INTERGRAPH

Intergraph Corporation
Security, Government & Infrastructure
P.O. Box 240000, Huntsville AL 35813
Phone: 256-730-2000
http://publicsafety.intergraph.com

March 5, 2012

City of Corpus Christi, Texas
Mr. Philip Sepaugh
Interim IT Program Coordinator
321 John Sartain Street
Corpus Christi, TX 78401

Subject: LIMS Interface

Dear Mr. Sepaugh:

Per Corpus Christi, Texas' request (hereafter "City"), Security, Government and Infrastructure a Division of Intergraph Corporation (hereafter "Intergraph") is pleased to provide this Quote and below Statement of Work (SOW) to provide an interface to the Laboratory Information System (LIMS).

Statement of Work

Description

Intergraph will create an import of incident attachments and supplemental information. Supplemental information may include a narrative, property items, vehicles, names, or charges. This interface is for evidence and should primarily be sending the narrative, attachments (forensics reports), property items, and vehicles (when they are evidence). Names and charges should already be associated with the incident from the officer's original report or supplemental report.

This import would run on a scheduled basis and monitor a shared directory for .pdf files to be attached to an incident. These files will either be single files named with information identifying the incident they are associated with OR will be an .xml formatted file that contains incident and optional supplemental information along with a tag for the a .pdf file name. In the case of .xml files, a supplement to the identified incident will be created and the referenced pdf file will be attached to the new supplement.

The LIMS vendor (STARLIMS) will not update the I/LEADS database directly. If adding attachments directly to the incident (without a supplement) then no data fields in the incident will be updated. If adding a supplement with or without an associated attachment, then only data fields in the supplement will be updated and only those fields that currently exist in the City I/LEAD system.

Intergraph will create a web service that can be used by the LIMS vendor to create a property voucher and associated property records in I/LEADS. This web service would accept a NEW request from the LIMS system with xml formatted data that would identify the case and voucher information along with records for each piece of property on the voucher. The xml file must contain at least the I/LEADS minimum required data for creating a voucher and property records but could contain any appropriate data for creating a voucher and the associated property records as they exist in the version of I/LEADS installed at Corpus Christi. The web service will return to the LIMS system the property IDs for the requested pieces of property.

Intergraph shall:

1) Provide single point of contact during project
2) Create an import of incident attachments and supplemental information as described above

City shall:

1) Provide single point of contact during project
2) Confirm the installation of interface
3) Provide 24/7 VPN access (with login/password)

Project Deliverables

- Remote configuration and implementation
- I/LEADS Web Service Interface – Property Records
- I/LEADS Import Interface – Incidents and Supplemental information

Assumptions

- All services are remote
- It is assumed that no additional fields will need to be added to I/LEADS to support this interface (with the possible exception of a LIMS ID for each piece of property).
- The LIMS system will send I/LEADS picklist values for any field that uses picklist data entry and that all values sent will conform to I/LEADS data types and sizes

Acceptance Criteria

The interface shall be considered accepted with either written acceptance by the City, or within ten (10) calendar days following installation, whichever comes first.

Schedule

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

Price

Pricing for this quote is in accordance with Intergraph quotation number **CorpusChristi_LIMS Interface_$Q020112lps1$.pdf** which is provided as an attachment.

This purchase is for project implementation services and custom interface software. *Estimated* first year maintenance has been included; actual maintenance will be quoted to City by Intergraph Maintenance Contracts upon shipment based on maintenance renewal date. Intergraph will update the City maintenance contract to reflect the new interfaces upon receipt of this signed document.

Payment and Acceptance Terms

Payment for this SOW will be due upon completion of the payment milestones set forth below. The terms of payment shall be net thirty (30) days from the date of invoice. An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.

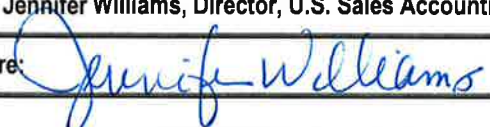| Payment Milestone	Payment Percentage
Upon execution of this SOW.	50%
Upon City's written acceptance that the services have been successfully completed.	50%

Intergraph will submit the invoice(s) to:

City of Corpus Christi, Texas
Mr. Philip Sepaugh
Interim IT Program Coordinator
321 John Sartain Street
Corpus Christi, TX 78401

Please reference Attachment A-4 for Intergraph Remittance Instructions, which are updated and became effective October 1, 2011.

Please indicate your acceptance of this quote by your signature on the following page. If you have any questions or require further information, please contact Scott Pallack at 954.415.7157 or scott.pallack@intergraph.com.

Approval Signatures

By the signatures below, the City accepts the enclosed quote and agrees that the work to be performed is governed by the terms and conditions noted above and in Attachment A-1. Additionally, we agree that signatures by facsimile will be deemed to be an original signature and effective upon receipt by the other party.

Authorized Intergraph Signature:	
Name: Jennifer Williams, Director, U.S. Sales Accounting	
Signature: *Jennifer Williams*	Date: 3-5-12

Authorized City Signature:	
Name:	
Signature:	Date:

City: Please check the appropriate box:

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

☐ A Purchase Order **Will** be issued and shall contain the following statement:

This Purchase Order is issued in accordance with the Terms and Conditions contained in Intergraph's Statement of Work.

This signed document, together with a Purchase Order, will be sent to the following address.

For US Mail Delivery:

Intergraph Corporation
Attn: Doug Hawkins
P.O. Box 240000
Huntsville, AL 35813

For Shipping/Delivery including Overnight Services:

Intergraph Corporation
Attn: Doug Hawkins
19 Interpro Road
Madison, AL 35758

Attachment A-1: Terms & Conditions

Ownership in Data/Computer Software
All computer software related deliverables (data, programs, or program enhancements) prepared under this SOW shall be the property of Intergraph and shall be licensed to the City pursuant to Intergraph's current End User Software License Agreement.

Maintenance
For any new purchases of Intergraph software described in this SOW, the City 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 City under the general terms of the Intergraph maintenance agreement. This maintenance agreement must be in effect and current before any scheduling or related work will occur.

Warranty
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.

Intergraph 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.

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

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

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

Force Majeure

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

Taxes

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

Governing Law

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

Place of Performance

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

Insurance

Intergraph will comply with insurance requirements set forth in Attachment A-2.

Entire Agreement

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

Attachment A-2: Insurance Requirements

INSURANCE REQUIREMENTS

I.   INTERGRAPH'S LIABILITY INSURANCE

A.   Intergraph must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. The Intergraph must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

B.   Intergraph must furnish to the City's Risk Manager two (2) copies of Certificates of Insurance with applicable policy endorsements, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for the General liability policy and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day written notice of cancellation is required on all certificates or by policy endorsement(s)	**Bodily Injury and Property Damage**
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury	$1,000,000 COMBINED SINGLE LIMIT Per occurrence/aggregate
ELECTRONIC PROFESSIONAL LIABILITY including: Coverage provided must cover officers, directors employees and agents 1. ERRORS AND OMMISIONS	$1,000,000 COMBINED SINGLE LIMIT per claim/aggregate

C.   In the event of accidents of any kind related to this agreement, Intergraph must furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of accident.

II.   ADDITIONAL REQUIREMENTS

A.   Contractor's financial integrity is of interest to the City; therefore, subject to Contractors right to maintain reasonable deductibles. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence or claims made basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.

B.   Contractor agrees that with respect to the above required insurance, all will be endorsed to contain the following required provisions:

- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the professional liability policy;

- Provide notice directly to City of any suspension, cancellation, non-renewal or material change in coverage.

C. Within thirty (30) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.

D. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

E. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

F. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

G. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

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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:	Intergraph Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Intergraph Project Number

TYPE OF DELIVERABLE

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

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION $AMOUNT OF PYMT
THIS SECTION DESCRIBES THE DELIVERABLE   (If applicable)

With the deliverable described above complete, the Customer shall have five (5) working days to either sign-off that the deliverable has been met or state in writing to Intergraph the reason the deliverable has not been met.

Sign-off of the delivera ble shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Intergraph 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 five day working 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**

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Attachment A-4: Intergraph Corporation SGI Division Remittance Instructions

Effective October 1, 2011

International U.S. Dollars Wire Transfer from Banks <u>Outside</u> of the United States:

Pay To:

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

Intermediary Bank Information:
SWIFT Code: IRVTUS3N

Bank Name: Bank of New York Mellon, New York, NY

Domestic Wire Transfer from U.S. Banks:

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

EFT Receipts via Automated Clearing House (ACH):

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

Contact: Lockbox Group, Product Client Services

Checks:

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

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

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

INTERGRAPH CONTACT FOR ALL PAYMENT NOTICES:

Cathy.Simpson@intergraph.com

Security, Government, & Infrastructure	Correspondence Only:
19 Interpro Road	PO Box 240000
Madison, AL 35758-0015	Huntsville, AL 35813
Phone: 256.730.2000 www.intergraph.com	
TIN: 63-0573222	

Attachment A-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 Security, Government and Infrastructure division of Intergraph ("Intergraph") 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, and any modified versions, fixes, patches and Updates of the SOFTWARE PRODUCT, if any, licensed to you by Intergraph. Any software, including, without limitation, any modified versions, fixes, patches and/or Updates provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA, which shall take precedence over any other document and shall govern your use of the SOFTWARE PRODUCT, unless you have a signed license agreement with Intergraph that specifically addresses the licensing of the SOFTWARE PRODUCT, in which case the signed license agreement shall take precedence and shall govern your use of the SOFTWARE PRODUCT. You agree that this EULA is enforceable against you the same as any written, negotiated contract signed by you. 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. **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 **"Primary License"** means the license(s) of the SOFTWARE PRODUCT provided to you for general production use as authorized by this EULA.

    1.2 **"READ-ME file"** means a computer text file that contains information a User may need to install or operate a SOFTWARE PRODUCT program.

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

    1.4 **"System"** means any collection of your computers sharing a single licensing server or a set of redundant licensing services.

    1.5 **"Update"** means any Upgrade, modified version, fix, patch and/or update of the SOFTWARE PRODUCT.

    1.6 **"Upgrade"** means each new release of the SOFTWARE PRODUCT. Upgrades require a full installation and may be provided with a separate EULA. The EULA delivered with the Upgrade will supersede any EULA associated with prior releases of the SOFTWARE PRODUCT.

    1.7 **"User"** means you or any individual authorized by you to use the SOFTWARE PRODUCT pursuant to the terms and conditions of this EULA. A User may also include your contractor who requires temporary use of the SOFTWARE PRODUCT to provide services on your behalf.

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

    1.9 **"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. **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 six (6) 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 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 READ-ME file, 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.

2.2.2 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.

2.2.3 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.

(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.

2.3   **Updates**. If the SOFTWARE PRODUCT is an Update to a previous version of the SOFTWARE PRODUCT, you must possess a valid license to such previous version in order to use the Update. The SOFTWARE PRODUCT and any previous version may not be used by or transferred to a third party. All Updates 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, 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; 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.   **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 end of 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.

      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 SOFTWARE PRODUCT intended for use on Web-based systems:

         (a) You may run multiple Web applications with a single license.

         (b) You may distribute client side web page plug-ins (e.g. ActiveX controls, Java applets) to Users.

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

         (d) You may only use the Developer's License for development and testing of your website.

      3.1.4   Unless otherwise stated in the READ-ME file, you may only copy and distribute the Java script source files to support the SOFTWARE PRODUCT's output vector map type and your associated websites, and you may prepare derivative works solely for your internal use.

      3.1.5   Unless otherwise stated in the READ-ME file, 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.

Unless otherwise stated in the READ-ME file, for SOFTWARE PRODUCTS that are delivered with a public Application Programming Interface ("API") and/or configuration set-up, you may use the API and/or configuration set-up to customize and/or configure the SOFTWARE PRODUCT, but only to the extent permitted by the API and/or configuration set-up. You hereby agree to assign to Intergraph (without the need for any additional approval or documentation) any and all rights (if any) you have or obtain in any such customization and/or configuration. Intergraph does not make any representations or warranties with respect to such customization and/or configuration and to the maximum extent permitted by applicable law, Intergraph and its suppliers disclaim all warranties, either express or implied, relating to such customization and/or configuration, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use and non-infringement. Your use of such customization and/or configuration is solely at your own risk, and you hereby agree to indemnify and hold harmless Intergraph and its suppliers with respect to such customization and/or configuration. You shall not sell, rent, license, lease, lend or otherwise transfer any such customization and/or configuration, except pursuant to an intra-company transfer and per the terms and conditions of this EULA.

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.

3.1.7 At 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, 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 desktop software that is Node-Locked:

(a) You may not run the SOFTWARE PRODUCT for Web applications.

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

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

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

3.2.13 You may not, and you may not authorize anyone else to, use the SOFTWARE PRODUCT outside the country in which it is licensed without the prior written consent of Intergraph.

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

3.3 Indemnification by You. You agree to hold harmless and indemnify Intergraph for any causes of action, claims, costs, expenses and/or damages resulting to Intergraph from a breach by you or any User of any of the limitations or prohibited actions set forth in this EULA.

4. TERM. This EULA is effective until terminated or until your software subscription expires without being renewed. You may terminate this EULA at any time by permanently destroying the SOFTWARE PRODUCT together with all copies, modifications and merged portions in any form. Intergraph may also immediately terminate this EULA if you fail to comply with the terms and conditions of this EULA, or if you fail to pay the appropriate license or subscription fee(s). 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).

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

6. INTELLECTUAL PROPERTY

6.1 Ownership

6.1.1 Software. 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.

6.1.2   Intellectual 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.

6.2.1   Remedy 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 or other proprietary rights of a third party, 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. In the event any proceeding (suit, claim, or action) is based (in whole or in part) on modifications, enhancements or additions made by you or any person or entity on your behalf, or your use of the SOFTWARE PRODUCT in combination with other products not furnished by Intergraph, you agree to hold harmless and defend, at your sole cost and expense, all of Intergraph's right, title and interest in and to the SOFTWARE PRODUCT, as well as Intergraph's goodwill and reputation both in good faith and at a standard as if the claim is made against you. You shall reimburse Intergraph any defense expenses inclusive of reasonable attorneys' fees expended by Intergraph in defense of said claim, and pay any judgment rendered against Intergraph. You shall make such defense by counsel of your choosing and Intergraph shall reasonably cooperate with said counsel at your sole cost and expense. You shall have sole control of said defense, but you shall allow Intergraph to reasonably participate in its own defense and you shall reasonably cooperate with Intergraph with respect to the settlement of any claim. Notwithstanding the foregoing, Intergraph may at any time decide to take over any defense of Intergraph at Intergraph's cost and expense and you shall render full cooperation and assistance to transfer such defense to Intergraph and with respect to such defense.

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

9.   LIMITATION OF LIABILITY. YOU ASSUME FULL AND COMPLETE LIABILITY FOR YOUR USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTERGRAPH OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT AND/OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INTERGRAPH BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE DOWNLOADING, VIEWING, USE, DUPLICATION, DISTRIBUTION OR DISCLOSURE OF ANY SAMPLE DATA PROVIDED BY INTERGRAPH, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, LIABILITY OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OR CORRUPTION OF DATA ARISING FROM, OUT OF OR IN CONNECTION WITH, THE SAMPLE DATA OR THE USE OR OTHER DEALINGS

WITH THE SAMPLE DATA. INTERGRAPH'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO INTERGRAPH FOR THE SOFTWARE PRODUCT OR SOFTWARE SUBSCRIPTION AT ISSUE AT THE TIME THE INITIAL EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS EULA MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN INTERGRAPH LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

9.1   In the event the SOFTWARE PRODUCT does not substantially comply with the limited warranties set forth in this EULA, Intergraph's entire liability and your exclusive remedy shall be, in Intergraph's sole and absolute discretion, either (i) the modification, repair or replacement of the SOFTWARE PRODUCT; or (ii) a prorated refund to you of the actual amount you paid Intergraph for the SOFTWARE PRODUCT for the period of time that the SOFTWARE PRODUCT did not substantially conform to the limited warranties set forth in this EULA.

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

10. **RESTRICTIONS.**

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

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

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

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

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

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

10.2.2   To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified

Lists (www.bis.doc.gov/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.

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

12. You agree to hold harmless and indemnify Intergraph for any causes of actions, claims, costs, expenses and/or damages resulting to Intergraph from a breach by you or any User of the export restrictions set forth in this EULA. Any questions regarding export or re-export of the SOFTWARE PRODUCT or concerning ITAR restrictions, if applicable, should be addressed to Intergraph's Export Compliance Department at 170 Graphics Drive, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

You agree to hold harmless and indemnify Intergraph for any causes of actions, claims, costs, expenses and/or damages resulting to Intergraph from a breach by you or any User of the export restrictions set forth in this EULA. Any questions regarding export or re-export of the SOFTWARE PRODUCT or concerning ITAR restrictions, if applicable, should be addressed to Intergraph's Export Compliance Department at 170 Graphics Drive, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

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

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

13. **GENERAL**

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

13.2 Severability. Whenever possible, each provision of this EULA shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this EULA shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this EULA.

13.3 Headings. The various headings in this EULA are inserted for convenience only and shall not affect the meaning or interpretation of this EULA or any section or provision of this EULA.

13.4 No Waiver. Any failure by either party to enforce performance of this EULA shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this EULA.

13.5 Notices. Any notice or other communication ("Notice") required or permitted under this EULA shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this EULA commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Intergraph's address for Notices is Intergraph Corporation, 170 Graphics Drive, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

13.6 Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this EULA without the prior written consent of the other party, except that Intergraph may assign its rights and obligations under this EULA, without your approval, to (i) an entity which acquires all or substantially all of the assets of Intergraph or the Intergraph division providing a product or service subject to this EULA; (ii) an entity which acquires all or substantially all of the product or product line assets subject to this EULA; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Intergraph. Any attempt by you to sublicense, assign or transfer the license or the SOFTWARE PRODUCT, except as expressly provided in this EULA, is void and immediately terminates the license.

13.7 Other Intergraph software products. If you have or use other Intergraph software products, please read this EULA and all other terms and conditions carefully, as there may be differences in the terms and conditions.

13.8 Limited Relationship. The relationship between you and Intergraph is that of independent contractors and neither you nor your agents shall have any authority to bind Intergraph.

13.9 Governing Law; Venue and Jurisdiction. This EULA shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Alabama and shall have been deemed to have been accepted in Madison, Alabama, United States. You and Intergraph agree that any legal action or proceeding arising, directly or indirectly, out of or relating to this EULA shall be instituted in the Circuit Court for Madison County, Alabama, United States or the United States District Court for the Northern District of Alabama, Northeastern Division. You and Intergraph agree to submit to the jurisdiction of and agree that venue is proper in these courts for any such legal action or proceedings. This EULA shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13.10 WAIVER OF JURY TRIAL. INTERGRAPH AND YOU EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL PROCEEDING ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THIS EULA. BOTH INTERGRAPH AND YOU (I) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (II) ACKNOWLEDGE THAT BOTH INTERGRAPH AND YOU HAVE BEEN

INDUCED TO ENTER INTO THIS EULA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS WAIVER OF JURY TRIAL.

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

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

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

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

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

14. ADDITIONAL TERMS FOR SPECIFIC SOFTWARE PRODUCTS.

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

14.2 Beta Software - Additional Terms. If the SOFTWARE PRODUCT you received with this EULA is pre-commercial release or beta software ("Beta Software"), then the following additional terms apply. To the extent that any provision in this section is in conflict with any other terms or conditions in this EULA, this section shall supersede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. You shall hold all information concerning Beta Software and your use and evaluation of such information and the Beta Software (collectively, "Beta Software Information") in confidence and with the same degree of care you use to keep your own similar information confidential, but in no event shall you use less than a reasonable degree of care; and you shall not, without the prior written consent of Intergraph, disclose such Beta Software Information to any person or entity for any reason at any time; *provided, however*, it is understood that you may disclose any Beta Software Information to those of your representatives who actually need such information for the purpose of participating in the proposed evaluation and testing ("Beta Testing") of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of the terms of this EULA. You shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. You agree to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. You acknowledge that the Beta Software is a pre-release, beta version, does not represent final product from Intergraph, and may contain bugs, errors and other problems that could cause system or other failures and data loss. THE BETA SOFTWARE IS PROVIDED TO YOU "AS-IS", AND INTERGRAPH DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO YOU OF ANY KIND. You may use the Beta Software only for evaluation and testing and not for general production use. You acknowledge that Intergraph has not promised or guaranteed to you that Beta Software or any portion thereof will be announced or made available to anyone in the future, Intergraph

has no express or implied obligation to you to announce or introduce the Beta Software and that Intergraph may not introduce a product similar to or compatible with the Beta Software. Accordingly, you acknowledge that any research or development that you perform regarding the Beta Software or any product associated with the Beta Software is done entirely at your own risk. During the term of this EULA, if requested by Intergraph, you will provide feedback to Intergraph regarding Beta Testing, including error or bug reports. Upon receipt of a later unreleased version of Beta Software or release by Intergraph of a publicly released commercial version of the SOFTWARE PRODUCT, you agree to return or permanently destroy all earlier Beta Software received from Intergraph. You agree that you will return or destroy all unreleased versions of the Beta Software within thirty (30) days of the completion of Beta Testing when such date is earlier than the date for Intergraph's first commercial shipment of the publicly released commercial software.

14.3 **Evaluation Software - Additional Terms.** If the SOFTWARE PRODUCT you have received with this EULA is provided specifically for evaluation purposes ("Evaluation Software"), then the following section applies until such time that you purchase a license of the full retail version of the SOFTWARE PRODUCT. To the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section shall supersede such other terms and conditions with respect to the Evaluation Software, but only to the extent necessary to resolve the conflict. You may use the Evaluation Software only for evaluation and testing and not for general production use. You acknowledge that the Evaluation Software may contain limited functionality and/or may function for a limited period of time. Intergraph is licensing the Evaluation Software on an "AS-IS" basis, solely for your evaluation to assist in your purchase decision. If the Evaluation Software is a timeout version, then the program will terminate operation after a designated period of time following installation (the "Time Out Date"). Upon such Time Out Date, the Evaluation Software license will cease operation and you will not be able to use the SOFTWARE PRODUCT, unless you purchase a license for a full retail version of the SOFTWARE PRODUCT. You acknowledge that such Evaluation Software shall cease operation upon the Time Out Date and accordingly, access to any files or output created with such Evaluation Software or any product associated with the Evaluation Software is done entirely at your own risk.

14.4 **Educational Software Product – Additional Terms.** If the SOFTWARE PRODUCT you have received with this EULA is Educational Software Product (where either an education price is paid for the SOFTWARE PRODUCT, or the SOFTWARE PRODUCT is received by virtue of your participation in an Intergraph program designed for educational or research institutions, or is received through an education grant from Intergraph), you are not entitled to use the SOFTWARE PRODUCT unless you qualify in your jurisdiction as an Educational End User. **You may use the Educational Software Product only for educational and research purposes.** Commercial and general production use of Educational Software Products is specifically prohibited. Additional terms and conditions, as well as the definition of an Educational End User, are detailed in Intergraph's Education Policy which is available from Intergraph upon request.

Price Quote for Corpus Christi, TX
Valid through 03/28/2012

Laboratory Information System Interface			US$	US$	US$
Item Description By Functional Use	Purpose	Qty	Unit Price	Total Price	Software Maint.
I/LEADS Import Interface (Incident Attachments and Supplemental Info) (IPSRMSCUST-1)		1	$ 32,500	$ 32,500	$ 6,500
I/LEADS Web Service Interface (Property Records) (IPSRMSCUST-2)		1	$ 37,375	$ 37,375	$ 7,475
RMS Implementation Services		1	$ 11,750	$ 11,750	
Sub-Total Exclusive of Discount, Maintenance & Taxes				$ 81,625	$ 13,975
One Time System Discount	for initial purchase only	1		$ (8,000)	
Grand Total Exclusive of Maintenance, Taxes	Tax Exemption assumed			$ 73,625	$ 13,975

Notes:

1. Estimated first year software maintenance has been included in this quote. Actual maintenance price will be quoted by Intergraph Maintenance Contracts upon shipment based on maintenance renewal date.

2. Intergraph requires remote access to the customers' servers to complete the effort as quoted.

3. Sales tax is not included in this quote. Final sales tax billed will reflect the applicable tax rates at time of sale as required by law.