15
4) Originating	Will M. [illegible]	12/15/15
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

Resolution No. 15-_____

BE IT RESOLVED by the City Council of the city of Huntsville, Alabama that the Mayor be, and he is authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between the City of Huntsville and Intergraph Corporation, DBA Hexagon Safety & Infrastructure which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement Between the city of Huntsville and Intergraph Corporation DBA Hexagon Safety & Infrastructure for Mobile for Public Safety (MPS) software and services", consisting of a total of eighty-eight (88) pages and Attachment A-9 consisting of one (1) page, and the date of December 17, 2015 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this 17th day of December, 2015.

_____
President of the City Council of the
City of Huntsville, Alabama

APPROVED this 17th day of December, 2015.

_____
Mayor of the City of Huntsville, Alabama

CITY OF HUNTSVILLE
JUSTIFICATION FOR EXEMPTION FROM COMPETITIVE BIDDING
Rev 12/03/2015

DATE: December 11, 2015
FROM: ITS
TO: Procurement Services

Title 41 Section 16 of the Code of Alabama 1975 as amended requires a competitive bid for contracts whose value exceeds $15,000.00. Under exceptional circumstances, such contracts may be awarded without bidding. Because these circumstances are quite specific, we have a duty to justify, document, and memorialize such cases to firmly establish that a claim for exemption is in accordance with the law:

- **VENDOR: Hexagon**
- **PRODUCT/SERVICE: I/LEADS Upgrade to WebRMS**
- **ESTIMATED EXPENDITURE: $ 468,219.00**

This procurement is exempt from competitive bid because it is a contract for:

1. [X] **Sole Source:**
Services or a product having only one vendor or supplier - §41-16-51(a)(13)

2. [ ] **WPC Provision:**
Purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of any waterworks system or sanitary sewer system owned by a municipality and no part of the operating expenses have been paid from revenues derived from taxes or from appropriations of the state, county, or municipality - §41-16-51(b)(7)

3. [ ] **Professional Services:**
Professional services involving an attorney, physician, architect, teacher, superintendent of construction, artist, appraiser, engineer, consultant, certified public accountant, public accountant, or other individual possessing a high degree of professional skill where the personality of the individual plays a decisive part - §41-16-51(a)(3)

4. [ ] **Impossible to Compete:**
Purchase of personal property which by its very nature is impossible to award by competitive bidding - §41-16-51(a)(13)

5. [X] **Security or Safety:**
Services or purchase of product related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures - §41-16-51(a)(15)

6. [ ] **Cooperative Purchasing Program (not valid for FTA Grantee):**
Services or purchase of a product offered through a national or regional governmental cooperative purchasing program approved by the Alabama Department of Examiners of Public Accounts §41-16-51(a) (16)

7. [ ] **Other:** exempt item not specifically listed above:

8. [ ] **FTA Sole Source:** See next page

Attach requesting department justification and supporting vendor statements to this page.

Requesting Department Head

ITS
Department

Procurement Supervisor

Finance Director

Legal Depar tment

Mayor or Administrator

DEPARTMENT JUSTIFICATION

I/LEADS RMS Upgrade Exemption from Bidding
12/10/2015

Intergraph has recently changed its name to Hexagon and is in the process of transition to the new name. This justification supports the exemption from bidding request for the purchase of Hexagon's WebRMS as the upgrade to the Hexagon I/LEADS Records Management System (RMS) for the following reasons:

As provided by ALA Code 41-16-51(15), which states, "Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures," the City is not required to competitively bid the services and commodities provided with WebRMS.

Requesting Department Head	ITS Department

DEPARTMENT JUSTIFICATION

I/LEADS RMS Upgrade Sole Source
12/8/2015

Intergraph has recently changed its name to Hexagon and is in the process of transition to the new name. This request for a Sole Source purchase of Hexagon's WebRMS as the upgrade to the Hexagon I/LEADS Records Management System (RMS) for the following reasons:

1. While other vendors provide web-based functionality for Law Enforcement Records Management Systems, WebRMS was designed and created as an upgrade for the current I/LEADS system. This bridges the knowledge gap for the users who will be using the new system because of familiarity with the application and terminology.
2. Hexagon provides out-of-the-box data conversion scripts to easily transition existing ILEADS data and historical information into WebRMS. Other vendors would require a substantial amount of time creating, testing and manipulating data through multiple test conversions. And, data loss would most certainly occur. With Hexagon, the historical data will be available for analysis and investigative purposes.
3. Huntsville Police Department requires that any RMS have a seamless interface with the Hexagon Computer Aided Dispatch (CAD) system used by Huntsville/Madison County 911. WebRMS is the only product that has a pre-built interface that is delivered with standard installation. While interfaces can be developed in other systems through an application programming interface (API), no other system has this ready interface to Intergraph CAD. This pre-built interface guarantees that system upgrades will not negatively impact the interface with CAD.
4. No new licenses are required for the WebRMS product. The existing I/LEADS licenses will be converted to WebRMS licenses at no additional cost to the City of Huntsville. Other vendor products require the purchase of new licenses at a substantial cost.
5. Huntsville Police Department requires that the system is browser agnostic. WebRMS meets this requirement, while many other vendor products are restricted to specific browsers. Maintaining a browser based solution reduces the amount of client hardware and software administrative management. All software maintenance and updates are handled server-side. Additionally, management of the existing Citrix environment won't be necessary to maintain client connectivity in the field, since WebRMS is a browser based application.
6. Huntsville Police Department requires that vendor support for the new RMS system be provided in an expedited manner to provide a system that is highly available. Because of the headquarters in Huntsville, Alabama, Hexagon is uniquely positioned to provide this support.
7. Extensive research was done by a cross-functional team of Police Department and Information Technology personnel to review RMS's from seven other companies. While other vendors have acceptable functionality, Intergraph has demonstrated a commitment to support and partner with the City of Huntsville Police Department by providing a quote that is more than half the cost of preliminary pricing for implementation and ongoing maintenance received from other vendors.

The combination of features and requirements above uniquely qualifies WebRMS as the only system that meets the needs of the I/LEADS RMS upgrade.

Requesting Department Head	ITS Department

Victor S. Vasile
Hexagon Safety & Infrastructure
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Madison, Alabama 35758
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victor.vasile@hexagonsi.com
www.hexagonsafetyinfrastructure.com

December 10, 2015

Lisa Vaughan
Applications & Development Manager
Information Technology Services
City of Huntsville

Re: Single Source Certification for inPURSUIT WebRMS, BI Direct, and Custom Interface with CTS Systems (the "Project")

VIA EMAIL (lisa.vaughan@huntsvilleal.gov)

Dear Ms. Vaughan:

Pursuant to your request and in accordance with ALA CODE §§ 41-16-50 *et seq.* (2015), Intergraph Corporation d/b/a Hexagon Safety & Infrastructure ("Hexagon") is pleased to certify that Hexagon is the single and only source able to legally provide the City of Huntsville (the "City") the integrated software solution and services provided in that certain Statement of Work titled, "I/LEADS Upgrade to WebRMS, BI Direct and CAGIS Software and Services Custom Field Data Conversion and Custom WebRMS Import Interface from CTS Systems."

Hexagon has recently developed a new version of its records management system software solution called WebRMS, which is intended to replace ILEADS, the records management system the City currently uses and has Hexagon maintain. The records management system is designed to serve as a dynamic data repository for Huntsville Police Department ("HPD") that facilitates the delivery of effective and efficient protection of the City and its citizens. WebRMS will be utilized by HPD to, among many other things, ascertain the criminal history of suspects, including persons an officer has pulled over for a traffic citation. As recognized by HPD and police officers throughout the country, having reliable and real-time intelligence about the person with whom the officer is about to interact is vital for officer safety – it is imperative for an officer to know whether the person with whom he/she is interacting is a violent felon. In this way, WebRMS has a significant impact in facilitating the security and safety of HPD officers and the citizens and property of the City of Huntsville. As provided by ALA CODE § 41-16-51(15), which states, "Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures," Hexagon is of the understanding that the City is not required to competitively bid the services and commodities provided with WebRMS.

As a long standing ILEADS licensee and a customer that has procured maintenance and support services from Hexagon, the City is entitled to exchange its existing ILEADS licenses for WebRMS licenses at no cost, which is reflected on the quote. The WebRMS software constitutes the central focus of the Project. While the City receives the WebRMS licenses at no additional cost, it must procure additional ancillary software and services to implement the solution. Only Hexagon is able to provide the necessary ancillary software and services to implement WebRMS given its proprietary and copyrighted nature. Because the WebRMS integrated solution is proprietary and copyrighted software, Hexagon is the only vendor authorized to provide licenses for, implement, and support the WebRMS integrated solution identified in the SOW, which means the professional services and ancillary products provided under the SOW need not be competitively bid. ALA CODE § 41-15-51(13).

Finally, the solution described in and to be provided under the SOW is customized for the City of Huntsville. The WebRMS solution as configured and customized will be unique to the City of Huntsville, and only Hexagon is able to provide such products and services. *See* ALA CODE § 41-16-51(11).

As the hometown of the majority of Hexagon personnel, Hexagon strongly values its relationship with the City. Our employees have a vested interest in ensuring HPD remains well equipped to meet the challenges in public safety. Should you have any questions, or require additional information related to the nature of WebRMS and Hexagon's understanding of ALA CODE § 41-16-51, please do not hesitate to contact me.

Sincerely,

/s/ Victor S. Vasile

Victor S. Vasile
Divisional Counsel
Hexagon Safety & Infrastructure

HEXAGON
SAFETY & INFRASTRUCTURE

Agreement between City of Huntsville and Intergraph Corporation DBA Hexagon Safety & Infrastructure for:

I/LEADS Upgrade to WebRMS, BI Direct Software and Services, Custom Field Data Conversion, and Custom WebRMS Import Mugshot Interface for the Huntsville Police Department

November 23, 2015

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Introduction

This statement of work is submitted to serve as a mutually acceptable Agreement ("SOW" or "Agreement") between Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("Hexagon") and the City of Huntsville ("Customer"). This SOW defines the software and services required to upgrade I/LEADS to WebRMS, implement BI Direct for WebRMS, provide data conversion services including custom fields, and deliver a custom EdgeFrontier import interface from the Customer's CTS America system for the Huntsville Police Department.

The project contemplated in this SOW is intended to migrate the Customer from I/LEADS records management system to WebRMS. Microsoft® has phased out and discontinued support for its FoxPro technology, which is the basis for I/LEADS. Hexagon believes that continuing to develop software using unsupported technology would not be in our customers' best interest. The WebRMS product suite is based on new technology, which offers a better platform for future growth and enhancements. WebRMS products use state-of-the-art technology, such as .net services, and utilize the strong information-sharing practices of Service Oriented Architecture (SOA). These modern development practices give Intergraph a stable growth path so we can invest in and enhance our RMS long into the future.

The WebRMS product suite offers a variety of benefits which include:

- WebRMS is a state-of-the-art, thin-client, browser-based system. This supports current technology trends and eliminates the need to install records management system software on all client machines. Customers can simply click on a URL for easy system administration.
- WebRMS customers can take advantage of the operational reporting offered in Business Intelligence Direct (BI Direct), BI Direct provides customers with BI functions, including preconfigured reports, ad hoc report development, and a data universe. Customers can purchase Business Intelligence Premium (BI Premium) to support advanced reporting and analytics.
- Intergraph's EdgeFrontier® software will be used for rapid deployment of internal product interfaces, such as I/CAD to WebRMS. Streamlining processes with EdgeFrontier reduces risk associated with interface development and services delivery, and gives you a version-independent platform and scalable hub for integration to internal and external systems. This facilitates the upgrade process and enables Intergraph and our customers to easily troubleshoot and monitor interfaces, and decrease the total cost of ownership.
- New Workflow Utility supports WebRMS and FBR, providing a consistent, integrated workflow between both products. This means customers can initiate a workflow in FBR and continue it through WebRMS, streamlining the process and preventing duplicated efforts.

As part of its maintenance agreement with Hexagon, the Customer is entitled to exchange its existing I/LEADS software licenses for WebRMS licenses at no additional cost, which is reflected herein and the attached quote. The project described herein identifies the services and additional software the Customer has asked Hexagon to provide to implement WebRMS and additional functionality.

Unless specifically noted within this SOW, all software shall be the standard commercial off-the-shelf ("COTS") product.

Functionality not identified in this SOW may be included at additional cost with appropriate revisions to the SOW.

General Assumptions

This SOW is based upon the following assumptions:

- Hexagon and the Customer will review the SOW and determine a mutually agreeable date for the services to be performed. Note: This purchase must be complete prior to any tentative dates being confirmed.
- WebRMS requires a minimum CAD version of 9.2
- Customer must be under a current software maintenance contract.
- I/LEADS will be upgraded to the most current point release version of WebRMS at the time the upgrade commences, as long as the level of effort remains the same as proposed in this SOW. If a major software release occurs during project implementation, this software release will not be included in the project. Hexagon generally releases one major features version of the software every 12 to 18 months. Major features releases generally are accompanied by multiple minor point releases, on a quarterly basis. During project implementation and prior to "live" production operations, if the inclusion of a point release is mutually determined by both the Customer and Hexagon to be required to meet system requirements, that point release version may be installed and implemented.
- This SOW encompasses the standard upgrade to Commercial Off-the-Shelf (COTS) WebRMS. If additional services and products are requested, they will be quoted separately.
- This SOW does not include upgrade of I/LEADS JMS.
- The Customer is responsible for the purchase of all applicable database licenses/software. See Attachment 3: Public Safety System Specifications for instructions on how to access the Customer Support page to see the Supported Environments documentation..
- This SOW does not include upgrading any Oracle, Microsoft products, or Microsoft licensing changes that may be required for this upgrade.
- The Customer is responsible for the purchase, installation, and testing of any new hardware. The Customer is responsible for providing hardware that meets the Hexagon minimum configurations for hardware. See Attachment 3: Public Safety System Specifications. Note: If a more current release of software is certified for release at the time of the execution of this SOW, the Customer's hardware must meet the current specifications should they elect to upgrade to that version.
- Customer is responsible for the WAN/LAN.
- Customer is responsible for the wireless infrastructure, if it is used with the new product.
- Customer's network infrastructure meets minimum bandwidth requirements. See Attachment 3: Public Safety System Specifications.
- During system implementation, 24x7 unrestricted VPN access is required for Hexagon developers and implementers who will need to have multiple resources connecting at the same time. Hexagon will adhere to the Customer's VPN and account policies, to include termination of the account upon violation of these policies. This requirement enables rapid development and testing of those interfaces that Hexagon cannot test in-house, resolution of system configuration issues, and troubleshooting capabilities. Hexagon will also require external VPN access while on site to access various Hexagon resource libraries. After system cutover, Hexagon will VPN into the live system only at the Customer's request, and will follow all of the Customer's required VPN access procedures.
- The Hexagon Implementation teams must have access to all servers and workstations that are applicable to the WebRMS, and BI Direct for WebRMS project. This includes having a Domain Login with local administrative privileges to remove/install software, access to registries, the ability to set scheduled tasks, and remote access to applicable desktops.

- If the upgrade requires a change in operating system, the new OS will be purchased and installed by the Customer. See Attachment 3: Public Safety System Specifications for the minimum specifications required for operating system needed for the Hexagon software included in this SOW.
- The interface protocol and interface switches for any current I/LEADS interfaces have not changed from the existing implementation.
- The third party interface functionality or version for any current I/LEADS interfaces has not changed from the existing implementation.
- Informer/Mobile/Field Based Reporting (FBR) functionality assumes Customer is using Mobile for Public Safety (MPS).
- This SOW includes a single Test/Training environment setup, which will be a copy of the production environment. Setup of a Disaster Recovery environment is not included, but can be added to the quote at the request of the customer.
- The SOW assumes that the Customer's primary data center location is 300 Madison St., Huntsville, AL 35801, and the secondary data center location is 300 Wheeler Drive, Huntsville, AL 35801.
- This SOW and quote include implementation at the primary data center only.
- The Customer is responsible for any hardware and third party software necessary for implementing interfaces, beyond that provided by Hexagon per the contract agreement.
- No software product enhancements or customizations are included in the scope of this upgrade except as otherwise specifically provided under this SOW.
- Maximum training day is 8 hours in length, including breaks and will not exceed 8 hours per 24-hour period. Specific start and end times will be coordinated prior to the commencement of training.
- This SOW assumes the Customer is responsible for all internal training of all end users on the upgraded software upon satisfactory completion of Train-the-Trainer sessions conducted by Hexagon for Customer's trainers.
- This SOW does not include data migration to a new or different vendor's database platform (i.e. Oracle to SQL.
- System and training documentation provided by Hexagon with this upgrade will be standard COTS documentation and Help Files, and will not be customized to the Customer's site-specific configuration. All documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.
- It is understood by the Customer that this I/LEADS upgrade to WebRMS represents a significant change in the product architecture and functionality. All custom I/LEADS items that are on maintenance (including interfaces, custom reports, and customized functionality) will be reviewed and discussed. Some prior customizations may not be appropriate with WebRMS and may not be included in the upgrade. Hexagon will work with the Customer to determine which interfaces and customizations are candidates for upgrading to WebRMS. Those items not on maintenance may incur an additional expense to upgrade.
- Federal UCR and NIBRS are part of the COTS WebRMS product. Modifications required as a result of State mandated reporting requirement changes are not covered under maintenance, and could be quoted when requested by the Customer.
- State reporting (I/LEADS Incident Based Reporting: IPS0022) currently under a maintenance contract will be upgraded to WebRMS with its current functionality.
- Customer will coordinate and facilitate any discussions with third party vendors and ensure they are available for support during live Cutover, if needed.

Project Deliverables

The deliverables for this SOW will be as follows:

- Project Management Services: The Project Manager will, at a minimum, direct the following activities:
  - Act as single point of contact for the Customer from Kick off through Cutover to Production.
  - Coordinate and determine, with Customer, a mutually agreed-upon conference call meeting schedule, during which project status and issues will be reviewed.
  - Provide a mutually agreed-upon detailed upgrade schedule in Microsoft Project format within 30 days of execution of this Agreement .
  - Verify the Intergraph product release schedule.
  - Order Intergraph software (if applicable).
  - Resolve any issues that arise during the project implementation by coordinating with appropriate Hexagon or Customer resources.
  - Prepare a checklist of responsibilities and tasks to be completed during the Cutover Task approximately 30 days prior to Cutover. Discuss the Cutover plan with Customer and the Hexagon on-site team.
  - Process Change Orders (if applicable).
  - Verify Hexagon and Customer activities related to this SOW have been completed in timely manner.
  - Verify Customer-provided hardware meets Hexagon specifications.
  - Verify software configuration is ready for live Cutover.
  - Coordinate resolution of any post live Cutover issues with the Customer and Hexagon.
  - Pricing includes up to seven (7) project manager trips including an onsite trip during the upgrade week.
  - Provide Customer status reports on a monthly basis or other mutually agreeable time frame.
  - Coordinate completion of all project tasks set forth herein.
  - Ensure all documentation provided hereunder is delivered.
- Software installation services as described in this SOW.
- RMS Data Conversion services for COTS I/LEADS fields
- Data conversion services for custom I/LEADS and SysGUI Fields limited to the fields as defined in Task 2.
- Transition to live operations services as described in Task 9 of this SOW.
- Training services as described in Tasks 4 and 6 of this SOW.
- Software updates for products covered under a current maintenance agreement. Below is a list of all products that are currently under maintenance and therefore will be included in the upgrade.
  - I/LEADS-Records Management Sys – Server License(s)
    - The Customer's current I/LEADS Server (IPS0019) product will be upgraded to Intergraph's WebRMS Server (RMS0016) application via Hexagon's special program (SXMA220) that facilitates this exchange. The Customer is responsible for any difference in maintenance cost between the I/LEADS product and the WebRMS product.

- The Customer's current I/LEADS Test Server (IPS0019TST) product will be upgraded to Intergraph's WebRMS Test Server (RMS0016TST) application via Hexagon's special program (SXMA220TST) that facilitates this exchange.

- I/LEADS-Records Management Sys - Desktop Client License(s)
  - The Customer's current I/LEADS-Records Management System CC - Desktop Client (IPS0020) licenses will be upgraded to Intergraph's WebRMS Concurrent User Licenses (RMS0017) via Hexagon's special program (SXMA219) that facilitates this exchange. The Customer is responsible for any difference in maintenance cost between the I/LEADS client licenses and the WebRMS Client licenses.
  - The Customer's current I/LEADS-Records Management System CC - Desktop Client Test (IPS0020TST) licenses will be upgraded to Intergraph's WebRMS Concurrent User Licenses (RMS0017TST) via Hexagon's special program (SXMA219TST) that facilitates this exchange.
- The Customer's current I/Informer to I/LEADS (IPS0004A) license will be upgraded to I/Informer for WebRMS (IPS0004WR) via Hexagon's special program (SXMA227) that facilitates this exchange.
- I/LEADS Interfaces currently on maintenance will be considered for upgrading. The following custom interfaces are on maintenance:
  - Ultra UCR Interface

- The following new products will be included with the Upgrade to WebRMS:
  - WebRMS Server License - Load Balancing License (RMS0016LOB) – Qty 1
  - BIDirect for inPURSUIT WebRMS (includes 20 CC User Licenses) (SBND3090L) – Qty 1
  - I/Informer for WebRMS NL - Test License (IPS0004WRTST) – Qty 1
  - EdgeFrontier Runtime Engine (IPS3042) – Qty 1
  - EdgeFrontier Runtime Engine - Test License (IPS3042-TST) – Qty 1
  - Intergraph WebRMS Connect for EdgeFrontier (IPS2043) – Qty 1
  - Intergraph WebRMS Connect for EdgeFrontier - Test License (IPS2043TST) – Qty 1
- EF Import Interface – Mugshot / SMT from CTS (IPS3042RMSCUST-1) – Qty 1

  Intergraph will create a one way import interface between the RMS and the CTS America system. The interface will import mugshot and scars-marks-tattoos (SMT) information from CTS. CTS will send the arrest number and demographic information of the arrested person and this information will be used for finding the related arrest in the RMS. An Interface Control Document (ICD) will be created for this effort.

- First year maintenance on new products:
  - Maintenance on the following Intergraph software products will begin upon production use:
    - EdgeFrontier Runtime Engine (IPS3042) – Qty 1
    - EF Import Interface – Mugshot / SMT from CTS (IPS3042RMSCUST-1) – Qty 1
  - Maintenance on BIDirect software (BIDirect for inPURSUIT WebRMS (includes 20 CC User Licenses) (SBND3090L) will begin upon shipment to the Customer.
    - Business Intelligence Maintenance Begins with License Purchase; Maintenance Renewals Must be Received Before Current Maintenance Term Expires. Due to constraints related to third party content in the Business Intelligence suite, the maintenance term must begin when Business Intelligence licenses are purchased. The maintenance must renew, if elected, on the anniversary of the license purchase; therefore, your renewal instructions must be received prior to the performance period begin date shown in the attached quote and without any lapse in coverage. Any maintenance renewal received on or after the performance period begin date is considered to be a lapse in coverage and will not be accepted by Hexagon. Therefore, if your renewal for the Business Intelligence license maintenance is not received by Hexagon by the performance period begin date, when you wish to upgrade to a new version of Business Intelligence, you shall be required to purchase an upgrade of the Business Intelligence products at a price that is fifty percent (50%) of the then current list price, plus one year of maintenance coverage from the date of the upgrade purchase. You will not be eligible to obtain support services from Hexagon during any lapse in maintenance coverage for the Business Intelligence products.

Task 1: Server Software Staging

Hexagon will install and perform initial configuration of the WebRMS, and BI Direct system software on the server hardware designated by the Customer to be used for upgrade activities. The software to be installed and configured as reflected in Attachment 7: Configuration Diagram.

Task Assumptions

In addition to the general assumptions detailed on pages 3 and 4, the following additional assumptions apply to this task:

- All work for this task will be performed remotely
  - Hardware designated by the Customer for staging the upgrade to WebRMS is for the sole purpose of upgrade staging and will not serve other roles

Task Prerequisites

The following items must be completed by the Customer and fully deployed prior to beginning this task:

- Production system hardware fully installed, racked, cabled, powered, and on the network
- Operating system fully installed, updated, configured, and joined to the Customer domain
- Hard disk configuration completed per Hexagon requirements as set forth in Attachment 3 of this SOW
- Customer specific/enterprise applications installed and configured (remote management, anti-virus, etc.)
- Hexagon domain user account(s) created and provided with local administrative privileges on all server hardware to be staged under this task
- Remote access enabled on all servers for the Hexagon users account(s)
- VPN credentials and client (if needed) provided to the Hexagon Project Manager
  - Not required if Customer is using SecureLink

Task Description

Server Setup Verification

Hexagon resources will remotely connect to the servers and verify they have been set up according to the Hexagon setup standards. If no discrepancies are found, software installation will proceed.

Any deviation from the server setup standards will be documented and provided to the Hexagon and Customer Project Managers. The Hexagon resource assigned to this task will determine if the deviation affects task completion and notify the Hexagon Project Manager.

Any deviation that affects task completion will cause this task to be aborted and re-scheduled. All tasks dependent upon completion of this task are subject to schedule change.

Software Installation

Hexagon resources will remotely install the following software components on the Customer-designated server hardware. Software installation details are provided in Attachment 7: Configuration Diagram.

Task Completion Criteria

This task will be considered complete when all designated WebRMS server hardware has been staged.

The Customer will be provided with a task completion signature form to confirm that the task has been completed and the remaining tasks can proceed.

Task 2: I/LEADS Database Conversion

Hexagon resources will convert the I/LEADS database schema by customizing the conversion scripts and executing the conversion application.

Task Assumptions

In addition to the general assumptions detailed on pages 3 and 4, the following additional assumptions apply to this task:

- The Customer has provided Hexagon with a recent full backup of Customer's existing production database.
- The SOW includes fields listed below with ????????? with the following assumptions:
  - The Customer can identify the field names
  - The fields are in a table listed below. If not in one of the tables listed, additional services may need to be added
- This SOW includes data conversion for COTS I/LEADS fields and the following custom I/LEADS fields:
  - Arrest Module:
    - ARCHRG.LOCALID: Citation Number
    - ARMAIN.CONDITION, ARMAIN.RESIST: Check Box for Resisting Arrest and Condition of Arrestee
    - ARMAIN.CUSTJUV: Confidential Juvenile checkbox is a required field by the State.
    - ARMAIN.CUSTJURIS: Jurisdiction checkbox is a required field by the State.
    - ARMAIN.CUSTARINJ: Injuries pick list is a required field by the State.
    - ARMAIN.ENTEREDBY: Entered by
  - Employee Module
    - EMMAIN.CALLSIGN: Call Sign
    - EMMAIN. OFF1, EMMAIN.OFF2: Days
    - EMMAIN.VEHICLEID: Vehicle Number
    - EMMAIN.????? Duty Assignment
  - Incident Module
    - LWMAIN.CUSTJUV: Confidential Juvenile checkbox is a required field by the State.
    - LWMAIN.CAT2: Report Status is a required field by the State.
    - LW?????.?????: Primary Officer is a required field by the State.
    - LWMAIN.LIGHTING: Lighting (This was added for Robbery Grant purposes)
    - LWMAIN.ENTERED_BY: Entered by
    - LWNAMES.RAPELOC: Rape Location is a required field by the State.
  - Name Module:
    - NMMAIN.?????: Immigration Number

- NMMAIN.DEPORTDATE: Deportation Date

- Property Module
  - PRMAIN.?????: Audit Information
  - PRMAIN.EVENTID: Event #
  - PRMAIN.STAC: STAC Case #
- UCR Table:
  - UCR2ST.DEGREE: Degree is a required field by the State.
  - VHSTATUS.OWNVERIFY: Vehicle Status: is a required field by the State.

- The I/LEADS field will be mapped to a destination field in the same table as other fields on the I/LEADS form.
- If the I/LEADS field does not map to a COTS WebRMS field, the customer is responsible for creating the custom destination field in WebRMS; this information will then be used for the data migration.
- There will be no data cleansing or data manipulation done for any migrated fields; data type and values will be consistent between the two databases.
- Once the I/LEADS database full backup has been taken, which will be used for the conversion staging activity, the Customer will implement a change freeze on the production I/LEADS system.
- If a change freeze is not possible, the Customer agrees to be responsible for replicating any and all changes performed to the production I/LEADS system to the upgrade staging WebRMS system.
- Any custom database options (i.e. triggers, stored procedures, functions) or custom views existing in the I/LEADS RMS database will be irrelevant and no specific work will be performed to bring these over during the upgrade as the WebRMS software uses a totally different schema.
- Due to new and changing functionality, the Customer should expect that not all administrative/configuration items will be converted. These items can be re-entered by the Customer after administrative and configuration training.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging task complete
- The Customer has provided full database backup to Hexagon
- Change freeze in place on production I/LEADS system

Task Description

Hexagon will restore the full I/LEADS database backup provided by the Customer into the Hexagon SmartCloud. A Hexagon resource will then process the database conversion by initially upgrading the database to I/LEADS version 9.0 (if needed).

The conversion scripts associated with the custom fields listed above have been included in the pricing and will be performed as part of this task.

Hexagon resources will then execute the conversion scripts on the I/LEADS 9.0 database to convert it to the WebRMS format. Hexagon resources will validate the data in WebRMS based on general knowledge of the applications. It is important, however, for the Customer to perform their own data verification and validation.

During the upgrade and conversion process it will be necessary to fix data anomalies and inconsistencies that would violate the structure of the new WebRMS database schema. None of these changes will alter the fundamental content of the database and no Customer data will be altered other than to correct errors necessary for the upgrade to process. The fixes performed may include changes to reformat dates, parse name or address data or bringing across legacy pick list data to the new WebRMS formats. This does not include any type of cleanup or cleansing of legacy data such as reformatting of free-form text fields, modifying data content to minimize or standardize existing pick list values or elimination of duplicate names. Hexagon will document all data issues that were addressed as part of the upgrade scripts and report those back to the Customer.

It may be necessary for the Customer to provide information to the Hexagon resources in order to fix data issues. If it is not obvious how to fix a data inconsistency or discrepancy, the Hexagon resource will seek guidance from the Customer. It is important that the Customer be prepared to respond quickly to any questions that arise. When the WebRMS conversion has been completed, the converted database will be transferred from the secure Hexagon domain servers to the Customer's staging system. If the Customer-provided staging hardware and the upgrade work was done there, no transfer is required.

Task Completion Criteria

This task will be considered complete when:

- The WebRMS database schema conversion process has been finished and the converted database has been loaded onto the Customer staging hardware.
- Basic testing by the Hexagon resources has been completed and all necessary services start and run without error.
- The Customer will be provided with a task completion signature form to confirm that the task has been completed and the remaining tasks can proceed.

Task 3: Business Process Analysis

During this task Hexagon resources will conduct an on-site Business Process Analysis (BPA). If extended analysis services or product customizations have been purchased then those items will also be discussed and documented during this phase.

Task Assumptions

In addition to the general assumptions detailed on pages 3 and 4, the following additional assumptions apply to this task:

- This task consists of both on-site and remote activities
- This task includes up to five (5) consecutive days on-site.
- The Customer will identify the appropriate attendees and Subject Matter Experts (SMEs) for the BPA sessions. Note: appropriate SMEs have the authority to make requirements decisions
- The Customer will ensure attendees and SMEs are available to participate in their designated sessions

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging task has been completed

Task Description

Hexagon resources will be on site to work through a BPA of the activities managed through the Customer's I/LEADS system. The BPA session will be conducted in a workshop environment to allow for Customer feedback and discussion. The session will consist of a morning session led by Hexagon personnel designed for discussion and demos pertaining to the business process scheduled for that day. The afternoon session will involve time for Hexagon to develop documentation of the knowledge and information gathered during the morning sessions. Customer involvement in the afternoon session is not required. Time will be scheduled during these sessions to review and confirm the validity of the documentation. Following the conclusion of the BPA session, Hexagon will develop a BPA document that provides a summary of the Customer's business processes (as discussed during the BPA meetings) through a combination of narrative and workflow diagrams. The document will also list any decisions and issues identified during the sessions.

Hexagon will provide the BPA document to the Customer for review and incorporate any Customer feedback and comments into the final version.

Any optional analysis services that have been purchased will be conducted during this phase.

Any additional custom configuration or development services that have been purchased (excluding interfaces) will be designed and documented during this phase.

It is expected that some functionality will be deprecated or replaced with newer enhanced functionality. Where this applies, Hexagon and the Customer will work together to appropriately configure the COTS system to meet the business requirements.

Requests to develop new functionality not available in the COTS WebRMS application or purchased as part of this upgrade will be priced as a separate SOW.

Task Completion Criteria

This task will be completed when Hexagon resources deliver the final BPA document to the Customer.

The Customer will be provided with a task completion signature form to confirm that the task has been completed and the remaining tasks can proceed.

Task 4: Configuration of Products

During this task Hexagon resources will work with and train the Customer to configure the WebRMS application based on the information collected during the Business Process Analysis.

Task Assumptions

In addition to the general assumptions detailed on pages 3 and 4, the following additional assumptions apply to this task:

- This task consists of both on-site and remote activities
- The maximum training day is 8 hours in length, including breaks
- No more than 12 agency personnel may attend

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Business Process Analysis task has been completed.
- Appropriate training facilities have been identified and set up

Task Description

Hexagon resources will conduct several training classes designed to provide the Customer's System Administration and Core Team staff with the knowledge they will need to configure the WebRMS system.

Three configuration workshops will be conducted where Hexagon resources are on site to assist the Customer with configuring their system. It is expected that after each workshop, the Customer will have a period of time to complete the configuration covered in the prior workshop before the next workshop is conducted.

Instruction includes:

- WebRMS Configuration instruction and training including workflow analysis for WebRMS, and:
  - WebRMS System Overview & Configuration Training (IPST3501) (Refer to Attachment 4: for course descriptions)
- Address Server and mapping configuration instruction

Task Completion Criteria

This task will be completed when the configuration training has been completed

The Customer will be provided with a task completion signature form to confirm that the task has been completed and the remaining tasks can proceed.

Task 5: Interface Upgrades

During this task, Hexagon resources will upgrade any custom interfaces that have been developed by Hexagon on an active maintenance agreement and as mutually agreed upon as being available for upgrade to WebRMS.

Task Assumptions

In addition to the general assumptions detailed on pages 3 and 4, the following assumptions apply to this task:

- All work for this task will be performed remotely
- The Customer will provide a list of all interfaces with their I/LEADS application, indicating which were developed by Hexagon, and which were developed in-house or by third parties
  - Although interfaces developed by others or developed by Hexagon and not on maintenance will not be upgraded under this SOW, it will be important to discuss how that functionality will be addressed after the migration to WebRMS.
- Only those interface products currently listed on the Customer's maintenance agreement may be included in the upgrade
  - If there are interfaces the Customer has in production that are not listed on the maintenance agreement, a change order will be required to add additional scope to the upgrade SOW, as well as an adjustment to the Customer's maintenance agreement and cost.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging and Database Migration tasks completed
- The Customer has provided Hexagon with the documentation of all interfaces.

Task Description

For each interface on maintenance deemed feasible for WebRMS, Hexagon will use the functionality in the current custom interface to create an updated design document for use with WebRMS. This document, once reviewed by the customer, will then be used to develop the new interface.

After interface development and internal testing has been completed, the interface will be installed on site for Customer testing and verification.

In some cases, changes in product functionality may affect an interface on maintenance. If this happens, Hexagon will notify the Customer so that appropriate decisions can be made about interface functionality.

Requests to configure any new functionality previously not available will be priced as a separate SOW.

Task Completion Criteria

This task will be considered complete when the appropriate interfaces have been migrated to the WebRMS version.

The Customer will be provided with a task completion signature form to confirm that the task has been completed and the remaining tasks can proceed.

Task 6: Training

During this task Hexagon resources will conduct Administrative and Train-the-Trainer training sessions for Customer-designated personnel. Refer to Attachment 2: for a course description.

Task Assumptions

In addition to the general assumptions detailed on pages 3 and 4, the following additional assumptions apply to this task:

- The maximum training day is 8 hours in length, including breaks
- No more than 12 agency personnel may attend
- Session is a formal training presentation based on the COTS version
- Agency core team personnel will attend to address questions about workflow, policy, or agency specific procedure/configuration

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging, Database Migration, Product Configuration, and Interface Upgrades completed.
- The Customer has installed and configured at least 1 workstation for use by the Hexagon instructor during the sessions.
- The customer has installed and configured at least 1 workstation per student attending the session.
- An appropriate training room has been identified and set up with the workstation from item 2, at least one LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.

Task Description

During the Training phase, Hexagon resources will conduct several classes covering the administration and maintenance of the WebRMS system. Train-the-Trainer sessions will also be conducted for WebRMS, and BI Direct.

Classes include:

- WebRMS System IT Administrator Training (IPST3502) – 1 Session
- WebRMS Train-the-Trainer Training (IPST3503) – 1 Session
- WebRMS Reports & Deployment Training (IPST3504) – 1 Session
- Business Intelligence Direct for WebRMS – Sys Admin Training (IPST3300) – 1 Session
- Business Intelligence Direct for WebRMS – End User Training (IPST3301) – 1 Session

Task Completion Criteria

This task will be complete when Hexagon has delivered all contracted training sessions to the Customer.

The Customer will be provided with a task completion signature form to confirm that the task has been completed and the remaining tasks can proceed.

Task 7: System Functional Testing

During this task the Customer will conduct internal functional testing of the upgraded system. Hexagon does not perform functional testing of the Customer's upgraded system, but does provide a functional test plan for COTS WebRMS as an aid to the Customer. All testing is the sole responsibility of the Customer. Hexagon resources will review issues filed via Siebel by the Customer as a result of the Customer testing conducted in the Functional Testing task. Hexagon resources will work within the product capabilities to resolve issues.

Task Assumptions

In addition to the general assumptions detailed on pages 3 and 4, the following additional assumptions apply to this task:

- The Customer will conduct functional testing in a timely manner, with remote support from Hexagon resources.
- The Customer will file a service request (SR) in the Siebel Customer Portal for all issues encountered as part of testing. SRs must contain all information required as specified on the Trouble Reporting Guide. SRs can be filed for, but not limited to:
  - Errors
  - Configuration change requests
  - Questions
- All SRs filed as part of the functional testing for the upgrade must have a summary that begins with "WebRMS UPGRADE:" This is required to ensure the issue is properly routed to the Hexagon resource assigned responsibility for issue resolution in the Functional Testing Issue Resolution task.
- The Customer will respond as quickly as possible to inquiries from Hexagon resources assigned to work reports of trouble.
- Issue resolution is defined as either:
  - The issue has been resolved with additional configuration via the COTS product tools
  - In the case of product defects, an appropriate change request, defect (CR-D) has been filed with the Hexagon product center for review and classification
- Issues that cannot be resolved by the Hexagon Public Safety services resources (implementation) will be tracked via Siebel.
- If the issue discovered is a priority 2 or higher it may qualify for a patch request.
- If the customer requests, a patch request will be filed for the version specified.
- Delivery of a patch is not guaranteed and is at the sole discretion of Hexagon.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks completed.

Task Description

Hexagon will provide to the Customer a standard Functional Test Plan for WebRMS tailored to the modules to be used at this site. The Customer may choose to further customize this test plan to incorporate their business processes. Customized Test Plans must be reviewed by Hexagon implementation staff prior to beginning the functional tests.

Once Hexagon informs the Customer in writing that the system is ready for functional testing, the Customer will complete this testing within a 30-day period.

During the functional tests, the Customer will work through the functional test plans, making note of the success or failure of each item. For any issues encountered, the Customer will file a service request via the Siebel Customer Portal. The appropriate Hexagon resources will respond as quickly as possible.

During functional testing issue resolution, the Hexagon resources will respond to those technical or functional problems the Customer has encountered or answer functionality questions the Customer has submitted.

Issue resolution is very much a team effort. Hexagon will rely on the Customer to report reasonably detailed and accurate information about the problems encountered including but not limited to:

- A reasonably complete and accurate description of the problem using Hexagon COTS terminology
- A reasonably complete workflow description that allows the problem to be reproduced
- The name and contact information for the person reporting the issue

When the Customer has notified Hexagon that their testing is complete, and Hexagon has completed the issue resolution tasks, a readiness review will be conducted to ensure the system and the Customer are ready for cutover to production use. This will be a remote meeting conducted via teleconference.

Task Completion Criteria

This task will be complete when the Customer provides written notification to Hexagon that the system has passed functional testing and is ready for production use or 60 days after written notice by Hexagon that the system is ready for functional testing (whichever comes first).

The Customer will be provided with a task completion signature form to confirm that the task has been completed and the remaining tasks can proceed.

Task 8: Readiness Review

During this task Hexagon lead technical resources, the Hexagon Project Manager, and the Customer team will meet and determine if the upgraded system is ready for production use.

Task Assumptions

In addition to the general assumptions detailed on pages 3 and 4, the following additional assumptions apply to this task:

- This meeting will take place remotely via WebEx and/or conference call.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks must be completed
- All non-defect priority 2 or higher issues have been resolved

Task Description

The readiness review meeting is intended to ensure all parties involved with the I/LEADS migration to WebRMS review the WebRMS system status and verify when ready for production use.

During the meeting, a readiness review checklist will be provided and followed to ensure all necessary aspects of the system are addressed.

In addition, the Readiness Review verifies that the following has occurred:

- Cutover Plan is approved
- Pre-Cutover Testing according to the Functional Test Plan is completed
- Establishment and approval of a schedule for cutover activities
- Identification and scheduling of Hexagon and Customer resources required for go-live activities

System cutover notification is communicated to internal and external interface stakeholders supplying systems integral to go-live operations.

Task Completion Criteria

This task will be complete when the readiness review has been conducted and all parties agree that the system is ready for production use.

The Customer will be provided with a task completion signature form to confirm that the task has been completed and that cutover to production use can proceed.

Task 9: Cutover to Production Use

During this task, Hexagon personnel will assist the Customer in placing the system into productive use on the new version of WebRMS.

Task Assumptions

In addition to the general assumptions detailed on pages 3 and 4, the following additional assumptions apply to this task:

- Hexagon will have two implementation resources on site for the week of Cutover to production use.
- Hexagon personnel will be on site at least 1 day prior to live operations and will provide post-live on-site support for 3 days, with on-going focused phone support following the on-site support period.
- Cutover to production use will take place on the day and time designated by the Customer but will occur no later than Tuesday of the week designated for Cutover. If Cutover cannot take place due to issues solely within the control of the Customer, there may be a cost associated with re-scheduling the upgrade Cutover.
- Customer technical personnel must be present to provide support for the system. Customer training personnel and core team members will be scheduled to provide knowledgeable Customer support to all shifts during the first few days after cutover to live operations in conjunction with the scheduled Hexagon staff.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks must be completed.
- Readiness review has been conducted with Hexagon, and the Customer agreeing that cutover can proceed.

Task Description

The Cutover to production use is the culmination of the tasks that comprise this SOW. During the Cutover process, the following tasks will be completed:

- Production use of the existing version I/LEADS system will be stopped. Downtime varies and an estimated downtime will be provided by the Project Manager based on information gathered during configuration and testing phases. Interface downtime can be far longer depending on circumstances surrounding the cutover.
- The existing I/LEADS database will be migrated again to the new WebRMS system. This is done to capture all RMS data that has been generated since the full system backup was taken in the Database Migration task.
- System access will be restored and basic testing performed by Hexagon resources to ensure all components are functional.
- Production use of the system will be restored.

Task Completion Criteria

This task will be complete when the successful Cutover to live operations on WebRMS has taken place.

The Customer will be provided with a task completion signature form to confirm that the task has been completed.

Task 10: Post-Cutover Support

During this task, Hexagon resources will provide support for the Customer who has just cut over to WebRMS.

Task Assumptions

In addition to the general assumptions detailed on pages 3 and 4, the following additional assumptions apply to this task:

- Post-Cutover support is performed by one Hexagon resource, on site for one week and remotely for the following week.
- Post-Cutover support is provided Monday-Friday during normal business hours. Standard after-hours emergency support procedures remain the same for the duration of this task except as specified below.
- Issues will be reported via the Siebel Customer Portal and contain all information required as specified on the Trouble Reporting Guide provided with this SOW.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks must be completed.

Task Description

The Post-Cutover support task is designed to provide the Customer with dedicated, quickly accessible support for problems, questions, or errors encountered in the 14 days following the Cutover to production use of the upgraded system. The Customer shall contact the Hexagon project manager for any P1 or P2 to software described herein for errors that have occurred during this time period.

During this task, Hexagon resources will be assigned all SRs that are filed by the Customer against the upgraded system(s). Hexagon resources will work to identify and remedy the cause of the trouble reported.

Should the trouble discovered be categorized as a defect, the Hexagon resource will file a change request defect (CR-D) with the Hexagon product center. Any CR-D filed by the Hexagon resource becomes the responsibility of the Hexagon product center and shall not stop full system acceptance unless the priority of that CR-D is determined to be a priority 1 or 2. The priority levels are determined by the specifications in the customer support agreement.

The Post-Cutover support period is not a configuration period. Requests for new configurations that are not related to resolving an error condition cannot be supported during this time frame. This is done to ensure the stability of the system delivered and that focus remains on errors or problems rather than the introduction of new opportunities for errors or problems.

Task Completion Criteria

This task will be complete when the 14-day Post-Cutover period has expired and all open P1 and P2 issues have been resolved, or categorized as defects and filed with the product center.

The Customer will be provided with a task completion signature form to confirm that the task has been completed.

Acceptance Criteria

The Customer will provide Hexagon with written notice that they are ready to proceed with cutover. After cutover, WebRMS shall be considered accepted with written authorization by the Customer, or when there has been a period of ten (10) business days (which commences at upgrade cutover) with zero (0) P1 issues, whichever comes first. However, if P1 issues are reported the acceptance criteria process begins again after the issue has been resolved or a mutually agreed upon workaround has been provided. If a P2 error occurs, the Customer will immediately notify Hexagon and, if determined to be a P2 error, the ten day acceptance period will be suspended. Intergraph personnel shall resolve the problem and the acceptance period will recommence at the point where it was suspended.

P1 issues are defined as:

- Loss of Data
- Data Corruption
- Production Use Prohibited (such as the entire solution or a major component is down and unavailable for production or any production-limiting problem with a specific component of the solution, for which there is no known work-around, and the component cannot be used until this failure has been corrected.)

Schedule

Scheduling of Hexagon services will occur upon receipt of this executed document, and receipt of Customer's purchase order (if applicable). Hexagon and the Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

Price

Pricing for the SOW is in accordance with the following Hexagon quote which is included as an attachment:

Q111615cla_HSVPD_LEADS-WebRMS_Cust DC_Mugshot IF

This purchase is for software, services, and training only. First year maintenance is included for new Intergraph software, exclusive of exchanged software licenses, which begins at production use. First year maintenance for new Business Intelligence (BI) software products begins upon shipment to the Customer.

Hexagon will submit invoices to the Customer at the following address:

Huntsville AL Police Department
ATTN: Stephanie Stegall-Elliott
ITS Department
101 Church Street, Suite 201
Huntsville, AL 35801

Refer to Attachment 1: Hexagon Remittance Instructions.

FUTURE MAINTENANCE PRICING

To the extent the Customer's system composition remains the same, except for the software added herein or in the Agreement for Mobile for Public Safety, then maintenance pricing shall be as follows:

Coverage Period November 1, 2016 to October 30 2017	$50,000
Coverage Period November 1, 2017 to October 30 2018	$55,000
Coverage Period November 1, 2018 to October 30 2019	$60,500
Coverage Period November 1, 2019 to October 30 2020	$66,550
Coverage Period November 1, 2020 to October 30 2021	$73,205
Coverage Period November 1, 2021 to October 30, 2022	$80,525

Terms of Payment

Payment for this SOW will be due according to the following payment schedule:

Payment Milestone	Payment Percentage
Upon execution of this SOW	25%
Upon completion of System Overview and Configuration Training (IPST3501) as described in Task 4	25%
Upon completion of BI Direct for WebRMS - Sys Admin Training (IPST3300) as described in Task 6	25%
Upon acceptance as defined in the Acceptance Criteria	25%

Project Deliverable Sign Off Form

HEXAGON
SAFETY & INFRASTRUCTURE

PROJECT DELIVERABLE SIGN OFF FORM

CUSTOMER NAME, ANYWHERE USA – PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

TYPE OF DELIVERABLE

☐ SOW Tasks ☐ Payments ☐ Plans/Designs ☐ Training ☐ Other

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION
THIS SECTION DESCRIBES THE DELIVERABLE

$AMOUNT OF PYMT
(If applicable)

With the deliverable described above complete, the Customer shall have ten (10) working days after receipt of a written request from Hexagon to either sign-off that the deliverable has been met or state in writing to Hexagon the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) working day period then the deliverable will be deemed to have been signed off.

The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria and supersedes all prior requirements for this item.

Customer acknowledges completion of this payment milestone according to the Contract Payment Milestone Schedule and provides authorization to invoice this milestone.

Authorized Customer Representative
Customer Contact Name

_____ _____

SIGNATURE **DATE**

Approval Signatures

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the _____day of

_____, 2015

City of Huntsville,
Alabama, A Municipal
Corporation

DATE: _____

By: _____
Mayor Tommy Battle

ATTEST:

BY: _____

Charles E. Hagood
Clerk Treasurer

Intergraph Corporation d/b/a Hexagon Safety & Infrastructure

DATE: _____

By: Jennifer Williams

Its: Jennifer Williams

ATTEST:

BY: _____

This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/services within this SOW. The terms and conditions of this SOW cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

Attn: SG&I Order Administration
Hexagon Corporation
P. O. Box 240000
Huntsville, AL 35813
Phone: (256) 730-2705
Fax Numbers: 800-239-2972 or 256-730-6089
Email: sgiordersall@hexagonsi.com

Attachment 1: Hexagon Remittance Instructions

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

Pay To:
SWIFT Code: ESSEUS33
Bank: SEB (Skandinaviska Enskilda Banken), New York, NY, USA
Account Name: Intergraph Corporation SGI Division
Account Number: 00007583
Intermediary Bank Information:
SWIFT Code: IRVTUS3N
Bank Name: Bank of New York Mellon, New York, NY

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

EFT Receipts via Automated Clearing House (ACH):
Account Number: 1030429611
Company Name: Intergraph Corporation d/b/a Hexagon Safety & Infrastructure
Routing Number: 043000096
Beneficiary Bank name: PNC Bank N.A.
Address: Pittsburgh, PA 15222
Phone#1-877-824-5001, Opt 1 and Opt 3
Contact: Lockbox Group, Product Client Services

Checks:
Send your prepay check or remit payment upon receipt of invoice by:
USPS Mail
Intergraph Corporation d/b/a Hexagon Safety & Infrastructure
7104 Solution Center
Chicago, IL 60677-7001

Overnight:
Lockbox Number 777104
350 East Devon Avenue
Itasca, IL 60143
If you have questions regarding the accompanying invoice or new remittance instructions, please call Cathy Simpson at 1-256-730-8403 or Carol DeFiore at 256-730-6750.

INTERGRAPH CONTACT FOR ALL PAYMENT NOTICES:
Cathy.Simpson@hexagonsi.com
Intergraph Corporation d/b/a Hexagon Safety & Infrastructure
305 Intergraph Way
Madison, AL 35758-0015
Phone: 256.730.2000
TIN: 63-0573222

Correspondence Only:
PO Box 240000
Huntsville, AL 35813
www.Hexagonsi.com

Attachment 2: Training Course Descriptions

Hexagon will provide training services as outlined below.

Customer Responsibilities:

- The Customer will be responsible for providing a training area with a white board, projector, and sufficient workstations for the participating students. Hexagon recommends a maximum of one student per workstation, unless otherwise noted in the course description.
- The Customer will be responsible for loading all client software on training workstations and ensuring that all workstations are connected to the training LAN and database.
- The Customer must ensure that all training workstations and servers are operational prior to the agreed start of training classes. Hexagon will remotely VPN into the Customer network and check the training workstations to ensure they are functionally ready for training sessions. Customer will provide VPN or secured remote connectivity to these workstations; otherwise a trip, which will require additional cost, will be added to this SOW. Notwithstanding the foregoing, if Customer's inability to provide VPN or secured remote connectivity is directly caused by Hexagon's acts or omissions, then the Customer would not be responsible for an onsite trip by Hexagon.
- The Customer will provide internal training to users that are unable to attend the Hexagon provided training.
- The following training courses will be provided under this SOW:
  - WebRMS System Overview & Configuration Training (IPST3501) – 1 Session
  - WebRMS System IT Administrator Training (IPST3502) – 1 Session
  - WebRMS Train-the-Trainer Training (IPST3503) – 1 Session
  - WebRMS Reports & Deployment Training (IPST3504) – 1 Session
  - Business Intelligence Direct for WebRMS – Sys Admin Training (IPST3300) – 1 Session
  - Business Intelligence Direct for WebRMS – End User Training (IPST3301) – 1 Session

WEBRMS SYSTEM OVERVIEW AND CONFIGURATION TRAINING (IPST3501)

This course provides an overview of, and introduction to, the WebRMS System and Global Features. It also discusses options for configuring the WebRMS application, and teaches participants how to use the built-in configuration tools of the WebRMS. It also includes how to create user security accounts, permission groups, workflow roles, and determine decisions to be made. This enables users to get an early start on configuring the WebRMS application.

MAJOR TOPICS

- WebRMS Navigation
- Review of all modules Available to the Agency
- Global Features
- Linking Records
- Creating and Editing Records
- Searching for Data (Standard and Advanced Searches)
- Search Features
- Narratives
- Attachments
- Alerts on Records
- Understanding the Master Indices (Master Name, Vehicle and Location)
- Security – Groups, Users and Roles
- Combining Master Index Records
- Code Table Management
- Working in Customization Mode
  - Code Maintenance
  - Code Operations
  - Code Expirations
  - Password Maintenance
- UI Customization
  - Customizing the Screens/Modules
    - Panels
    - Required and Hidden Fields
    - Page Controls
    - Label and Fields
    - Adding Tabs
  - Audit Trail

PREREQUISITES

Knowledge of basic Agency's business process and workflow

An Introduction to Windows course, or equivalent knowledge and familiarity with the Windows user interface

METHOD	Conducted on site by Hexagon Personnel
TASK CLASSIFICATIONS	WebRMS Core Group; WebRMS System Administrators
PROJECT PHASE	After hardware has been installed and COTS WebRMS application has been installed
DURATION	3 days
STUDENT CAPACITY	12, with a maximum of one student per workstation
RESTRICTIONS	USA only

WEBRMS SYSTEM IT ADMINISTRATIVE TRAINING (IPST3502)

This course instructs IT support groups on how to maintain the server side components of WebRMS. This class includes technical discussion on the maintenance and troubleshooting of the Address Server. Support Issues will be discussed, including how to handle situations concerning connections, system monitoring, and other items of concern.

MAJOR TOPICS

- WebRMS Security
  - Groups
  - Users
  - Roles
- Individual Record Security Privileges
- Editing Records
  - Linking and Unlinking Records
- Creating a New Agency
- User Interface Customization
  - Customization Mode: User Interface
  - Setting Required Fields
  - Turning off Default Required Fields
  - Restoring Default Required Fields
  - Creating Custom Screens and Fields
- Code Maintenance
  - Customization Mode: Customization Maintenance
  - Code Maintenance: Alert Reason
  - Code Maintenance: Attachment Type
- WebRMS Code configuration
- Address Service Configuration
- Auto ID Configuration
- Additional Configurations
- Sealing and Expunging
  - Initial Configuration
  - Maintenance
- Case Management Alerts
- Workflow Administration
  - Workflow Searching
  - Add or Edit a Work Flow Process
  - Creating a Process Definition
- Message of the Day/Bulletins
- View/Review Audit Trail
- Evidence Configuration
  - Storage Location Configuration
  - Case Review Date Configuration
  - Barcode Configuration
  - Category Configurations

PREREQUISITES

RMS Configuration Training
Knowledge of Windows Server operating Systems Administration
Basic Understanding Of City's LAN and Mobile Network Infrastructure
Basic Understanding of IIS and Internet Application Support

METHOD	Conducted on site by Hexagon Personnel
TASK CLASSIFICATIONS	IT WebRMS/FBR System Administrators
PROJECT PHASE	After hardware has been installed, COTS WebRMS application has been installed, and WebRMS System Overview and Configuration Training
DURATION	2 days
STUDENT CAPACITY	6, with a maximum of one student per workstation
RESTRICTIONS	USA only

WEBRMS TRAIN-THE-TRAINER TRAINING (IPST3503)

This course provides training for the Trainers for End Users at an Agency. All modules will be reviewed and related to each Department in the Agency such as Records, Patrol, Investigations, Personnel, Administration, Evidence and other departments. The users will review the Modules, Searching Capabilities, Reporting, and other features in WebRMS.

MAJOR TOPICS

- WebRMS Navigation
- Understanding WebRMS Tabs: Home, Reports, Search, Master Indices, Investigations, Court, Jail Management, Traffic, Evidence Management, Department, Other Info
- Understanding the Master Indices (Master Name, Master Vehicle, Master Location)
- Review of WebRMS Modules
  - Creating New Module Records
  - Employee Module
    - External Training/Education
- Training of Agency defined Modules (Any and All WebRMS Modules)
  - Operational Modules
  - Administrative Modules
- Record Properties Menu
- Records Linked Menu
- Data Linking
- Configuring Alerts
- Exporting Search Results
- Setting Alerts
- Understanding Workflow
  - Claiming a Task
  - Using Workflow: Example Scenario
  - Workflow Diagrams
- Combining Master Index Records
- Reports Training (Canned and Report Server Reports)

PREREQUISITES

- Knowledge of the Agency's business process for the Agency
- Knowledge of the basic public safety terminology
- An introduction to Windows course or equivalent knowledge and familiarity with the Windows user interface
- Agency defines the modules that will be used by the end users
- All WebRMS Configurations completed

METHOD	Conducted on site by Hexagon Personnel
TASK CLASSIFICATIONS	Agency Trainers or End Users
PROJECT PHASE	Training
DURATION	4 days
STUDENT CAPACITY	12, with a maximum of one student per workstation
RESTRICTIONS	USA only

WEBRMS REPORTS & DEPLOYMENT (IPST3504)

This course will discuss report creation and deployment. This course is designed to show Report Writers how to create a report and then deploy that report to the WebRMS.

MAJOR TOPICS

Reporting functionality in the WebRMS
Data Sheets
Canned Reports
- Agency Statistical Report
- Incident Summary
- Incident Daily Bulletin
- Incident Restricted

Report Development
- Installing Eclipse
- Configuring Eclipse to use the Crystal Reports Plug-in
- Designing Reports

Deploying Reports
Report Deployment Workshop
Adding Security to Deployed Reports
Custom Agency Report Workshop(s)

PREREQUISITES

Have general knowledge of WebRMS
Experience writing reports using Crystal Report Developer
Have a general understanding of SQL and relational database design
Have knowledge of Windows Operating Systems Administration

METHOD	Conducted on site by Hexagon Personnel
TASK CLASSIFICATIONS	Experienced Report developers
PROJECT PHASE	After hardware has been installed, COTS WebRMS application has been installed, and when sufficient WebRMS data is available for obtaining good sample reports
DURATION	2 days
STUDENT CAPACITY	12, with a maximum of one student per workstation
RESTRICTIONS	USA only

BI Direct for WebRMS - Sys Admin Training (IPST3300)

Business Intelligence Direct (BI Direct) offers the ability to perform powerful and interactive reporting and analysis on data available in WebRMS databases. BI Direct provides capabilities for the user to view and modify reports as per needs and conduct ad-hoc queries through a secure web portal. With minimal knowledge of underlying database structures, users can create custom formulas and reports and analyze data with pre-configured Universes designed for easy reporting use and built with industry terminology.

This course is designed to familiarize System Administrators and DBAs with the setup and maintenance of Intergraph's BI Direct product. It will provide instructions on the setup, site-specific configurations and installs, and administrative tasks needed to maintain the Business Intelligence system.

Major Topics

Overview of Site Setup & Configuration
Client installs and requirements
Business Objects BI Administration
- Central Management Console
- User Security and Administration
- Access rights and managing reports and folders

Universes
- Configuration, and customizations

BI Reports
- Configuration, Scheduling and Security

Site specific configuration
Systems Backups and Troubleshooting techniques

Prerequisites

Familiar with Windows-based applications, administrative tasks and Agency workflows
Familiar with WebRMS databases and familiar with Oracle or SQL Server databases

Method	Conducted on site or at an Hexagon Certified Training Facility by Hexagon Personnel
Task Classifications	System Administrators, Database Administrators and other Personnel responsible for administering and maintaining the Business Intelligence Direct system
Project Phase	When BI Direct is setup and when sufficient WebRMS data is available for obtaining good sample reports
Duration	2 days
Student Capacity	6, with a maximum of one student per workstation
Restrictions	USA only

BI Direct for WebRMS - End User Training (IPST3301)

Business Intelligence Direct (BI Direct) offers the ability to perform powerful and interactive reporting and analysis on data available in WebRMS databases. BI Direct provides capabilities for the user to view and modify reports as per requirements and conduct ad-hoc queries through a secure web portal. With minimal knowledge of underlying database structures, users can create custom formulas and reports and analyze data with pre-configured Universes designed for easy reporting use and built with industry terminology.

This course is designed to familiarize the end user or administrator with the use of BI Direct product and will provide training on running reports, creating and editing reports, and performing ad-hoc queries and data analysis.

Major Topics

- Overview of BI Direct
- BI Launch Pad
  - Accessing BI Launch Pad
  - Navigating BI Launch Pad
    - Workspace and user settings
    - Canned reports
    - Collaborating on Reports
- BI Direct Universes
- Web Intelligence (WEBI)
  - Navigate and view Web Intelligence Reports
  - Perform ad hoc queries, reports and analysis
  - Create Reports
  - Modifying Reports
  - Formatting Reports
  - Scheduling Reports
  - Filters, alerts, ranking and drilling operations in reports
- BI Client tools – Use BI with Rich Client, Widgets and Live Office

Prerequisites

Familiar with Windows based applications
Familiarization with WebRMS data
Familiar with Agency workflows

Method	Conducted on site or at an Hexagon Certified Training Facility by Hexagon Personnel
Task Classifications	Business Intelligence operators or Personnel responsible for reporting and analysis, Trainers
Project Phase	When sufficient WebRMS data is available for obtaining good sample reports
Duration	4 days
Student Capacity	6, with a maximum of one student per workstation
Restrictions	USA only

Attachment 3: Public Safety System Specifications

This document provides the specifications for hardware and software required to support the Hexagon WebRMS and FBR Systems, and BI Premium. This document is available online through the Knowledge Management System at: https://sgisupport.intergraph.com/. To retrieve the specifications, enter the article ID "6706" or "Public Safety System Specification" in the Knowledge Search field. Before you proceed, make sure you have the most up-to-date version of this document.

The below specifications reflect technology that is currently considered standard and is routinely available from hardware vendors and should be used when purchasing new equipment. For those customers with existing hardware and planning on a software upgrade, these specifications are intended to serve as a guide for determining whether existing equipment should be upgraded or replaced to support a mission-critical configuration. These specifications apply to servers in any form factor, including rack mounted, blade, or standalone tower servers.

Intergraph Public Safety Virtual Environment Requirements

All Intergraph Public Safety servers have been tested in a virtual environment with VMware vSphere 5.1, and are supported as long as the dedicated resources meet or exceed the hardware CPU, memory, and disk space requirements detailed in this document. Intergraph recommends dedicated resources, meaning that the host resources should not be over-subscribed. If the recommendations listed below for VMs totals 50 cores then you should not run those VMs on a dual 10 core host with Hyper-threading enabled because that only provides 40 virtual cores for assignment. The same policy applies to memory and disk. These specifications apply to servers in any form factor, including rack mounted, blade servers, or standalone servers.

Licensing of the Windows Server OS, SQL Server, and especially Oracle may have unique licensing requirements under VMware.

The recommended disk configuration for the Operating System and Applications of the Virtual Machines (VMs) is RAID10 and should be on separate disks from any database disks.

For communication / interface servers, virtualizing the interface/ communication server is supported. If there are any serial RS232 interfaces on the communication / interface server, then a serial-to-IP conversion device will be required since a virtualized interface server may not have an RS232 port. For a Serial-over-IP device Intergraph has tested with the Digi PortServer® TS serial server.

http://store.digi.com/index.cfm?fuseaction=category.display&category_id=116

There are currently no plans to certify clients with virtualization.

Database Storage Requirements

It is very important to keep in mind that Intergraph developed the following hardware requirements with the best possible performance and safety in mind. We also kept at the forefront of our mind that the systems we provide support a life safety software application and need to be of the quality and heft to support the tasks for which they are designated. The very nature of the business in which our software operates does not tolerate average or sub-standard performance. When the outside world is at its worst our applications and their hardware platforms need to be at their best. Intergraph understands the requirements listed below may seem excessive. These requirements are meant to provide the required performance during a large incident when time is most critical. The hardware requirements outlined below were created to meet these goals.

Intergraph Public Safety Applications and their associated interfaces are database write\read intensive (65% write\35% read) applications. The single point of most likely bottleneck in a database server is the disk sub-system. When viewing our disk storage requirements focus on the performance more than on the disk space. Think of the overall spindle count available for the database related files on the disk. Performance has driven the requirements for database storage system. The database vendors have stated that using a S.A.M.E. approach (Stripe And Mirror Everything) to disk storage is the best way to ensure adequate performance of the disk subsystem. We have heeded their advice and present the following requirements for the system.

With regard to disk space requirements, consider how much historical data you want to keep on the live system. In particular, features such as attachments, GPS tracking data and external query results can increase the space requirements. Since the tables containing the attachments, GPS tracking, and external query results can become large, Intergraph recommends that you segregate this data onto separate disk. For Oracle and SQL Server, the tables are specifically designed to be placed into separate tablespaces (Oracle) or filegroups (SQL Server) for performance and storage reasons.

Important: The size of your storage is dependent on several factors:

1. Storing attachments, images, video, and tracking data in your database or a separate database
2. How often you archive the data

For all customers, Intergraph requires implementing dedicated LUNs and RAID10 groups specifically for the database files with as many fast spindles as your storage subsystem will allow. Please see the hardware configuration specifications on the following pages for the required number of disks or IOPs.

The database servers each have their own database files which must be on separate LUN groups if they are within the same storage array to insure optimal system availability and performance. Customers should not implement RAID5 or RAID6 for the database servers.

When Utilizing a SAN to support a virtual environment it is recommended that Solid State Drives be utilized to meet the IOPs requirements and spinning disks to meet the space requirements. Spinning disks of different speeds can be utilized such as 15K or 10K drives for active data and slower drives for backup volumes. The ideal configuration would be a SAN that Tiers data (places the most active data on the fastest drives and less used data on slower drives.)

WebRMS Specifications

The WebRMS Database may be Oracle or SQL Server. When bid by Intergraph a secondary\Redundant DB should always be included for redundancy. In addition a third Database for BI Direct is required. The BI Direct Database should use the same specifications as the production Database at this time.

WebRMS DB Server[2]

ITEM	SPECIFICATION
Processors	Small 8 cores, Medium 12 cores, Large 16 cores
Memory	Small 32 GB, Medium 48GB, Large 64GB
Disk -- OS	(2) - 15K RPM RAID 1 [1]
Disk – Database and Logs	(6-10) – 15K RPM disks RAID 10 [1]
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Enterprise Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

[1] *Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.*

[2] *If HA is desired then 2 DB Servers are required:*

- *SQL Server requires shared storage configured as a Microsoft Failover Cluster*
- *Available Disk Space (minimum storage)*
  - *Small 2TB*
  - *Medium 4TB*
  - *Large 6TB*
- *RAID10 configuration*

FBR/WebRMS Application Servers Small Configuration

ITEM	SPECIFICATION
Processors	8 cores
Memory	32 GB
Disk Qty:	(2) – 300GB 15K RPM disks RAID1
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R620 or HP DL360

[1] *Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.*

The application servers in the small configuration receive all of the WebRMS application components, and FBR. Each application server should be configured with Apache, IIS and 4 instances of TomCat, jobserver, CAGIS and SQL Express. If multiple Application servers are used they should be configured in an NLB group if they reside on the same subnet.

WebRMS / FBR Application Server Medium and Larger Configuration

ITEM	SPECIFICATION
Processors	Medium - 8 cores Large - 16 cores [1]
Memory	32 GB
Disk Qty:	(2) – 15K RPM disks RAID1
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R620 or HP DL360

[1] *It is always an option of having more, smaller servers versus having fewer larger servers. This may be the preference in a virtual environment. If redundancy is desired it is recommended to add one server for every three required servers. So to support 1000 users you could have 2 servers in the large configuration or 4 Medium servers. You could then add one server for redundancy.*

The application servers (Minimum of 2) in the medium and large configuration receive all of the application WebRMS components, including BI, configured as in an NLB group. Each application server should be configured with 4 instances of TomCat, jobserver, and CAGIS. FBR and Apache are installed on the Apache\FBR Server.

WebRMS Apache / FBR Server Medium and Larger Configuration Only[1]

ITEM	SPECIFICATION
Processors	Medium – 4 cores, Large 8 cores
Memory	Medium 8GB, Large 16GB
Disk Qty:	(2) – 15K RPM disks RAID1
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R620 or HP DL360

[1] *It is always an option of having more, smaller servers versus having fewer larger servers. This may be the preference in a virtual environment. If redundancy is desired it is recommended to add one server for every three required servers. So to support 1000 users you could have 2 servers in the large configuration or 4 Medium servers. You could then add one server for redundancy.*

The WebRMS Apache\FBR Servers (Minimum of 2) in the medium and large configuration receive all of the application for FBR as well as SQL Express and Apache. FBR can also be pointed to the primary SQL Server if desired. The FBR servers are configured as an NLB. The small configuration can handle 250 users, the medium 500 and the large 1000.

WebRMS Interface-Communication Servers

ITEM	SPECIFICATION
Processors	8 cores
Memory	16GB
Internal Disk Qty: (2) RAID1 15K RPM SAS for OS and log files	(2) -146GB 15K disks
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R620 or HP DL360

WebRMS Standalone BI Direct Server

ITEM	SPECIFICATION
Processors	8 cores
Memory	64GB
Internal Disk Qty: (2) RAID1 15K RPM SAS for OS and log files	(2) -300GB 15K disks
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell R620 or HP DL360

WebRMS, and CAGIS Workstation Specifications

ITEM	PERFORMANCE SPECIFICATIONS
Processors	Quad Core processor or better
Memory	8GB
Internal Disk	80GB
Network	Single 1Gb required, Teamed redundant NICs recommended
OS	Windows 7 64bit
Browsers	Internet Explorer (9.0, and above) or FireFox (25.0 and above)
Example Hardware	Dell or HP compatible

FBR for WebRMS / Laptop Hardware Specifications

ITEM	PERFORMANCE SPECIFICATIONS
Manufacturer	Dell XFR or Panasonic Toughbook Ruggedized w/Touchscreen
Operating System	Windows 7 64bit
Processor	Intel or AMD Dual-Core processors
RAM	8GB
Hard Drive Space Available	40GB
Serial Ports (RF Systems)	1
Network Cards	1GB physical and Wireless (WiFi and/or Cellular) 3G or 4G recommended of Cellular wireless data connectivity – either built-in or attached via USB port.
Installed Applications	Latest Service Pack, .NET 4.5, M/S SQL CE SP2, Adobe Reader, Active Reports

System Software Specifications

For information on the System Software requirement see the Supported Environments documentation on the Customer Support page. To access the supported environments document from the support page

1. Go to the SG&I Support Portal.
2. Under the **Please Sign In** heading, type your username and password and click **Login**. If you are not a registered user, click the **Not a Registered User?** link.
3. Click the **Products (A-Z)** tab.
4. From the **Product Family** list, click the link to your product family.
5. On the **Family** page for your product, click the link for your product.
6. On the product page, do one of the following:
7. Under **Product Information**, if the **Product Releases** are listed, click the product release. On the **Product Release** page, click the document you want to read:

To read about system requirements, click **Supported Environments**

Attachment 4: Intergraph Terms and Conditions

Ownership in Data/Computer Software

All computer software related deliverables (data, programs, or program enhancements) prepared under this SOW shall be the property of Hexagon and shall be licensed to the Customer pursuant to the Hexagon's End User License Agreement attached hereto as Attachment 5. The EULA set forth in Attachment 5 shall operate as a signed license agreement with Hexagon that specifically addresses the licensing of the software to be provided pursuant to this SOW. The EULA contained in Attachment 5 shall take precedence and govern the Customer's use of the software provided hereunder except as is otherwise inconsistent with provisions in Attachment 4 to this SOW.

Maintenance

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

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

Warranty

For any new software purchased as a part of this SOW, the following warranty applies. This warranty does not apply to software that is already covered under a paid maintenance agreement.

Hexagon software is warranted to substantially conform to the user documentation, free from defects in material and workmanship for a period of thirty (30) days from installation.

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

Disclaimer

IN NO EVENT WILL HEXAGON BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS SOW, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THIRD PARTY CLAIMS FOR INTELLECTUAL PROPERTY INFRINGEMENT, PROPERTY DAMAGE, AND BODILY INJURY, INCLUDING DEATH, HEXAGON'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS SOW FROM ANY CAUSE SHALL NOT EXCEED THE VALUE OF THIS SOW. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW,

Infringement

In the event of any proceeding (suit, claim, or action) against Customer arising from allegations that Hexagon software provided pursuant to this SOW ("Infringing Product") infringes upon a U.S.: (1) patent, (2) copyright, (3) trade secret, or (4) other proprietary right of any third party ("Infringement Claim"), Hexagon will, if such suit does not result from modifications made by Customer, defend, indemnify, and hold harmless Customer, at Hexagon's expense, provided Customer promptly notifies Hexagon in writing of the allegation. It is not the intention of this Agreement or of anything herein provided to confer a third party beneficiary right of action upon any person and nothing hereinabove or hereinafter set forth shall be

construed so as to confer upon any person other than Customer a right of action either under this Agreement or in any manner whatsoever.

If an Infringement Claim occurs, or in Hexagon's opinion is likely to occur, Hexagon may at its sole option and expense: (a) procure for Customer the right to continue to use the Infringing Product or (b) replace or modify the Infringing Product so that it becomes non-infringing while providing substantially equivalent functionality and performance. If, after commercially reasonable efforts, Hexagon cannot perform the above specified remedies, then Hexagon shall terminate the Agreement and refund amounts paid by Customer for the Infringing Product.

Hexagon shall have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Infringing Product with any software, apparatus, or device not furnished or approved for use by Hexagon, (b) the use of any ancillary equipment or software not furnished or approved by Hexagon that is attached to or used in connection with the Infringing Product, (c) a modification of the infringing Product by a party other than Hexagon, (d) use of the Infringing Product in a manner for which the Product was not designed or that is inconsistent with the terms of the Agreement, (e) or the failure of Customer to install an enhancement release to the Software that is intended to correct the claimed infringement.

This section provides the sole and exclusive remedies of Customer and Hexagon's entire liability in the event of an Infringement Claim. Customer has no right to recover and Hexagon 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 an Infringement Claim.

Force Majeure

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

Taxes

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

Governing Law

This SOW shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama.

Place of Performance

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

Protection and Security - The Customer acknowledges that training material, documentation, and information is copyrighted and proprietary to Hexagon. Accordingly, such materials and documentation are to be regarded as confidential and proprietary. Customer agrees such material and information are intended and supplied only to facilitate utilization of its Hexagon-provided equipment and software. To the maximum extent permitted by law, the Customer will not disclose such material and information to a third party without obtaining Hexagon' written consent. Customer will give notice to Intergraph if a request is made for disclosure of the training materials. Intergraph will defend all claims, actions and suits seeking such information and shall bear all costs associated with the said defense. Customer will disclose the training materials only upon order of a court of competent jurisdiction. The Customer agrees not to

duplicate and or distribute any materials or documents obtained through the Hexagon training courses and all materials and documents will be used only for their intended purpose.

Video or Audio Taping - Video or audio taping of Hexagon's training courses is prohibited

Cancellation and Rescheduling - Cancellation of enrollment by the Customer is subject to the following: Except for an event of force majeure, If a class is to be conducted at a customer location and is canceled or rescheduled by the Customer without at least a seven (7)-day notice provided to Hexagon prior to the scheduled departure date of the Hexagon instructor, Customer shall reimburse Hexagon for all travel related expenses incurred up to the date notice was received by Hexagon and that could not otherwise be reasonably cancelled.

Entire Agreement

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

INSURANCE

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. Commercial General Liability

   Products and Completed Operations

   Contractual Liability

   Personal Injury and Advertising Injury

   Broad Form Property Damage Liability

   Severability of Interests

   Waiver of Subrogation

   Per Project Aggregate Limits

2. Professional Liability (only applies to contracts or subcontracts, consultants, that are architects, engineers, land surveyors or consulting firms.

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Waiver of subrogation to be included.

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waiver of subrogation shall be included.

5. Employers Liability Insurance

.Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

6. Owners, Contractors Protective Liability:

Insurance naming the City of Huntsville as the named insured for Commercial General Liability and Automobile Liability.

7.. Umbrella (Excess) Liability Insurance:

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

$2,000,000	General Aggregate Limit
$1,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

2. Professional Liability

Insurance may be made on a "claims-made" basis:

$500,000 Per Claim – Land Surveyors

$1,000,000 Per Claim – Other Professionals

3. Automobile Liability

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute.

5. Employers Liability

$100,000	Bodily Injury
$500,000	Policy Limit by Disease

6. Umbrella (Excess) Liability Insurance: $4,000,000

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its agents and their officers, employees, representatives and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of the contractor and sub-contractor, if any, for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its agents and their officers, employees, representatives or specified volunteers. Waiver of subrogation shall be included.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its agents and their officers, employees, representatives, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Owner, its agents and their officers, officials, employees, representatives or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. The Contractor is responsible to pay all deductibles.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than A- V.

E. VERIFICATION OF COVERAGE:

The Owner and the City of Huntsville shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner and the City of Huntsville with Certificates of Insurance reflecting the coverage required by this document. The certificates for each insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences.

F. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all third party claims, costs, damages, losses and expenses, including, but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Indemnity:

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Attachment 5: End-User License Agreement

IMPORTANT—READ CAREFULLY: This End-User License Agreement for Intergraph Corporation ("EULA") is a legal agreement by and between "you" (either an individual or a single legal entity) and Intergraph Corporation d/b/a the Hexagon Safety & Infrastructure ("Intergraph" or "Hexagon")) for the Intergraph software product(s) ("SOFTWARE PRODUCT") delivered with this EULA, which includes the computer software, object code copy, and all of the contents of the files, disk(s), CD-ROM(s) or other media with which this EULA is provided, including any templates, printed materials, and online or electronic documentation. All copies of the SOFTWARE PRODUCT and any Updates of the SOFTWARE PRODUCT, if any, are licensed to you by Intergraph pursuant to the terms of this EULA. Any software, including, without limitation, any open source components and/or Upgrades, associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. If you do not agree to the terms of this EULA, you are not authorized to, and you shall not, download, install or use the SOFTWARE PRODUCT.

1.0 DEFINITIONS. As used in this EULA, the following terms are defined as follows and other capitalized terms set forth in this EULA shall have the meaning ascribed to them in this EULA:

1.1 "**Core**" means a physical processor on a computer server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit (CPU) may have one or more Cores, and a given server may have multiple CPU sockets that may each contain multiple Cores.

1.2 "Desktop-based SOFTWARE PRODUCT" means a self-contained application that runs from a local drive and does not require network connectivity to operate.

1.3 "**Installation Guide**" means a computer file in a Microsoft Word or Adobe PDF document or a text file that contains information a User may need to install or operate a SOFTWARE PRODUCT program

1.4 "Primary License" means the license(s) of the SOFTWARE PRODUCT provided to you for general production use as authorized by this EULA.

1.5 "Supplementary License" means a license(s) of the SOFTWARE PRODUCT which is made available by Intergraph for select SOFTWARE PRODUCTS to augment Primary Licenses for special purposes. Each Supplementary License requires a Primary License and the term of the Supplementary License shall not exceed the term of the applicable Primary License.

1.6 "System" means a physical or operational location where the SOFTWARE PRODUCT resides and operates on an individual server or where a single operational identification number ("Site ID") has been assigned by Intergraph.

1.7 "Update" means any modified version, fix, or patch of the SOFTWARE PRODUCT.

1.8 "**Upgrade**" means each new release of the SOFTWARE PRODUCT that is as a result of an architectural, major, or minor change to the SOFTWARE PRODUCT. Upgrades may be provided with a separate EULA. The EULA delivered with the Upgrade will supersede any EULA or signed license agreement associated with prior releases of the SOFTWARE PRODUCT.

1.9 "**User**" means you or an individual employed by you. A User may also include your contractor who requires temporary use of the SOFTWARE PRODUCT to provide services on your behalf.

1.10 "**Web-based** SOFTWARE PRODUCT" means a Webservices-based SOFTWARE PRODUCT that is accessed by Users solely over the World Wide Web, Internet or intranet.

1.11 "**XML Files**" means the XML (Extensible Markup Language) files generated by the SOFTWARE PRODUCT, where applicable.

1.12 "**XSL Stylesheets**" means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the SOFTWARE PRODUCT, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

2.0 LICENSE GRANT. Provided you are not in breach of any term or condition of this EULA, Intergraph hereby grants you a limited, non-exclusive license to install and use the SOFTWARE PRODUCT, in object code form only, strictly for your internal use and strictly in accordance with this EULA. The license is non-transferable, except as specifically set forth in this EULA. You assume full responsibility for the selection of the SOFTWARE PRODUCT to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE PRODUCT.

2.1 Minimum Requirements. The SOFTWARE PRODUCT may require your System to comply with specific minimum software, hardware and/or Internet connection requirements. The specific minimum software, hardware and/or Internet connection requirements vary by SOFTWARE PRODUCT and per type of license and are available from Intergraph upon request.

2.2 License Type and Mode. SOFTWARE PRODUCTS are licensed as either Primary Licenses or Supplementary Licenses. There are two (2) types of Primary Licenses and seven (7) types of Supplementary Licenses as described below. Depending on your license, a license may be used in either Concurrent-Use mode or Node-Locked mode. The license type and mode for the SOFTWARE PRODUCT you subscribed to or obtained will be designated (per the abbreviations set forth below) in the product description set forth on the proposal, quote or packaging provided with the SOFTWARE PRODUCT, and, if an electronic license manager tool is incorporated in the SOFTWARE PRODUCT, verified by the Intergraph license system. If not otherwise indicated, your license type and mode will be a Node-Locked Primary License. Each license of the SOFTWARE PRODUCT is subject to the terms of this EULA.

2.2.1 Primary Licenses are described below:

(a) **Concurrent-Use mode (CC)** allows for the checking in and checking out of the total available licenses of the SOFTWARE PRODUCT for Users. At any point, you may run as many copies of the SOFTWARE PRODUCT as you have licenses. If the SOFTWARE PRODUCT is enabled to be run in a disconnected mode, as set forth in the Installation Guide, a User may check out a license from the System for mobile or home use, thus reducing the total number of licenses available in the license pool until the license is checked back in to the System. If the SOFTWARE PRODUCT is not enabled to be run in a disconnected mode, the mobile or home computer will require a Node-Locked License. If the anticipated number of Users of the SOFTWARE PRODUCT will exceed the number of applicable licenses, and in the absence of a license manager tool incorporated in the SOFTWARE PRODUCT, you must use a reasonable mechanism or process to assure that the number of persons using the SOFTWARE PRODUCT concurrently does not exceed the number of licenses. You consent to the use of a license mechanism, license files, hardware keys, and other security devices in connection with the SOFTWARE PRODUCT and agree not to attempt to circumvent, reverse engineer, or duplicate such devices.

(b) **Node-Locked mode (NL)** allows a single copy of the SOFTWARE PRODUCT to be stored on hard disk and loaded for execution on a single designated workstation, or, for software designed for use on a handheld device, for execution on a single designated handheld device.

2.2.2 Supplementary Licenses are described below:

(a) **Backup License (BCK)** is licensed solely for "cold standby" when manual switchover of the SOFTWARE PRODUCT to the Supplementary License is required in the event of failure of the Primary License.

(b) **Developer's License (DEV)** is a license of a Web-based SOFTWARE PRODUCT that is delivered solely in connection with the Primary License of such SOFTWARE PRODUCT for the purposes of developing and testing your website built only with the SOFTWARE PRODUCT. Developer's Licenses shall not be used for production purposes (i.e. a fully deployed website).

(c) **Load Balancing License (LOB)** is a license of a Web-based SOFTWARE PRODUCT solely for use as a second or successive license on a web cluster to balance the load with the Primary License on multiple servers represented by one (1) IP address.

(d) **Redundant License (RDT)** is licensed solely for "hot standby" when automatic switchover of the SOFTWARE PRODUCT to the Supplementary License is required in the event of failure of the Primary License.

(e) **Test License (TST)** is licensed solely for testing purposes. However, Intergraph also allows a Test License to be used to conduct no-cost training on test servers for a maximum of thirty (30) days per year.

(f) **Training License (TRN)** is licensed solely for training purposes.

(g) **Secondary License (SEC or TFB)** is licensed for non-productive use for training, development, testing, failover, backup, etc. Number of Secondary Licenses cannot exceed the number of purchased Primary Licenses.

2.3 Updates and Upgrades. If the SOFTWARE PRODUCT is an Update or Upgrade to a previous version of the SOFTWARE PRODUCT, you must possess a valid license to such previous version in order to use the Update or Upgrade. The SOFTWARE PRODUCT and any previous version may not be used by or transferred to a third party. All Updates and Upgrades are provided to you on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the latest version of the SOFTWARE PRODUCT. By using an Update or Upgrade, you (i) agree to voluntarily terminate your right to use any previous version of the SOFTWARE PRODUCT, except to the extent that the previous version is required to transition to the Update or Upgrade; and (ii) acknowledge and agree that any obligation that Intergraph may have to support the previous version(s) of the SOFTWARE PRODUCT will end upon availability of the Update. If an Update is provided, you will take prompt action to install such Update as directed by Intergraph. If you fail to do so, you acknowledge that the SOFTWARE PRODUCT may not work correctly or that you will not be able to take advantage of all of the SOFTWARE PRODUCT's available features. In such event, Intergraph will not be liable for additional costs you incur as a result of your failure to install such Update.

3.0 RIGHTS AND LIMITATIONS. Please see specific exceptions and additional terms related to GeoMedia Viewer Software, Beta Software, Evaluation Software, and Educational Software set forth at the Addendum to this EULA.

3.1 THE FOLLOWING ARE PERMITTED FOR YOUR LICENSE:

3.1.1 You may make one copy of the SOFTWARE PRODUCT media in machine readable or printed form and solely for backup purposes. Intergraph retains ownership of all User created copies. You may not transfer the rights to a backup copy unless you transfer all rights in the SOFTWARE PRODUCT and license as provided for in Section 3.1.2. Any other copying of the SOFTWARE PRODUCT, any use of copies in excess of the number of copies you have been authorized to use and have paid for, and any distribution of the SOFTWARE PRODUCT not expressly permitted by this EULA, is a violation of this EULA and of federal or applicable governing law.

3.1.2 You may transfer the SOFTWARE PRODUCT and license within your company (intra-company transfer), subject to the Intergraph Security, Government & Infrastructure Software Transfer Policy ("SG&I Software Transfer Policy") and the terms of this EULA. The SG&I Software Transfer Policy is available from Intergraph upon request. If you transfer the SOFTWARE PRODUCT, you must at the same time either transfer all copies, modifications, or merged portions, in whatever form, to the same party, or you must destroy those not transferred.

3.1.3 For a Web-based SOFTWARE PRODUCT:

(a) You may run multiple Websites and provide multiple Webservices to your client users with a single license.

(b) You may distribute client side web page plug-ins (e.g., ActiveX controls, Java applets and applications, Enhanced Compressed Wavelet (ECW) plug ins) to Users.

(c) You may load this Web-based SOFTWARE PRODUCT on multiple machines within a cluster that is acting as a single web server, provided you have obtained the applicable number of Load Balancing Licenses or number of Cores from Intergraph and the total number of map servers or number of Cores deployed do not exceed the quantity licensed.

(d) Unless otherwise stated in the Installation Guide, you may only copy and distribute the Java script source files to support the Web-based SOFTWARE PRODUCT's output vector map type and your associated websites, and you may prepare derivative works solely for your internal use.

3.1.4 Unless otherwise stated in the Installation Guide, for SOFTWARE PRODUCTS which contain XSL Stylesheets for presenting XML Files, you may only use the XSL Stylesheets and derivative works thereof for the purpose of presenting XML Files and derivative works thereof (collectively, "XML Products") for your enterprise. You may not distribute the XSL Stylesheets or XML Products on a stand-alone basis. XSL Stylesheets may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material, or any material that infringes upon any third party intellectual property rights, or otherwise in any illegal manner. All XSL Stylesheets supplied with the SOFTWARE PRODUCT are and will remain the property of Intergraph.

3.1.5 Unless otherwise stated in the Installation Guide, for SOFTWARE PRODUCTS that are delivered with an Application Programming Interface ("API") and/or configuration set-up, you may use the API(s) to write your own extensions to the SOFTWARE PRODUCTS, and you may use configuration setup to configure the SOFTWARE PRODUCT, but only to the extent permitted by the API(s) and/or configuration setup. Insofar as Intergraph does not transfer to you any rights in its Intellectual Property (as that term is defined in Section 6.1.2) by allowing you to write your own extensions using the API(s) or to configure the software via the configuration set-up, you hereby agree and acknowledge that Intergraph retains all rights in its SOFTWARE PRODUCT, API(s), and configuration setup. Intergraph does not make any representations or warranties with respect to such extensions and/or configurations and to the maximum extent permitted by applicable law, Intergraph and its suppliers disclaim all warranties, either express or implied, relating to such extensions and/or configurations, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use and non-infringement. Your use of such extensions and/or configurations is solely at your own risk, and you hereby agree to indemnify and hold harmless Intergraph and its suppliers with respect to such extensions and/or configurations.

3.1.6 You are responsible, and bear the sole risk, for backing up all systems, software, applications, and data, as well as properly using the SOFTWARE PRODUCT.

3.1.7At all times, you must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the SOFTWARE PRODUCT, including, without limitation, when installed, used, checked out, checked in and/or merged into another program.

3.2 THE FOLLOWING ARE PROHIBITED FOR YOUR LICENSE:

3.2.1 You may not sell, rent, license, lease, lend or otherwise transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion thereof, to another company or entity (i.e. inter-company transfer) or person. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 You may not, and you may not authorize anyone else to, decompile, disassemble, or otherwise reverse engineer the SOFTWARE PRODUCT.

3.2.3 You may not, and you may not authorize anyone else to, work around any technical limitations in the SOFTWARE PRODUCT.

3.2.4 You may not, and you may not authorize anyone else to, publish the SOFTWARE PRODUCT for others to copy or use.

3.2.5 You may not, and you may not authorize anyone else to, use, copy, modify, distribute, disclose, license or transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA.

3.2.6 You may not, and you may not authorize anyone else to, re-use the component parts of the SOFTWARE PRODUCT with a different software product from the one you are licensed to use or on different computers. The SOFTWARE PRODUCT is licensed as a single product.

3.2.7 You may not, and you may not authorize anyone else to, circumvent any license mechanism in the SOFTWARE PRODUCT or the licensing policy.

3.2.8 You may not, and you may not authorize or allow anyone else to, use or view the SOFTWARE PRODUCT for any purposes competitive with those of Intergraph.

3.2.9 You may not, and you may not authorize anyone else to, use the SOFTWARE PRODUCT except as expressly set forth in this EULA.

3.2.10 For a Desktop-based SOFTWARE PRODUCT that is Node-Locked:

i. You may not run the SOFTWARE PRODUCT for Web-based applications.

ii. You may not allow the SOFTWARE PRODUCT to be used by multiple Users on a single workstation at the same time.

3.2.11 You may not, and you may not authorize or allow anyone else to, use the Developer's License for production purposes (i.e., a fully-deployed website).

3.2.12 You may not, and you may not authorize or allow anyone else to, publish to a third party any results of benchmark tests run on the SOFTWARE PRODUCT. The sample and demo data set(s) and related script(s) delivered with some SOFTWARE PRODUCTS (the "Sample Data") are provided solely for the purpose of instructing the User on how to use the SOFTWARE PRODUCT with which the Sample Data are delivered. The Sample Data are licensed in conjunction with the SOFTWARE PRODUCT and are not to be redistributed, licensed, sold, transferred, used or otherwise dealt with in a production solution without Intergraph's prior written consent.

3.2.13 The SOFTWARE PRODUCT is not one hundred percent (100%) fault-tolerant. The SOFTWARE PRODUCT is not designed or intended for use in any situation where failure or fault of any kind of the SOFTWARE PRODUCT could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High Risk Use"). You are not licensed to use the SOFTWARE PRODUCT in, or in conjunction with, any High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. You hereby agree not to use the SOFTWARE PRODUCT in, or in connection with, any High Risk Use.

3.2.14 For a Web-based SOFTWARE PRODUCT:

(a) You may not use the Web-based SOFTWARE PRODUCT to operate software as a service or hosting without the prior written consent of Intergraph.

(b) You may not use a Load Balancing License (LOB) of the Web-based SOFTWARE PRODUCT detached of its Primary License.

(c) You may not use Primary Licenses (and their allocated Load Balancing Licenses) ordered or delivered under a single part number (e.g. "product name – WORKGROUP") for other entities or organizations or at a different physical geographic address unless otherwise specified in the Statement of Work.

(d) Core Restrictions for Intergraph APOLLO SOFTWARE PRODUCT: License fees and installation restrictions for Intergraph APOLLO SOFTWARE PRODUCTS may be based on the number of Cores present in the server on which the Intergraph APOLLO SOFTWARE PRODUCTS are installed. The license type for APOLLO will be designated in the product descriptions set forth on the proposal, quote or packaging provided with the SOFTWARE PRODUCT. If your APOLLO SOFTWARE PRODUCTS are Core based, this section will apply. Each product can be licensed in multiples of four (4)

Cores, up to a maximum thirty-two (32) Cores. You are responsible for determining the number of Cores on your host server and ordering the appropriate number of Core licenses. Each license of an Intergraph APOLLO SOFTWARE PRODUCT must be installed only on a single server. For example, an 8-Core license does not permit you to install two copies of a component, each on a 4-Core server. In a virtualized data processing environment, where hyper-threading, "virtual machine" technology or other similar techniques create "virtual processors" which do not necessarily correspond to the physical Cores present on the server, your usage rights depend on the relationship between the number of Cores for which you are licensed, the number of physical Cores present on the host server, and the number of processors available to the Intergraph APOLLO SOFTWARE PRODUCT in the virtualized environment, as follows: if the number of Cores for which you are licensed equals or exceeds the number of physical Cores present on the host server, then additional virtual processors created by hyper-threading or other methods of multi-tasking a physical Core do not violate your licensing restriction. However, if you wish to install the Intergraph APOLLO SOFTWARE PRODUCT on a host server having a greater number of physical Cores present than the number of Cores for which you are licensed, you must operate the Intergraph APOLLO SOFTWARE PRODUCT only within a "guest" virtual machine that accesses a maximum number of processors (whether virtual, physical or both) that is less than or equal to the number of Cores for which you are licensed.

3.3 Indemnification by You. [DELETED]

4.0 TERM. This EULA is effective until terminated or until your software subscription or lease expires without being renewed. this EULA may be terminated (a) by you, by returning to Intergraph the original SOFTWARE PRODUCT or by permanently destroying the SOFTWARE PRODUCT, together with all copies, modifications and merged portions in any form; (b) by Intergraph, upon your breach of any of the terms hereof or your failure to pay the appropriate license or subscription fee(s); (c) upon your installation of an Upgrade that is accompanied by a new license agreement covering the SOFTWARE PRODUCT Upgrade; or (d) by expiration of the applicable license files, if this is a temporary license. You agree upon the earlier of the termination of this EULA or expiration of your software subscription to cease using and to permanently destroy the SOFTWARE PRODUCT (and any copies, modifications and merged portions of the SOFTWARE PRODUCT in any form, and all of the component parts of the SOFTWARE PRODUCT) and certify such destruction in writing to Intergraph.

5.0 AUDIT. Intergraph shall have the right, during your normal business hours, to audit your use of the SOFTWARE PRODUCT and your compliance with the provisions of this EULA. Intergraph will provide you with thirty (30) days prior written notice of an audit. The right of audit shall be limited to twice per calendar year. Prior to the start of an audit, Intergraph's personnel will sign a reasonable non-disclosure agreement provided by you. During the audit, you shall allow Intergraph's personnel to be provided reasonable access to both your records and personnel. The cost of the audit shall be paid by Intergraph unless the results of the audit indicate that you have underpaid fees to Intergraph, in which case, you agree to promptly pay Intergraph such fees at the price previously agreed to for the SOFTWARE PRODUCT license or software subscription *plus* interest on such underpayments from the original due date at the lesser of two percent (2%) per month or the highest rate allowed by applicable law, and you further agree to bear all costs associated with the audit. Intergraph understands and agrees that it may have access to confidential information and will sign an appropriate non-disclosure agreement prior to beginning any said audit.

6.0 INTELLECTUAL PROPERTY.

6.1 Ownership.

6.1.1Software. ALL SOFTWARE PRODUCTS ARE PROPRIETARY PRODUCTS OF INTERGRAPH AND ADDITIONAL THIRD PARTIES, AND ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL TREATIES. TITLE TO SOFTWARE PRODUCTS AND ALL COPIES, MODIFICATIONS AND MERGED PORTIONS OF A SOFTWARE PRODUCT SHALL AT ALL TIMES REMAIN WITH INTERGRAPH AND SUCH THIRD PARTIES. SOFTWARE PRODUCTS are licensed, not sold pursuant to this EULA. Intergraph and additional third parties retain all right, title and interest in and to all SOFTWARE PRODUCTS, including, but not limited to, all Intellectual Property rights in and to each SOFTWARE PRODUCT. All rights not expressly granted to you by this EULA or other applicable third party software license agreement or terms and conditions are reserved by Intergraph and such third parties. No source code is deliverable hereunder unless otherwise agreed to in writing by Intergraph. Additional information regarding Intergraph patents, including a list of registered patents associated with the Intergraph SOFTWARE PRODUCTS, is available at www.intergraph.com/patents.

6.1.2Intellectual Property. You acknowledge and agree that Intergraph and third party manufacturers, as applicable, own all rights in and to Intergraph's and the applicable third party manufacturer's trade names, and no right or license is granted to you pursuant to this EULA to use such trade names. You also acknowledge and agree that Intergraph and third party manufacturers, as applicable, own all right, title and interest in and to all intellectual property relating to and for the SOFTWARE PRODUCT, including, without limitation, patents, trademarks, copyrights, inventions (whether registerable or not), trade secrets, concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs (collectively, "Intellectual Property"). If you bring a patent claim against Intergraph or any third party manufacturer over patents you claim are being infringed by the SOFTWARE PRODUCT, your patent license from Intergraph and any applicable third party manufacturer(s) for the SOFTWARE PRODUCT automatically ends.

6.2 Intellectual Property Infringement.

6.2.1Remedy by Intergraph. In the event the SOFTWARE PRODUCT is, in Intergraph's opinion, likely to or becomes the subject of a claim of infringement of any duly issued U.S. Intellectual Property, Intergraph may, at its sole option and expense (a) procure for you the right to continue using the SOFTWARE PRODUCT; (b) modify the SOFTWARE PRODUCT to make it non-infringing, but functionally the same; (c) replace the SOFTWARE PRODUCT with a SOFTWARE PRODUCT which is non-infringing, but functionally the same; or (d) provide a prorated refund to you of the actual amount you paid Intergraph for the SOFTWARE PRODUCT.

6.2.2 Indemnification by You. [DELETED]

6.3 DISCLAIMER OF INTELLECTUAL PROPERTY WARRANTIES AND LIMITATION OF LIABILITY. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES SET FORTH IN THIS EULA ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT AND THESE INTELLECTUAL PROPERTY LIMITED WARRANTIES ALONG WITH THE STATED REMEDIES REPRESENT THE FULL AND TOTAL WARRANTY OBLIGATION AND LIABILITY OF INTERGRAPH WITH REGARD TO INTELLECTUAL PROPERTY INFRINGEMENT. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES OR LIMITATION OF LIABILITY IS RULED INVALID, THEN INTERGRAPH DISCLAIMS EXPRESS OR IMPLIED WARRANTIES AND LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN INTERGRAPH WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

7.0 LIMITED WARRANTIES.

7.1 Intergraph warrants to you for a period of thirty (30) days from the date of shipment that the SOFTWARE PRODUCT delivery media will be free of defects in material and workmanship, provided the SOFTWARE PRODUCT is used under normal conditions and in strict accordance with the terms and conditions of this EULA. You agree to promptly notify Intergraph of any unauthorized use, repair or modification, or misuse of the SOFTWARE PRODUCT, as well as any suspected defect in the SOFTWARE PRODUCT delivery media.

7.2 Intergraph warrants that it has the right to grant you this license.

7.3 THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL WARRANTY OBLIGATION OF INTERGRAPH. THE LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF THIS WARRANTY SECTION DOES NOT ADHERE TO LOCAL LAWS, THEN THE MINIMUM WARRANTY TERM PRESCRIBED BY THE LAWS OF YOUR JURISDICTION SHALL APPLY.

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

9.0 LIMITATION OF LIABILITY. YOU ASSUME FULL AND COMPLETE LIABILITY FOR YOUR USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTERGRAPH OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION,

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

10.0 RESTRICTIONS.

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

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

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

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

10.1.4 Government Reserved Rights: MrSID technology incorporated in the SOFTWARE PRODUCT was developed in part through a project at the Los Alamos National Laboratory, funded by the U.S. Government, managed under contract by the University of California (the "University"), and is under exclusive commercial license to LizardTech, Inc. It is used under license from LizardTech. MrSID technology is protected by U.S. Patent No. 5,710,835. Foreign patents pending. The U.S. Government and the University have reserved rights in MrSID technology, including without limitation: (a) The U.S. Government has a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on behalf of the United States, inventions covered by U.S. Patent No. 5,710,835 and has other rights under 35 U.S.C. § 200-212 and applicable implementing regulations; (b) If LizardTech's rights in the MrSID technology terminate during the term of this EULA, you may continue to use the SOFTWARE PRODUCT. Any provisions of this license which could reasonably be

deemed to do so would then protect the University and/or the U.S. Government; and (c) The University has no obligation to furnish any know-how, technical assistance, or technical data to users of MrSID technology and makes no warranty or representation as to the validity of U.S. Patent 5,710,835 nor that the MrSID technology will not infringe any patent or other proprietary right. For further information about these provisions, contact LizardTech, 1008 Western Ave., Suite 200, Seattle, WA 98104.

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, including, but not limited to the U.S. Export Administrations Act. 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 305 Intergraph Way, 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 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 Upgrades may be subject to additional, or different, as applicable, terms and conditions contained in a EULA Addendum or separate EULA that is delivered with the applicable SOFTWARE PRODUCT or Upgrade. 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, 305 Intergraph Way, 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. [DELETED]

11.11 Injunctive Relief; Cumulative Remedies. 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. [DELETED]

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.

INTERGRAPH END-USER LICENSE AGREEMENT
ADDENDUM FOR CERTAIN PRODUCTS

This Addendum is applicable to you in the event that the "SOFTWARE PRODUCT" is one that also makes use of the products identified below. If applicable, this Addendum ("Addendum ") sets forth the terms of the Licensee's use of the SOFTWARE PRODUCT in addition to the terms of the END-USER LICENSE AGREEMENT ("EULA") provided to the Licensee at the time of purchase. This Addendum shall only apply to you if you use any of the products identified below by or through Intergraph. To the extent not inconsistent with this Addendum, all terms of the EULA shall apply to the use of the SOFTWARE PRODUCT. In the event of a conflict of terms between the EULA and this Addendum, this Addendum shall take precedence over the EULA. The EULA can be found at:

1.0. Geospatial Desktop Program. This section only applies if the "SOFTWARE PRODUCT" is that particular bundle of applications known as the "Geospatial Desktop Program."

1.1. Definitions.

1.1.1. "**Effective Date**" shall mean the date of delivery of the License Key(s) to Licensee, or such later date as specified in the Quote.

1.1.2. "Existing Products" - any Intergraph software products held by Customer prior to entering into this Agreement that are duplicative of one or more components of the Geospatial Desktop made the subject of this Addendum.

1.1.3. "License Key" shall mean the unique key provided to the Licensee by Intergraph for the run-time use of the SOFTWARE PRODUCT

1.1.4. "Licensee" shall mean an individual or single legal entity authorized by Intergraph to utilize the SOFTWARE PRODUCT pursuant to the EULA and this Addendum.

1.1.5. "**Quote**" shall mean a quotation for the License of Licensed Software submitted to Licensee by Intergraph or an authorized Intergraph partner, and associated maintenance and support services as described herein this Agreement.

1.2. License Grant. Provided you are not in breach of any term or condition of the EULA or this Addendum , Intergraph hereby grants you a limited, non-exclusive license to install and use the SOFTWARE PRODUCT, in object code form only, strictly for your internal use and strictly in accordance with the EULA and this Addendum. The license is non-transferable, except as specifically set forth in the EULA.

1.2.1. License type and Mode: The SOFTWARE PRODUCT licensed pursuant to this Addendum shall be concurrent-use mode (CC) in accordance with Section 2.2.1(a) of the EULA.

1.3. Term. This Addendum and the rights granted to Licensee pursuant to this Addendum and the EULA shall begin upon the Effective Date and remain in effect for a period of twelve (12) months. This Agreement may be renewed in accordance with section 2.1 below. New License Keys and/or installation media will be issued annually upon renewal of this Agreement.

Approximately thirty (30) days prior to the end of the license term, Intergraph may submit a renewal Quote to the Licensee to renew the license(s) for the next subscription period at the prices provided in the renewal Quote. If the license(s) are not renewed at the end of the term, Licensee acknowledges that all rights and license grants provided by this EULA and this Addendum shall terminate upon expiration of the term described in Section 1.3 above.

1.4. Customer's Existing Products. *Any Existing Intergraph products held by Customer are not a part of this Agreement.*

1.4.1. Any Existing Products must be subject to a separate Intergraph maintenance agreement. Customer may choose to not renew maintenance for Existing Products only at the expiration of the term of any maintenance agreement applicable to Existing Products. Early maintenance termination is not permitted for Existing Products under this Addendum.

2.0. Geospatial SDK. This section only applies if the "SOFTWARE PRODUCT" is the Geospatial Portal SDK.

2.1. License Limitations for Sencha Products. You shall not distribute the Sencha Products in stand-alone form. You shall not provide license rights, consulting, training or other services with the standalone functionality of the Sencha Products. You shall not allow third parties to develop or use the Sencha Products on a standalone basis. Copies of the Sencha Products are licensed and not sold. You may not: (a) modify the Sencha Products or permit or encourage any third party to do so; (b) rent, lease or sell or otherwise provide temporary access to the Sencha Products to any third party; (c) use the Sencha Products in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Sencha Products; (d) modify, remove or obstruct any copyright or other proprietary rights statements or notices contained within the Sencha Products; (e) distribute the Sencha Products except as provided herein; (f) allow, assist or permit any others to do any of the foregoing.

You agree to not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Sencha Products. You may only make a single copy of the Sencha Products for back-up purposes only.

2.2. Limitations on Use. You may only use the Geospatial Portal SDK and Sencha Products in combination with the Geospatial Portal. For the avoidance of doubt, "You" in this Addendum means an individual person. Only one person may use the Geospatial Portal SDK per license. You are the only authorized user of this licensed copy of the Geospatial Portal SDK and you may not allow anyone other than yourself to use the Geospatial Portal SDK.

3.0. Remote Content Management. This section only applies if the "SOFTWARE PRODUCT" is Remote Content Management and makes use of DotNetZip Library.

3.1. "**Contributor**" shall mean any person that distributes its contribution under this license.

3.2. If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

4.0. IMAGINE GeoPDF PUBLISHER. This section only applies if the "SOFTWARE PRODUCT" is the IMAGINE **GeoPDF PUBLISHER** product.

4.1. Warranty Disclaimer. Notwithstanding anything to the contrary herein, no warranty is provided with respect to the performance of IMAGINE **GeoPDF PUBLISHER**. For greater clarity IMAGINE **GeoPDF PUBLISHER** is provided on an 'AS IS" basis.

4.2. Limitation of Liability. Intergraph, its licensors or its suppliers shall not be liable for any claims relating to or arising out of IMAGINE **GeoPDF PUBLISHER**, regardless of form, in connection with your use of IMAGINE **GeoPDF PUBLISHER**.

4.3. Acceptance. IMAGINE **GeoPDF PUBLISHER** shall be deemed accepted upon your installation of the same.

4.4. Use Restrictions. You may use the **GeoPDF PUBLISHER** only for your internal business use, and you may not use IMAGINE **GeoPDF PUBLISHER** to render any files other than GeoPDF files.

5.0. Euclideon technology. This section only applies if the SOFTWARE PRODUCT are APOLLO, ERDAS IMAGINE, Geospatial Portal or GeoMedia WebMap. These SOFTWARE PRODUCTS have Euclideon technology embedded within the final products and the intellectual property rights of such third-party technology remain with Euclideon. By installing and using these SOFTWARE PRODUCTS, you agree that you will not modify, reverse engineer, disassemble or decompile any Euclideon software, that you will not remove, obscure or alter any notice of patent, trademark, copyright or trade name.

6.0. mTransformer. mTransformer by myVR Software AS is delivered with the Hexagon Geospatial Provider Suite and Platform Suite products. mTransformer may be installed on any machine and used within an organization that has a valid license for any product from the Provider Suite or the Platform Suite.

7.0. ADDITIONAL TERMS FOR SPECIFIC SOFTWARE PRODUCTS.

7.1. GeoMedia Viewer 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.

7.2. 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.

7.3. **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.

7.4. **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.

7.5. **ImageStation and Geospatial SDI Software – Additional Terms**. Some SOFTWARE PRODUCTS of the ImageStation and Geospatial SDI product families contain one or more dynamic link libraries (DLLs) that were built at least partially from open source code subject to the Code Project Open License (CPOL) 1.02 which may be found at . By installing and using these SOFTWARE PRODUCTS, you agree that the terms of the CPOL license apply to the portions of such DLLs built with CPOL-licensed open source code.

7.6. ECW Browser Plug-in – Additional Terms. The Enhanced Compression Wavelet (ECW) browser plug-in SOFTWARE PRODUCT ("Browser Plug-in") is designed to be used as a browser plug-in to view, within the Microsoft Internet Explorer, Google Chrome and Mozilla Firefox browsers (the "Browsers"), images created using ECW image technology. Browsers are not included with the Browser Plug-in. You may make and install as many copies of the Browser Plug-in as you need, as plug-ins to lawfully licensed Browsers on computers that you own or control. If you have a valid license to use Intergraph Enhanced Compression Wavelet (ECWP) server SOFTWARE PRODUCT ("ECWP Server Software"), you may also distribute copies of the Browser Plug-in to others whom you wish to authorize to access images residing on your ECWP server, provided you include this EULA with the distributed copies. All copies of the Browser Plug-in authorized as described herein are considered to be authorized copies. You may install and use the Browser Plug-in only to enable the Browsers to display images that are created with ECW image technology, and that are accessed via your licensed ECWP Server Software. The Browser Plug-in is licensed only for research, commercial, governmental, and educational purposes and is not licensed, and shall not be used, for personal, family, or household purposes.

8.0. AAIC and RINAV - Limits on use. Licensee may not use a single license of AAIC or RINAV for more than four (4) simultaneous jobs. Licensees desiring to execute AAIC or RINAV simultaneously on more than four (4) cores may purchase additional licenses.

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Hexagon Safety & Infrastructure
ADDENDUM to the End User License Agreement for SAP Business Objects Software

This addendum ("Addendum") modifies the End User License Agreement ("EULA") between You and Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("Hexagon"). This Addendum is applicable to You in the event that You have obtained certain offerings that are part of the Intergraph Business Intelligence solution ("Intergraph BI"). In the event of a conflict of terms between the EULA and this Addendum, this Addendum shall take precedence over the EULA.

Intergraph products ("OEM Products") and SAP Business Objects products ("Software" or "SAP Software") combine to make Intergraph BI, and together, the OEM Products and the SAP Software may be referred to as the "Bundled Products." The Hexagon End User License Agreement ("Hexagon EULA") shall govern the OEM Products. This Addendum addresses license rights specific to the SAP Software.

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The Bundled Products' Content is governed by the Hexagon EULA. "Content" means ETL scripts and data warehouses, universes, reports, and dashboards created by Hexagon by using capabilities available in the SAP Software. Content may only be used in conjunction with the Bundled Products obtained from Hexagon. Use of Content with products not obtained from Hexagon, including Use with same or similar products obtained directly from SAP/Business Objects, shall be a violation of the Hexagon EULA and this Addendum.

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You agree to enable SAP or Hexagon to perform audits with regards to the usage of the Software as provided for in the EULA.

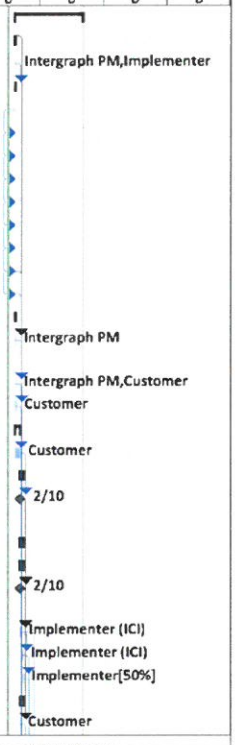
Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and/or delivered with the SAP Software as a "README" file and apply to your use of any such open source products.

DDCC077D0 28Oct2015

Attachment 6: Sample Project Plan

Hexagon SAMPLE WebRMS Project Schedule

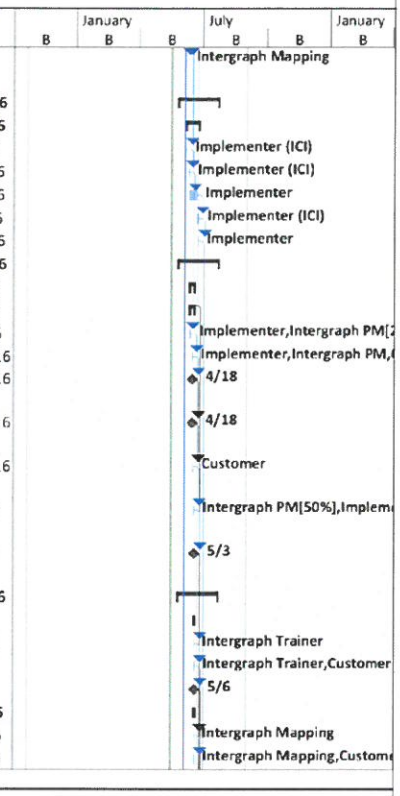
ID	Task Name	Duration	Start	Finish
1	**I/Leads RMS to WebRMS Upgrade**	**339 day**	**Mon 1/4/16**	**Tue 5/9/17**
2	**Project Kickoff Meeting**	**4 days**	**Mon 1/4/16**	**Thu 1/7/16**
3	Develop Kickoff Materials, Implementation Schedule	1 day	Mon 1/4/16	Mon 1/4/16
4	**Conduct Project Kickoff Meeting**	**3 days**	**Tue 1/5/16**	**Thu 1/7/16**
5	Review of Project Implementation Schedule	3 days	Tue 1/5/16	Thu 1/7/16
6	Review of Deliverables Requirements	3 days	Tue 1/5/16	Thu 1/7/16
7	Establish Project Organizational Structure	3 days	Tue 1/5/16	Thu 1/7/16
8	Review Training Requirements	3 days	Tue 1/5/16	Thu 1/7/16
9	Review Mapping Requirements	3 days	Tue 1/5/16	Thu 1/7/16
10	Verify Map Source Data Availability	3 days	Tue 1/5/16	Thu 1/7/16
11	Review Interfaces and Functions	3 days	Tue 1/5/16	Thu 1/7/16
12	Review State Reporting Requirements	3 days	Tue 1/5/16	Thu 1/7/16
13	Review Hardware Specs with Agency	3 days	Tue 1/5/16	Thu 1/7/16
14	**Project Schedule Review**	**3 days**	**Fri 1/8/16**	**Tue 1/12/16**
15	Intergraph updates draft project schedule from Kickoff Meeting	1 day	Fri 1/8/16	Fri 1/8/16
16	Intergraph submits updated project schedule to customer	1 day	Mon 1/11/16	Mon 1/11/16
17	Customer reviews/approves updated project schedule	1 day	Tue 1/12/16	Tue 1/12/16
18	**Hardware Acquisition**	**23 days**	**Fri 1/8/16**	**Wed 2/10/16**
19	Customer Stages Hardware	23 days	Fri 1/8/16	Wed 2/10/16
20	**Staging Phase**	**20 days**	**Wed 2/10/16**	**Tue 3/8/16**
21	Servers Installed at customer site and ready for software installation	0 days	Wed 2/10/16	Wed 2/10/16
22	**I/Leads Upgrade Task 1 - Server Software Staging**	**20 days**	**Wed 2/10/16**	**Tue 3/8/16**
23	**WebRMS Server Components**	**20 days**	**Wed 2/10/16**	**Tue 3/8/16**
24	Server Installed at Site and Ready for Software Installation	0 days	Wed 2/10/16	Wed 2/10/16
25	Install Database and WebRMS Components	5 days	Wed 2/10/16	Tue 2/16/16
26	Install Address Server, CAD Link, Syn Services	5 days	Wed 2/24/16	Tue 3/1/16
27	Conduct Installation Testing / Resolve Issues	5 days	Wed 3/2/16	Tue 3/8/16
28	**Conduct Installation Testing / Resolve Issues**	**16.5 da**	**Thu 2/11/16**	**Fri 3/4/16**
29	Customer Provide mapping data	1 day	Thu 2/11/16	Thu 2/11/16



Page 1

Hexagon SAMPLE WebRMS Project Schedule

ID	Task Name	Duration	Start	Finish
30	Intergraph mapping personnel configure address server	20 hrs	Wed 3/2/16	Fri 3/4/16
31	**Configuration Phase**	**202 day**	**Fri 1/8/16**	**Fri 10/21/16**
32	**I/Leads Upgrade Task 3 - I/Leads Database Conversion**	**65 days**	**Wed 3/2/16**	**Wed 6/1/16**
33	Upgrade I/Leads data to Leads 9.0 - if needed	2 days	Wed 3/2/16	Thu 3/3/16
34	Data Migration Install/Initial Run	5 days	Wed 3/16/16	Tue 3/22/16
35	Customization of Conversion Scripts	40 days	Wed 3/23/16	Tue 5/17/16
36	Execution and Validation of Conversion scripts	10 days	Wed 5/18/16	Wed 6/1/16
37	Delivery of Migrated Data	3 days	Tue 5/24/16	Thu 5/26/16
38	**I/Leads Upgrade Task 4 - Site Specific Information Gather**	**202 day**	**Fri 1/8/16**	**Fri 10/21/16**
39	**Requirements Analysis and Documentation**	**25 days**	**Wed 3/30/16**	**Tue 5/3/16**
40	**Business Process Analysis (BPA)**	**25 days**	**Wed 3/30/16**	**Tue 5/3/16**
41	Business Process Analysis Review preparation	4 days	Wed 3/30/16	Mon 4/4/16
42	Business Process Analysis session 1	4 days	Wed 4/13/16	Mon 4/18/16
43	Intergraph develops Business Process Analysis Document	0 days	Mon 4/18/16	Mon 4/18/16
44	Delivery of draft Business Process Analysis document	0 days	Mon 4/18/16	Mon 4/18/16
45	Customer review of Business Process Analysis document	5 days	Mon 4/18/16	Mon 4/25/16
46	Intergraph updates Business Process Analysis document	5 days	Wed 4/27/16	Tue 5/3/16
47	Delivery of Final Business Process Analysis document	0 days	Tue 5/3/16	Tue 5/3/16
48	**I/Leads Upgrade Task 5 - Configuration of Products**	**202 day**	**Fri 1/8/16**	**Fri 10/21/16**
49	**WebRMS CONFIGURATION TRAINING**	**4 days**	**Tue 5/3/16**	**Fri 5/6/16**
50	WebRMS Configuration Training Prep	1 day	Tue 5/3/16	Tue 5/3/16
51	WebRMS System Overview/Configuration Training	3 days	Wed 5/4/16	Fri 5/6/16
52	Provide Agency WebRMS Workflow Worksheet	0 days	Fri 5/6/16	Fri 5/6/16
53	**Address Server Training**	**4 days**	**Wed 5/4/16**	**Mon 5/9/16**
54	Mapping Consulting Prep	1 day	Wed 5/4/16	Wed 5/4/16
55	Mapping Configuration Consulting	3 days	Thu 5/5/16	Mon 5/9/16



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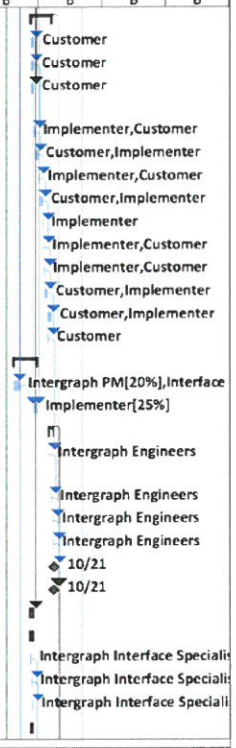
Hexagon SAMPLE WebRMS Project Schedule

ID	Task Name	Duration	Start	Finish
56	**CUSTOMER CONFIGURATION of WebRMS**	**106 day**	**Mon 5/9/16**	**Thu 10/6/16**
57	Refine Code Tables	17 days	Mon 5/9/16	Wed 6/1/16
58	Refine Security Groups/Permissions/Lock Groups	17 days	Mon 5/9/16	Wed 6/1/16
59	Define WebRMS Workflows on Workflow Worksheet	17 days	Mon 5/9/16	Wed 6/1/16
60	RMS Configuration Workshop 1	4 days	Thu 6/2/16	Tue 6/7/16
61	Agency Configuration Takeaway 1	15 days	Thu 6/9/16	Wed 6/29/16
62	RMS Configuration Workshop 2	4 days	Fri 7/8/16	Wed 7/13/16
63	Agency Configuration Takeaway 2	15 days	Fri 7/15/16	Thu 8/4/16
64	WebRMS Reports and Deployment Training Prep	1 day	Thu 8/4/16	Thu 8/4/16
65	WebRMS Reports and Deployment Training	2 days	Fri 8/12/16	Mon 8/15/16
66	RMS Configuration Workshop 3	2 days	Tue 8/16/16	Wed 8/17/16
67	Agency Configuration Takeaway 3	15 days	Thu 8/18/16	Thu 9/8/16
68	Agency Testing of Configuration	20 days	Fri 9/9/16	Thu 10/6/16
69	Complete WebRMS Workflow Worksheet	5 days	Fri 9/9/16	Thu 9/15/16
70	**IMPLEMENTATION OF STATE REPORTING**	**119 day**	**Fri 1/8/16**	**Fri 6/24/16**
71	**Development of State Specific Requirements**	30 days	Fri 1/8/16	Fri 2/19/16
72	Implement State UCR/IBR Reporting	20 days	Fri 5/27/16	Fri 6/24/16
73	**WORKFLOW CONFIGURATION**	**25 days**	**Mon 9/19/16**	**Fri 10/21/16**
74	Workflow Analysis with Agency using WebRMS Workflow Worksheet	3 days	Mon 9/19/16	Wed 9/21/16
75	Configure WebRMS Workflow	5 days	Mon 10/3/16	Fri 10/7/16
76	Conduct WebRMS Workflow Testing	2.5 days	Mon 10/17/1	Wed 10/19/1
77	Resolve Issues/Retest	2.5 days	Wed 10/19/1	Fri 10/21/16
78	Workflow Configuration Complete	0 days	Fri 10/21/16	Fri 10/21/16
79	Customer Configuration Complete	0 days	Fri 10/21/16	Fri 10/21/16
80	**I/Leads Upgrade Task 6 - Interface Upgrades**	**15 days**	**Wed 5/4/16**	**Tue 5/24/16**
81	**OPTIONED: Attachment and Mugshot One-time impor**	**15 days**	**Wed 5/4/16**	**Tue 5/24/16**
82	Intergraph documents Interface Functionality	5 days	Wed 5/4/16	Tue 5/10/16
83	Intergraph Develops Interface	5 days	Wed 5/11/16	Tue 5/17/16
84	Intergraph Implement/Test Interface	5 days	Wed 5/18/16	Tue 5/24/16
85	**Custom Interface 2**	**9 days**	**Wed 5/11/16**	**Mon 5/23/16**



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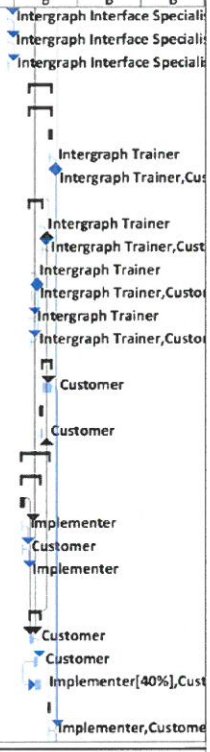
Hexagon SAMPLE WebRMS Project Schedule

ID	Task Name	Duration	Start	Finish
86	Intergraph documents Interface Functionality	3 days	Wed 5/11/16	Fri 5/13/16
87	Intergraph Develops Interface	1 day	Mon 5/16/16	Mon 5/16/16
88	Intergraph Implement/Test Interface	5 days	Tue 5/17/16	Mon 5/23/16
89	**Deployment Phase**	**107.5 d**	**Wed 10/19/1**	**Thu 3/30/17**
90	**I/Leads Upgrade Task 7 - Training**	**107.5 d**	**Wed 10/19/1**	**Thu 3/30/17**
91	**WebRMS SYSTEM ADMINISTRATOR TRAINING**	**8 days**	**Fri 3/17/17**	**Tue 3/28/17**
92	Prepare for WebRMS System Admin Training	1 day	Fri 3/17/17	Fri 3/17/17
93	Conduct WebRMS System Admin Training Course	2 days	Mon 3/27/17	Tue 3/28/17
94	**WebRMS END USER TRAINING (Train-the-Trainer)**	**61.5 day**	**Wed 10/19/1**	**Wed 1/25/17**
95	Prepare for WebRMS User Training	2 days	Thu 1/5/17	Fri 1/6/17
96	Conduct WebRMS Complete Train-The-Trainer Cours	4 days	Fri 1/20/17	Wed 1/25/17
97	Prepare for BI Direct for WebRMS SysAdmin Training	1 day	Thu 11/3/16	Thu 11/3/16
98	Conduct BI Direct for WebRMS SysAdmin Training	2 days	Fri 11/4/16	Mon 11/7/16
99	Prepare for BI Direct for WebRMS User Training	0.5 days	Wed 10/19/1	Wed 10/19/1
100	Conduct BI Direct for WebRMS User Training	4 days	Tue 11/1/16	Fri 11/4/16
101	**Customer End User Training**	**45 days**	**Fri 1/27/17**	**Thu 3/30/17**
102	Customer Led Training	45 days	Fri 1/27/17	Thu 3/30/17
103	**CUSTOMER CLIENT SOFTWARE DEPLOYMENT**	**10 days**	**Thu 1/12/17**	**Thu 1/26/17**
104	Deploy Reporting Client	10 days	Thu 1/12/17	Thu 1/26/17
105	**Testing Phase**	**135 day**	**Fri 8/26/16**	**Thu 3/16/17**
106	**I/Leads Upgrade Task 8 - Functional Testing**	**90 days**	**Fri 8/26/16**	**Wed 1/11/17**
107	**Create Functional Test Plans**	**12 days**	**Fri 8/26/16**	**Tue 9/13/16**
108	Functional Test Plan Development	3 days	Fri 8/26/16	Tue 8/30/16
109	Customer Review Document	5 days	Fri 9/2/16	Fri 9/9/16
110	Incorporate Customer feedback and deliver final document	2 days	Mon 9/12/16	Tue 9/13/16
111	**WebRMS Functional Testing - Issue Resolution**	**50 days**	**Mon 10/24/1**	**Wed 1/11/17**
112	Prepare for Testing	20 days	Mon 10/24/1	Fri 11/18/16
113	Conduct Functional/Systems Testing	20 days	Mon 11/21/1	Tue 12/20/16
114	Resolve Issues/Retest	25 days	Wed 11/30/1	Wed 1/11/17
115	**I/Leads Upgrade Task 9 - Cutover Readiness Review**	**4 days**	**Mon 3/13/17**	**Thu 3/16/17**
116	Cutover Readiness Review	4 days	Mon 3/13/17	Thu 3/16/17



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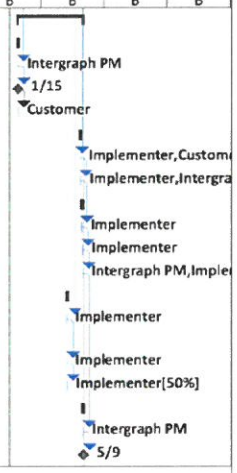
Hexagon SAMPLE WebRMS Project Schedule

ID	Task Name	Duration	Start	Finish
117	**Cutover To Production Use**	**329 day**	**Wed 1/13/16**	**Thu 5/4/17**
118	**Cutover Plan**	**5 days**	**Wed 1/13/16**	**Wed 1/20/16**
119	Intergraph creates draft Cutover Plan	3 days	Wed 1/13/16	Fri 1/15/16
120	Intergraph submits Plan to customer	0 days	Fri 1/15/16	Fri 1/15/16
121	Customer reviews/approves updated Cutover Plan	2 days	Tue 1/19/16	Wed 1/20/16
122	**I/Leads Upgrade Task 10 - Cutover**	**6 days**	**Thu 4/13/17**	**Thu 4/20/17**
123	I/Leads Database Final Conversion	1 day	Thu 4/13/17	Thu 4/13/17
124	System Cutover to Live Operation - On-Site Support	5 days	Fri 4/14/17	Thu 4/20/17
125	**I/Leads Upgrade Task 11 - Post Cutover Support**	**10 days**	**Fri 4/21/17**	**Thu 5/4/17**
126	Post Cutover Support - On Site	5 days	Fri 4/21/17	Thu 4/27/17
127	Post Cutover Support - Remote	5 days	Fri 4/28/17	Thu 5/4/17
128	Handoff To Customer Support	1 day	Thu 5/4/17	Thu 5/4/17
129	**Build Test/Training Environment**	**7 days**	**Thu 1/5/17**	**Fri 1/13/17**
130	Copy Production VM's to create TEST/TRAINING Environment	3 days	Thu 1/5/17	Mon 1/9/17
131	Conduct QA on TEST/TRAINING Environment	2 days	Mon 1/9/17	Tue 1/10/17
132	Resolve Issues/Retest	3 days	Wed 1/11/17	Fri 1/13/17
133	**Project Closure**	**3 days**	**Fri 5/5/17**	**Tue 5/9/17**
134	Conduct Project Close out Review	3 days	Fri 5/5/17	Tue 5/9/17
135	Close Project	0 days	Tue 5/9/17	Tue 5/9/17



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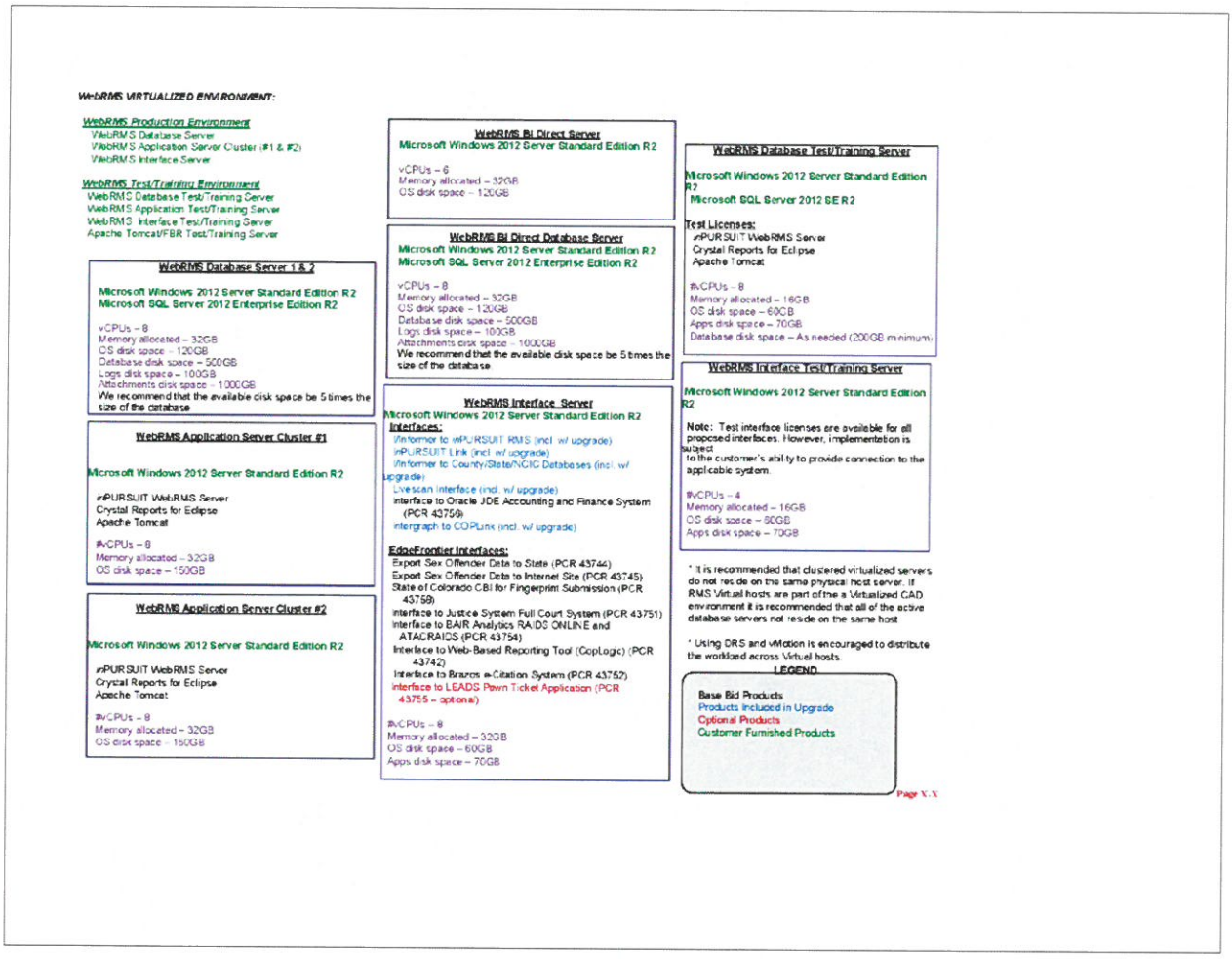
Attachment 7: Configuration Diagram



Local Environment

INTERGRAPH

RMS Workstations
(See Note*)

Windows 7 Professional
*in*PURSUIT WebRMS (20 Concurrent Licenses to be exchanged)
Internet Explorer (for WebRMS access Client Count and CopLogic Cloud-based application)

Recommended Specifications for RMS Workstations:

Dell Precision T3600

2.8GHz quad-core Xeon processor
8GB RAM
80GB disk drive
Dual monitor

Note: These specifications apply to all proposed RMS workstations.

****TOTAL I/LEAD to inPURSUIT Exchange Licenses***

20 *in*PURSUIT WebRMS Concurrent Client (CC) Licenses

Mobile Data Computers

For the Mobile Data Computers:
Windows 7
Mobile for Public Safety Concurrent User Licenses
*in*PURSUIT Field-Based Reporting (FBR)
(Qty. 20 concurrent licenses)

Third Party Products:
Brazos e-Citation client licenses

Mobile Environment

Mobile Data Computers

Recommended Specifications
IBM PC-compatible
Dual-core processor
4GB RAM
80GB hard drive
1,024 x 768 resolution
Centronics port for printing (if appropriate)
Network connection (if to be docked on the network)
Touch screen preferred

Qty: 100

LEGEND

Base Bid Products
Products Included in Upgrade
Optional Products
Customer Furnished Products

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Attachment 8: Error Levels

Priority	Problem Description	Response Time	Resolution Targets
Level One	▸ Loss of data ▸ Data corruption ▸ Productive use prohibited ▸ No workaround available ▸ Aborts	▸ M-F, 7:00AM-7:00PM Central Time – Immediate or within 30 minutes of notification	▸ 12 hours – Program code correction or a procedural work around
Level Two	▸ Primary purpose compromised ▸ Productive use significantly impacted ▸ Workaround generally not available	▸ M-F, 7:00AM-7:00PM Central Time – Immediate or within one hour of notification during normal business hours	▸ 48 hours – Program code correction or a procedural work around
Level Three	▸ Productive, but incomplete operation ▸ Workarounds generally available	▸ M-F, 7:00AM-7:00PM Central Time – Immediate or within eight hours of notification during normal business hours	▸ One week – Procedural workaround ▸ Program code correction in a future software release
Level Four	▸ Productive, mainly cosmetic in nature ▸ Workarounds or configurable options generally available	▸ M-F, 7:00AM-7:00PM Central Time – Immediate or within eight hours of notification during normal business hours	▸ One week – Procedural workaround ▸ Program code correction in a future software release

HEXAGON
SAFETY & INFRASTRUCTURE

Customer:	**Huntsville Police Department**
Quote Number:	**Attachment A-9_ Q111615cla_HSVPD_LEADS-WebRMS_Cust**
Rev. #:	
Quote Date:	**November 16, 2015**
Expiration Date:	**December 31, 2015**

WebRMS, Mugshot Interface & Data Conversion

Software				
Part Number	**Description**	**QTY**	**Unit Price**	**Extended Price**
SXMA220	Exchange I/LEADS Server for WebRMS Server (SXMA220)	1	26,000.00	$26,000.00
SXMA220TST	Exchange I/LEADS Server TST for WebRMS Server - TST (SXMA220TST)	1	Included at no additional cost	
RMS0016LOB	WebRMS Server License - Load Balancing License (RMS0016LOB)	1	Included at no additional cost	
SXMA219	Exch I/LEADS RMS Client for WebRMS Concurrent User (SXMA219)	130	Included at no additional cost	
SXMA219TST	Exch I/LEADS RMS Client TST for WebRMS Concurrent User TST (SXMA219TST)	5	Included at no additional cost	
SBND3090L	BIDirect for inPURSUIT WebRMS (includes 20 CC User Licenses) (SBND3090L)	1	24,000.00	$24,000.00
IPS3042	EdgeFrontier Runtime Engine (IPS3042)	1	20,000.00	$20,000.00
IPS3042-TST	EdgeFrontier Runtime Engine - Test License (IPS3042-TST)	1	Included at no additional cost	
IPS2043	Intergraph WebRMS Connect for EdgeFrontier (IPS2043)	1	Included at no additional cost	
IPS2043TST	Intergraph WebRMS Connect for EdgeFrontier - TST (IPS2043TST)	1	Included at no additional cost	
SXMA227	Exchange I/Informer to I/LEADS for I/Informer for WebRMS (SXMA227)	1	Included at no additional cost	
IPS0004WRTST	I/Informer for WebRMS NL - Test License (IPS0004WRTST)	1	Included at no additional cost	
IPS3042RMSCUST-1	WebRMS Mugshot-SMT Import Interface from CTS (IPS3042RMSCUST-1)	1	14,250.00	$14,250.00
			Software Subtotal:	**$84,250.00**

1st Year Software Maintenance for New Products				
Part Number	**Description**	**QTY**	**Unit Price**	**Extended Price**
SXMA220	Exchange I/LEADS Server for WebRMS Server (SXMA220)	1	See Note 1	
SXMA220TST	Exchange I/LEADS Server TST for WebRMS Server - TST (SXMA220TST)	1	See Note 1	
RMS0016LOB	WebRMS Server License - Load Balancing License (RMS0016LOB)	1	0.00	$0.00
SXMA219	Exch I/LEADS RMS Client for WebRMS Concurrent User (SXMA219)	130	See Note 2	
SXMA219TST	Exch I/LEADS RMS Client TST for WebRMS Concurrent User TST (SXMA219TST)	5	See Note 2	
SBND3090L	BIDirect for inPURSUIT WebRMS (includes 20 CC User Licenses) (SBND3090L)	1	5,904.00	$5,904.00
IPS3042	EdgeFrontier Runtime Engine (IPS3042)	1	4,800.00	$4,800.00
IPS3042-TST	EdgeFrontier Runtime Engine - Test License (IPS3042-TST)	1	0.00	$0.00
IPS2043	Intergraph WebRMS Connect for EdgeFrontier (IPS2043)	1	0.00	$0.00
IPS2043TST	Intergraph WebRMS Connect for EdgeFrontier - TST (IPS2043TST)	1	0.00	$0.00
SXMA227	Exchange I/Informer to I/LEADS for I/Informer for WebRMS (SXMA227)	1	0.00	$0.00
IPS0004WRTST	I/Informer for WebRMS NL - Test License (IPS0004WRTST)	1	0.00	$0.00
IPS3042RMSCUST-1	WebRMS Mugshot-SMT Import Interface from CTS (IPS3042RMSCUST-1)	1	2,850.00	$2,850.00
	Business Intelligence software warranty during implementation period	1	4,524.00	$4,524.00
			1st Year Software Maintenance Subtotal:	**$18,078.00**

Implementation Services				
Part Number	**Description**	**QTY**	**Unit Price**	**Extended Price**
	WebRMS Migration Services	1	461,966.00	$461,966.00
	Custom Field Data Conversion	1	32,000.00	$32,000.00
	Interfaces Implementation Services	1	8,125.00	$8,125.00
			Implementation Subtotal:	**$502,091.00**

HEXAGON
SAFETY & INFRASTRUCTURE

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Quote Number:	**Attachment A-9_ Q111615cla_HSVPD_LEADS-WebRMS_Cust**
Rev. #:	
Quote Date:	**November 16, 2015**
Expiration Date:	**December 31, 2015**

Training				
Part Number	**Description**	**QTY**	**Unit Price**	**Extended Price**
IPST3501	WebRMS System Overview & Configuration Training (IPST3501)	1	9,500.00	$9,500.00
IPST3502	WebRMS System IT Administrative Training (IPST3502)	1	7,500.00	$7,500.00
IPST3503	WebRMS Train-the-Trainer Training (IPST3503)	1	11,500.00	$11,500.00
IPST3504	WebRMS Reports & Deployment (IPST3504)	1	7,500.00	$7,500.00
IPST3301	BI Direct for WebRMS - End User Training (IPST3301)	1	11,500.00	$11,500.00
IPST3300	BI Direct for WebRMS - Sys Admin Training (IPST3300)	1	7,500.00	$7,500.00
			Training Subtotal:	**$55,000.00**

Software Total:	**$84,250.00**
Services Total:	**$502,091.00**
Training Total:	**$55,000.00**
Subtotal Before Discount and Maintenance:	**$641,341.00**
One Time System Discount:	**($191,200.00)**
Subtotal Before Maintenance:	**$450,141.00**
1st Year Software Maintenance Total:	**$18,078.00**
Quote Total (Exclusive of Taxes):	**$468,219.00**

1. Customer will be responsible for any difference in maintenance price between I/LEADS Server (IPS0019) licenses and WebRMS Client Server Licenses (RMS0016)
2. Customer will be responsible for any difference in maintenance price between I/LEADS Client (IPS0020) licenses and WebRMS Client Licenses (RMS0017)
3. Hexagon requires remote access to the customers' servers to complete the effort as quoted.
4. Sales tax is not included in this quote. Final sales tax billed will reflect the applicable tax rates at time of sale as required by law.