



## Statement of Work

I/LEADS Upgrade to WebRMS, BI Direct and CAGIS Software and Services, and Custom I/LEADS Fields Data Conversion

# Louisville Metro Police Department

**August 7, 2015**

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## Introduction

Intergraph submits this document to serve as a mutually acceptable Statement of Work ("SOW") between Security, Government and Infrastructure, a Division of Intergraph Corporation ("Intergraph") and Louisville Metro Police Department ("Customer"). This SOW defines the software and services required to upgrade I/LEADS to WebRMS, implement CAGIS and BI Direct for WebRMS, Edge Frontier Developer software and training, and provide custom I/LEADS fields data conversion services.

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:

- Intergraph 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 CAD 9.1.1 SP12, CAD 9.2 or CAD 9.3.
- 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. Intergraph 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 Intergraph 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 (IPS0076).
- The Customer is responsible for the purchase of all applicable database licenses/software. See Attachment 5: Public Safety System Specifications for the minimum specifications required for the database needed for WebRMS and CAGIS.
- 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 Intergraph minimum configurations for hardware. See SOW Attachment 5: 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 SOW Attachment 5: Public Safety System Specifications.
- During system implementation, 24x7 unrestricted VPN access is required for Intergraph developers and implementers who will need to have multiple resources connecting at the same time. This requirement enables rapid development and testing of those interfaces that Intergraph cannot test in-house, resolution of system configuration issues, and troubleshooting capabilities. Intergraph will also require external VPN access while on site to access various Intergraph resource libraries. After system cutover, Intergraph 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 Intergraph Implementation teams must have access to all servers and workstations that are applicable to the WebRMS, BI Direct for WebRMS and CAGIS 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 SOW Attachment 5: Public Safety System Specifications for the minimum operating system specifications required for the Intergraph 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.
- The Customer is responsible for any hardware and third party software necessary for implementing interfaces, beyond that provided by Intergraph per the contract agreement.
- No software product enhancements are included in the scope of this upgrade.
- 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.
- 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.
- This SOW does not include data migration to a new or different database platform.
- System and training documentation provided by Intergraph 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. Intergraph 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 will be quoted when requested by the Customer. State reporting 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.
  - 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 upgrade schedule in Microsoft Project format within 30 days of kick-off meeting completion.
  - Verify the Intergraph product release schedule.
  - Order Intergraph software (if applicable).
  - Resolve any issues that arise during the project implementation by coordinating with appropriate Intergraph 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 Intergraph on-site team.
  - Process Change Orders (if applicable).
  - Verify Customer activities related to this SOW have been completed in timely manner.
  - Verify Customer-provided hardware meets Intergraph specifications.
  - Verify software configuration is ready for live Cutover.
  - Coordinate resolution of any post live Cutover issues with the Customer and Intergraph.
  - Pricing includes up to seven (7) program manager trips including an onsite trip during the upgrade week.
- Software installation and implementation services as described in this SOW.
- Data Conversion Services.
- Transition to live operations services as described in this SOW.
- Training services as described in 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 Server License(s) (IPS0019)  
The Customer's current I/LEADS Server (IPS0019) product will be upgraded to Intergraph's WebRMS Server (RMS0016) application via Intergraph'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.
    - I/LEADS Server Licenses (IPS0019) – Qty 2
    - I/LEADS Test Server License (IPS0019TST) – Qty 2
    - I/LEADS Training Server License (IPS0019TRN) – Qty 1
    - I/LEADS Backup Server License (IPS0019BCK) – Qty 1

- I/LEADS-Records Management Sys - Desktop Client License(s) (IPS0020)  
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 Intergraph'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.
  - I/LEADS-RMS - Desktop Client Licenses (IPS0020) – Qty 415
  - I/LEADS-RMS - Desktop Client Training Licenses (IPS0020TRN) – Qty 25
- Custom I/LEADS Interfaces currently on maintenance will be considered for upgrading.
- I/Informer to I/LEADS (IPS0004A) – Qty 1  
The Customer's current I/Informer to I/LEADS (IPS0004A) license(s) will be upgraded to I/Informer for WebRMS (IPS0004WR) via Intergraph's special program (SXMA227) that facilitates this exchange.
- The following new products are included in this SOW:
  - WebRMS Server License - Load Balancing License (RMS0016LOB) – Qty 1
  - BIDirect for inPURSUIT WebRMS (includes 20 CC User Licenses) (SBND3090L) – Qty 1
  - WebRMS Concurrent User License - Test License (RMS0017TST) – Qty 5
  - inPURSUIT CAGIS Server (RMS0008) – Qty 1
  - inPURSUIT CAGIS Client (RMS0009) – Qty 5
  - 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 - TST (IPS2043TST) – Qty 1
  - EdgeFrontier Developer Engine (IPS3042DEV) – Qty 1
- First year maintenance on new products:
  - Maintenance on new Intergraph software will begin upon production use.
  - Maintenance on BIDirect software 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 Intergraph. Therefore, if your renewal for the Business Intelligence license maintenance is not received by Intergraph 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 Intergraph during any lapse in maintenance coverage for the Business Intelligence products.

## Task 1: Server Software Staging

Intergraph will install and perform initial configuration of the WebRMS, BI Direct, and CAGIS system software on the server hardware designated by the Customer to be used for upgrade activities. The software to be installed and configured is detailed below.

### 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 Intergraph requirements
- Customer specific/enterprise applications installed and configured (remote management, anti-virus, etc.)
- Intergraph 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 Intergraph users account(s)
- VPN credentials and client (if needed) provided to the Intergraph Project Manager
- Not required if Customer is using SecureLink

### Task Description

#### Server Setup Verification

Intergraph resources will remotely connect to the servers and verify they have been set up according to the Intergraph 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 Intergraph and Customer Project Managers. The Intergraph resource assigned to this task will determine if the deviation affects task completion and notify the Intergraph 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

Intergraph resources will remotely install the following software components on the Customer-designated server hardware. The software components to be installed are:



**Apache App Server #1**

- Apache Tomcat – Instance 1 : WebRMS Services
- Apache Tomcat – Instance 2 : Report Server serves up Crystal Reports for Eclipse
- Apache Tomcat – Instance 3 : Interoperability Server
- Apache Tomcat – Instance 4 : Workflow Components
- JVM – Queue
- Job Server
- CAGIS
- Address Server

**Apache App Server #2**

- Apache Tomcat – Instance 1 : WebRMS Services
- Apache Tomcat – Instance 2 : Report Server serves up Crystal Reports for Eclipse
- Apache Tomcat – Instance 3 : Interoperability Server
- Apache Tomcat – Instance 4 : Workflow Components
- JVM – Queue
- Job Server
- CAGIS
- Address Server

**WebRMS Database Server #1 (Databases Configured with High Availability)**

- Database – Oracle with DataGuard or SQL Server with an Active/Passive cluster

**WebRMS Database Server #2 (Databases Configured with High Availability)**

- Database – Oracle with DataGuard or SQL Server with an Active/Passive cluster

**WebRMS BI Direct Application Server**

- BI Direct Application Components
  - INGR Rep Artifacts Direct WebRMS – Comp (IPS21182C)
  - SAP BusOBJ Intl Plat for Direct - 20 CC – Comp (IPS21183C)
  - SAP BusObj Web Intelligence for Direct - 20CC – Comp (IPS21184C)

**WebRMS BI Direct Database Server (Databases Maintained with Replication)**

- Database – Oracle (populated by DataGuard) or SQL Server (populated with SQL Replication)

**WebRMS Interface Server**

- EdgeFrontier Runtime Engine
- Intergraph WebRMS Connect for EdgeFrontier
- Other Interfaces, as needed to complete tasks within this SOW.

### **WebRMS Interface Test Server**

- EdgeFrontier Developer Engine
- Intergraph WebRMS Connect for EdgeFrontier
- Other Interfaces, as needed to complete tasks within this SOW.

### **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

Intergraph 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 Intergraph with a recent full backup of their existing production database.
- Data Conversion Services include COTS I/LEADS and SysGUI Fields and Custom I/LEADS fields limited to thirty-one (31) tables with up to two hundred thirty-five (235) fields.
- 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 production I/LEADS system static tables. Static tables include: code tables, statute tables (UCR2ST equivalent), employee table. The freeze will not be implemented on transactional tables (calls-for-service, incident, court documents, field contacts, weapons inventory, etc.).
  - 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 Intergraph
- Change freeze in place on production I/LEADS system

## Task Description

Intergraph will restore the full I/LEADS database backup provided by the Customer into the Intergraph domain servers. An Intergraph resource will then process the database conversion by initially upgrading the database to I/LEADS version 9.0 (if needed).

Conversion script customization is necessary if custom fields have been added to the I/LEADS database or if fields have been re-purposed. If this customization has been included in the pricing then it will be performed as part of this task.

Intergraph resources will then execute the conversion scripts on the I/LEADS 9.0 database to convert it to the WebRMS format. Intergraph 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. Intergraph will document all data issues that were addressed as part of the upgrade scripts and report those back to the Customer in writing.

It may be necessary for the Customer to provide information to the Intergraph resources in order to fix data issues. If it is not obvious how to fix a data inconsistency or discrepancy, the Intergraph 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 Intergraph 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 Intergraph 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 Intergraph 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
- The Customer has maintained a list of all customizations to the I/LEADS system and is prepared to discuss how those changes might be implemented within WebRMS. This includes anything that is in use on the existing system. Examples of this information would include:
  - System customizations
  - System configurations
  - Reports
  - Interfaces
- 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
- The Customer has provided Intergraph with a copy of all change control documentation

### Task Description

Intergraph 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 Intergraph personnel designed for discussion and demos pertaining to the business process scheduled for that day. The afternoon session will involve time for Intergraph 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, Intergraph 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.

Intergraph 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, Intergraph 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 Intergraph 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 Intergraph resources will work with and train the Customer to configure the WebRMS, and CAGIS applications 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

Intergraph 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 Intergraph 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.

Classes include (Refer to Attachment 4: Training Course Descriptions for descriptions of the courses included in this SOW):

- WebRMS Configuration Training
  - WebRMS System Overview & Configuration Training (IPST3501)
  - Workflow Analysis for WebRMS Consulting
- Address Server Training
  - Mapping Configuration Consulting

### 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, Intergraph resources will upgrade any custom interfaces that have been developed by Intergraph 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 Intergraph, and which were developed in-house or by third parties
  - Although interfaces developed by others or developed by Intergraph 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 Intergraph with the documentation of all interfaces.

### Task Description

For each interface on maintenance deemed feasible for WebRMS, Intergraph 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, Intergraph 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 Intergraph resources will conduct Administrative and Train-the-Trainer training sessions for Customer-designated personnel. Refer to Attachment 4: Training Course Descriptions for descriptions of courses included in this SOW.

### 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 address server and the CAD to WebRMS interface (WebRMS Link) will be operational and turned on. Customer will verify that the address verification is working properly.
- The Calls-for-Service module and table will be populated with CAD data. A skeleton Incident record will be created for each Calls-for-Service record
- The Customer will have, at a minimum, the first iteration of converted data.
- The Customer has installed and configured at least 1 workstation for use by the Intergraph 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, Intergraph resources will conduct several classes covering the administration and maintenance of the WebRMS system. Train-the-Trainer sessions will also be conducted for WebRMS, BI Direct, and CAGIS.

Classes include:

- 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
- *inPURSUIT* Crime Analysis GIS Training (IPST3013C) – 1 Session
- EdgeFrontier Developer Training (EF9001DEVTRN) – 1 Session

## Task Completion Criteria

This task will be complete when Intergraph 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. Intergraph does not perform functional testing of the Customer's upgraded system, but does provide the functional test plan as an aid to the Customer. All testing is the sole responsibility of the Customer. Intergraph resources will review issues filed via Siebel by the Customer as a result of the Customer testing conducted in the Functional Testing task. Intergraph 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 Intergraph 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 Intergraph resource assigned responsibility for issue resolution in the Functional Testing Issue Resolution task.
- The Customer will respond as quickly as possible to inquiries from Intergraph 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 Intergraph product center for review and classification
- Issues that cannot be resolved by the Intergraph 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 Intergraph.

### Task Prerequisites

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

- All prior tasks completed.

## Task Description

Intergraph 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 Intergraph implementation staff prior to beginning the functional tests.

Once Intergraph informs the Customer in writing that the system is ready for functional testing, the Customer will complete this testing within a thirty (30) calendar-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 Intergraph resources will respond as quickly as possible.

During functional testing issue resolution, the Intergraph 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. Intergraph will rely on the Customer to report detailed and accurate information about the problems encountered including but not limited to:

- A complete and accurate description of the problem using Intergraph COTS terminology
- A 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 Intergraph that their testing is complete, and Intergraph 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 Intergraph that the system has passed functional testing and is ready for production use or 30 days after written notice by Intergraph 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 Intergraph lead technical resources, the Intergraph 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 system status and verify it is 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 Intergraph 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, Intergraph 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:

- Intergraph will have two implementation resources on site for the week of Cutover to production use.
- Intergraph 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 Intergraph 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 Intergraph, 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 Intergraph 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, and CAGIS 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, Intergraph resources will provide support for the Customer who has just cut over to WebRMS and CAGIS.

### 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 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.
- 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.

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

Should the trouble discovered be categorized as a defect, the Intergraph resource will file a change request defect (CR-D) with the Intergraph product center. Any CR-D filed by the Intergraph resource becomes the responsibility of the Intergraph 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 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 upgrade shall be considered accepted with either written authorization by the Customer or upon Production use, whichever comes first.

## Schedule

Scheduling of Intergraph services will occur upon receipt of this executed document, and receipt of Customer's purchase order (if applicable). Intergraph 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 Intergraph quote which is provided as an attachment.

*Q081115cla\_Louisville\_WebRMS-Cust DC-EF SDK*

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

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

Louisville Jefferson County Metro Government  
Attn: Robin Oates  
Administrative Bureau  
633 W. Jefferson Street  
Louisville, KY 40202

Refer to SOW Attachment 1: Intergraph Remittance Instructions.

## Terms of Payment

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

PAYMENT MILESTONE	PAYMENT PERCENTAGE
Upon completion of the Kick off meeting	10%
Upon acceptance of the project plan	10%
Upon completion of System Overview and Configuration Training (IPST3501)	20%
Upon completion of first COTS Data conversion run	20%
Upon completion of pre-cutover training classes	10%
Upon acceptance as defined in the Acceptance Criteria	30%


Payment is due 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.

## Approval Signatures

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

This SOW may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

This document is approved by:

AUTHORIZED INTERGRAPH SIGNATURE		
Name:	<del>Jennifer Williams</del> RICHARD MORRIS Director, U.S. Sales Accounting SENIOR DIVISIONAL COUNSEL Security, Government & Infrastructure Division	
Signature:		Date: 9/4/15

AUTHORIZED CUSTOMER SIGNATURE		
Name:		
Signature:		Date:

AUTHORIZED CUSTOMER SIGNATURE		
Name:		
Signature:		Date:

AUTHORIZED CUSTOMER SIGNATURE		
Name:		
Signature:		Date:

To place an order against this SOW, please have an authorized representative of your company sign this SOW, have your company issue a purchase order with the required information below and reference this SOW, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this SOW. Please submit the signed SOW, your purchase order, or payment to the Intergraph Order Administration desk in accordance with the contact information provided below. This agreement shall only become binding and effective upon the written acceptance by Intergraph 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 Intergraph.

Attn: SG&I Order Administration

Intergraph Corporation

P. O. Box 240000

Huntsville, AL 35813

Phone: (256) 730-2705

Fax Numbers: 800-239-2972 or 256-730-6089

Email: [sgiordersall@intergraph.com](mailto:sgiordersall@intergraph.com)

## Attachment 1: Intergraph Remittance Instructions

Please check to indicate payment and billing instructions:

My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Intergraph. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_

I wish to pay by CREDIT CARD. Intergraph will contact you to obtain the credit card number. Please provide the name and telephone number of the credit card holder below. (Your order will be processed upon written acceptance by Intergraph and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: \_\_\_\_\_

Telephone number of Cardholder: \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

INVOICE ME based on my returning this signed acceptance sheet. (Your order will be processed upon written acceptance by Intergraph and upon credit approval.)

My CHECK payable to Intergraph Corporation has been sent to the following address

Intergraph Corporation  
7104 Solution Center  
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Intergraph and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: \_\_\_\_\_ Check Amount: \_\_\_\_\_

My DOMESTIC WIRE PAYMENT has been wired to:

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 #00007583

My ACH PAYMENT has been sent to:

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

(Your order will be processed upon written acceptance by Intergraph.)

**INTERGRAPH CONTACT FOR ALL PAYMENT NOTICES:**

[Cathy.Simpson@intergraph.com](mailto:Cathy.Simpson@intergraph.com)

Security, Government, & Infrastructure

305 Intergraph Way

Madison, AL 35758-0015

Phone: 256.730.2000

TIN: 63-0573222

Correspondence Only:

PO Box 240000

Huntsville, AL 35813

[www.intergraph.com](http://www.intergraph.com)

## Attachment 2: Intergraph Terms and Conditions

**Indemnity:** Intergraph agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all third party claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from Intergraph's negligent acts or omissions (or Intergraph's subcontractors if any) provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**Insurance:** Prior to award of contract and commencing work, Intergraph shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. Intergraph shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. Intergraph shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Intergraph's indemnification requirements, it is agreed that Intergraph shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Intergraph to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

**A. The following clause shall be added to the Intergraph's (and approved subcontractors) Commercial General Liability Policies:**

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, noncontributory, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

**2. Professional Liability Coverage and Cyber liability if not contained within the Professional liability policy:** With a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act, as well as a **\$2,000,000 aggregate** preferred. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

**3. WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.**

#### ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

#### MISCELLANEOUS

A. Intergraph shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government  
Purchasing Division  
611 West Jefferson Street  
Louisville, KY 40202

C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202



- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE:** Intergraph shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Intergraph shall notify Metro's Risk Management Division within two (2) business days. If Intergraph fails to notify Metro as required by this Agreement, Intergraph agrees that such failure shall be a breach of this Agreement. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.
- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Intergraph hereunder.

### Ownership in Data/Computer Software

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

### Maintenance

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

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

### Warranty

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 CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE PRODUCT, EVEN IF INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INTERGRAPH'S

TOTAL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS SOW FROM ANY CAUSE SHALL NOT EXCEED THE ONE AND A HALF (1.5X) THE VALUE OF THIS SOW. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW,

NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS SOW MAY BE BROUGHT BY YOU MORE THAN THREE (3) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

### Infringement

In the event of any proceeding against the Customer arising from allegations that the deliverables or services furnished by Intergraph infringes U.S. patent, copyright, trade secret, or other proprietary right of any third party, Intergraph will, if such allegation is not a result from modifications made by the Customer, defend or settle such proceeding, at Intergraph's expense, provided the Customer promptly notifies Intergraph in writing and grants Intergraph full authority to defend and settle such proceeding. Intergraph shall make such defense by counsel of its own choosing and the Customer 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 Customer agrees to pay Intergraph any applicable Taxes or provide Intergraph documentary evidence of an appropriate statutory exemption.

### Governing Law

This SOW shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

### Place of Performance

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

### 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.

### Records Audit

Intergraph shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Intergraph's costs which are chargeable to the Customer under this Agreement; and the Customer shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Intergraph shall include (without limitation): (a) payroll records accounting for total time distribution of Intergraph's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Intergraph's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

### **Conflicts of Interest**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

### **Compliance with Kentucky Laws**

Intergraph shall reveal any final determination of a violation by Intergraph or one of its subcontractors within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and

342 that apply to Intergraph or one of its subcontractors. Intergraph shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to Intergraph or one of its subcontractors for the duration of the contract.

### **REQUIRED FEDERAL TERMS**

Per 28 CFR 66.36:

1. Contractor agrees to provide the Purchaser, the United States Department of Justice Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Justice Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
5. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. Clean Water –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Justice and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Justice.
7. Clean Air –

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Justice and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.
8. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
  9. The Contractor agrees that the reporting requirements contained in 44 CFR 13.40 and 13.41 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
  10. This contract is a covered transaction for purposes of 2 CFR Parts 180 and 901. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180, Subpart I, Section 995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, proposal or contract, the bidder, proposer or contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by The United States Department of Justice. If it is later determined that the bidder, proposer or contractor knowingly rendered an erroneous certification, in addition to remedies available to the United States Department of Justice, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder, proposer or contractor agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder, proposer or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- a. Each bidder, proposer or contractor must provide a list of all subcontractors and include each subcontractor's federal ID Number in the bidder's bid response. Bidder, proposer or contractor shall not employ any subcontractor without receiving the approval of the Metro Government.
11. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)-- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
  12. This material is based upon work supported by the Environmental Protection Agency under Award Number 2010-DJ-BX-0409.
  13. *Disclaimer*: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or

responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

#### 14. TITLE VI

The Metro Government and Bidder shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.

15. Bidder shall comply with the uniform administrative requirements contained in 2 CFR 200.

16. ALL FEDERAL: Contractor's DUNS Number 05-515-7903

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>

#### **Expenses**

The Customer shall not reimburse Intergraph any out of pocket expenses under this Contract.

#### **Termination**

- **By Customer for Cause.** If Intergraph materially or persistently fails in the performance of any at its duties or obligations under this the Contract, which default is not substantially cured within thirty (30) days after written notice is given specifying the default, then Intergraph shall be in default. Customer shall provide written notice of the default to Intergraph and terminate this Contract on the date specified in the Notice of Termination. Causes for default include, without limitation, Intergraph's persistent or material failure to perform the Services in accordance with the Contract.
- **Due to Change in Circumstances.** The parties may terminate the Contract upon providing thirty (30) days written notice of intent to terminate, provided however, there has been a substantial change of circumstances since the execution of the Contract, or as otherwise provided by law.
- **By the Intergraph for Cause.** If Customer materially or persistently fails in the performance of any at its duties or obligations under this the Contract, which default is not substantially cured within thirty (30) days after written notice is given specifying the default, then the Customer shall be in default. Intergraph shall provide written notice of the default to Customer and terminate this Contract on the date specified in

the Notice of Termination. Causes for default include, without limitation, the Customer's persistent or material failure to perform its duties under this Contract.

### **Non-Appropriation**

In the event that, during the term of this Agreement, the Customer's Metro Council fails to appropriate funds for the payment of the Customer's obligations under this Agreement, the Customer's rights and obligations herein shall terminate on the last day for which an appropriation has been made.

### **Authority**

Intergraph, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

### **Severability**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

### **Waiver**

A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

### **Force Majeure**

Neither party shall be deemed to be in default of any provision of this Contract 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.


### **Assignability**

Neither party shall assign or transfer this Contract nor any rights or obligations thereunder without the express written consent of the other party. Such written consent shall not be unreasonably withheld.

### **Reporting of Income**

The compensation payable under this Contract is subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Customer to report all amounts in excess of \$600.00 paid to non-corporate contractors. Intergraph agrees to furnish the Customer with its taxpayer identification number (TIN) prior to the effective date of this Contract. Intergraph further agrees to provide such other information to the Customer as may be required by the IRS or the State Department of Revenue.

## Attachment 3: Project Deliverable Sign Off Form



### 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    
  Other

**DELIVERABLE INFORMATION**

<p><b>DELIVERABLE DESCRIPTION</b> THIS SECTION DESCRIBES THE DELIVERABLE</p>	<p><b>\$AMOUNT OF PYMT</b> (If applicable)</p>
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With the deliverable described above complete, the Customer shall have five (5) working days after receipt of a written request from Intergraph, 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 deliverable 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**



## Attachment 4: Training Course Descriptions

Intergraph 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. Intergraph 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. Intergraph 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.
- The Customer will provide internal training to users that are unable to attend the Intergraph- provided training.

The following training courses will be provided by Intergraph under this SOW:

- WebRMS System Overview & Configuration Training (IPST3501)
- 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
- inPURSUIT Crime Analysis GIS Training (IPST3013C) – 1 Session
- EdgeFrontier Developer Training (EF9001DEVTRN) – 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	Code Table Management
Review of all modules Available to the Agency	Working in Customization Mode
Global Features	Code Maintenance
Linking Records	Code Operations
Creating and Editing Records	Code Expirations
Searching for Data (Standard and Advanced Searches)	Password Maintenance
Search Features	UI Customization
Narratives	Customizing the Screens/Modules
Attachments	Panels
Alerts on Records	Required and Hidden Fields
Understanding the Master Indices (Master Name, Vehicle and Location)	Page Controls
Security – Groups, Users and Roles	Label and Fields
Combining Master Index Records	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

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

<ul style="list-style-type: none"> <li>WebRMS Security               <ul style="list-style-type: none"> <li>Groups</li> <li>Users</li> <li>Roles</li> </ul> </li> <li>Individual Record Security Privileges</li> <li>Editing Records               <ul style="list-style-type: none"> <li>Linking and Unlinking Records</li> </ul> </li> <li>Creating a New Agency</li> <li>User Interface Customization               <ul style="list-style-type: none"> <li>Customization Mode: User Interface</li> <li>Setting Required Fields</li> <li>Turning off Default Required Fields</li> <li>Restoring Default Required Fields</li> <li>Creating Custom Screens and Fields</li> </ul> </li> <li>Code Maintenance               <ul style="list-style-type: none"> <li>Customization Mode: Customization Maintenance</li> <li>Code Maintenance: Alert Reason</li> <li>Code Maintenance: Attachment Type</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>WebRMS Code configuration</li> <li>Address Service Configuration</li> <li>Auto ID Configuration</li> <li>Additional Configurations</li> <li>Sealing and Expunging               <ul style="list-style-type: none"> <li>Initial Configuration</li> <li>Maintenance</li> </ul> </li> <li>Case Management Alerts</li> <li>Workflow Administration               <ul style="list-style-type: none"> <li>Workflow Searching</li> <li>Add or Edit a Work Flow Process</li> <li>Creating a Process Definition</li> </ul> </li> <li>Message of the Day/Bulletins</li> <li>View/Review Audit Trail</li> <li>Evidence Configuration               <ul style="list-style-type: none"> <li>Storage Location Configuration</li> <li>Case Review Date Configuration</li> <li>Barcode Configuration</li> <li>Category Configurations</li> </ul> </li> </ul>
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### 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

<b>METHOD</b>	Conducted on site by Intergraph Personnel
<b>TASK CLASSIFICATIONS</b>	IT WebRMS/FBR System Administrators
<b>PROJECT PHASE</b>	After hardware has been installed, COTS WebRMS application has been installed, and WebRMS System Overview and Configuration Training
<b>DURATION</b>	2 days
<b>STUDENT CAPACITY</b>	6, with a maximum of one student per workstation
<b>RESTRICTIONS</b>	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	Data Linking
Understanding WebRMS Tabs: Home, Reports, Search, Master Indices, Investigations, Court, Jail Management, Traffic, Evidence Management, Department, Other Info	Configuring Alerts
Understanding the Master Indices (Master Name, Master Vehicle, Master Location)	Exporting Search Results
Review of WebRMS Modules	Setting Alerts
Creating New Module Records	Understanding Workflow
Employee Module	Claiming a Task
External Training/Education	Using Workflow: Example Scenario
Training of Agency defined Modules (Any and All WebRMS Modules)	Workflow Diagrams
Operational Modules	Combining Master Index Records
Administrative Modules	Reports Training (Canned and Report Server Reports)
Record Properties Menu	
Records Linked Menu	

### 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

<b>METHOD</b>	Conducted on site by Intergraph Personnel
<b>TASK CLASSIFICATIONS</b>	Agency Trainers or End Users
<b>PROJECT PHASE</b>	Training
<b>DURATION</b>	4 days
<b>STUDENT CAPACITY</b>	12, with a maximum of one student per workstation
<b>RESTRICTIONS</b>	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 and understanding of Eclipse software and plugins
- Have a general understanding of SQL and relational database design
- Have knowledge of Windows Operating Systems Administration

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

<b>METHOD</b>	Conducted on site or at an Intergraph Certified Training Facility by Intergraph Personnel
<b>TASK CLASSIFICATIONS</b>	System Administrators, Database Administrators and other Personnel responsible for administering and maintaining the Business Intelligence Direct system
<b>PROJECT PHASE</b>	When BI Direct is setup and when sufficient WebRMS data is available for obtaining good sample reports
<b>DURATION</b>	2 days
<b>STUDENT CAPACITY</b>	6, with a maximum of one student per workstation
<b>RESTRICTIONS</b>	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

<b>METHOD</b>	Conducted on site or at an Intergraph Certified Training Facility by Intergraph Personnel
<b>TASK CLASSIFICATIONS</b>	Business Intelligence operators or Personnel responsible for reporting and analysis, Trainers
<b>PROJECT PHASE</b>	When sufficient WebRMS data is available for obtaining good sample reports
<b>DURATION</b>	4 days
<b>STUDENT CAPACITY</b>	6, with a maximum of one student per workstation
<b>RESTRICTIONS</b>	USA only

## INPURSUIT CRIME ANALYSIS GIS TRAINING (IPST3013C)

*inPURSUIT* Crime Analysis Geographic Information System (CAGIS) is a powerful tool to help Agency departments identify and visualize crime patterns within a jurisdiction or across boundaries and to analyze overall crime trends. The course is designed to teach students to display incident data via the *inPURSUIT* Crime Analysis tool, to define and zoom in on specific crime hot spots, to build a comprehensive picture of crime trends, to develop custom queries, and to generate and analyze Trend Analysis reports.

### MAJOR TOPICS

- CAGIS Client Installation and Administrative Functions
- Managing the CAGIS System Administrator tool for Agency-specific Crime Codes and GIS Updates
- Understanding GIS Layers
- Generating Crime Maps with queries
  - Incident Queries
  - Calls for Service Queries
  - Time and Date Queries
  - Person and Vehicle Queries
  - MO Queries
- Utilizing GIS Data for Crime Analysis and Reporting
- Mapper/Analysis Functions
- Navigating the CAGIS Map Viewer
  - Features
  - Legends
  - Pop-ups
  - Generating Reports

### PREREQUISITES

- Knowledge of the RMS
- Knowledge of Shape Files and Layers

<b>METHOD</b>	Conducted on site by Intergraph Personnel
<b>TASK CLASSIFICATIONS</b>	Agency Trainers or End Users
<b>PROJECT PHASE</b>	After hardware has been installed and COTS CAGIS application has been installed and when sufficient RMS data is available for obtaining good sample reports
<b>DURATION</b>	2 days
<b>STUDENT CAPACITY</b>	12, with a maximum of one student per workstation
<b>RESTRICTIONS</b>	USA only



## Attachment 5: Public Safety System Specifications

This document provides the specifications for hardware and software required to support the Intergraph I/CAD System, Intergraph inPURSUIT System, 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](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<sup>2</sup>

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 <sup>1</sup>
Disk – Database and Logs	(6-10) – 15K RPM disks RAID 10 <sup>1</sup>
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

<sup>1</sup> 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.

<sup>2</sup> 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

## WebRMS / FBR Application Servers Small Configuration

ITEM	SPECIFICATION
Processors	8 cores
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 R630 or HP DL360

<sup>1</sup> 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 <sup>1</sup>
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 R630 or HP DL360

<sup>1</sup> 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, NOT including BI, configured as 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<sup>1</sup>

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 R630 or HP DL360

<sup>1</sup> 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 R630 or HP DL360

### WebRMS Standalone BI Direct Server

ITEM	SPECIFICATION
Processors	6 cores
Memory	64GB
Internal Disk Qty: (2) RAID1 15K RPM SAS for OS and log files	(2) - 15K RPM disks RAID1 <sup>1</sup>
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell R630 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 Computer / 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 page](http://support.intergraph.com/) at <http://support.intergraph.com/>

The first time you select this link, it displays the Intergraph Support page, and you need to select **Security, Government & Infrastructure Division** to display the SG&I Support page. When you select this link the next time, it will go directly to the SG&I Support page. If you later want to change the division, click [**Change Support Division**] at the bottom of the left panel on the Support page.

2. Under **Product Support**, select I/Dispatcher from the **Products** drop-down list; then click **Go**.
3. On the **Customer Log In** page, enter your user ID and password; then click **Log In**. If you do not have a user login, click the link to request one.

On the **I/Dispatcher** page, scroll down to the **Product Versions** table and click the download icon for the **Supported Environments**.



## Attachment 6: 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 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. 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 Intergraph and you have agreed to a signed license agreement with Intergraph that specifically addresses the licensing of the applicable SOFTWARE PRODUCT(s) for a discrete transaction, 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.

**1.0 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 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

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**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, 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.
- (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.** To the extent provided by law, You agree to hold harmless and indemnify Intergraph for any causes of action, claims, costs, expenses and/or damages resulting to Intergraph from negligent actions by you or your employees acting within their scope of employment causing a breach of any of the limitations or prohibited actions set forth in this EULA.

**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.

**6.0 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. 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](http://www.intergraph.com/patents).

**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, 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 your employees acting within the scope of employment, or your use or your employees acting within the scope of employment of the SOFTWARE PRODUCT in combination with other products not furnished by Intergraph, To the extent provided by law, you agree to hold harmless and 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.

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

~~8.0~~

## 9.0 LIMITED WARRANTIES.

**9.1** 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.

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

**9.3** 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.

**10.0 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.

**11.0 LIMITATION OF LIABILITY.** INTERGRAPH'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS EULA FROM ANY CAUSE SHALL NOT EXCEED THE ONE AND A HALF (1.5X) THE VALUE OF THIS SOW. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS SOW MAY BE BROUGHT BY YOU MORE THAN THREE (3) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

**12.0** 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.

**12.1** 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) termination of this EULA and 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. All replacements, Updates, and/or Upgrades made during the original warranty period will be warranted only for the remainder of the original warranty period. So long as Intergraph performs any one of the remedies set forth above, this limited remedy shall not be deemed to have failed of its essential purpose.

**12.2** 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.

### **13.0 RESTRICTIONS.**

**13.1 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.

**13.1.1 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).

**13.1.2 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).

**13.1.3 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.

**13.1.4 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.

**13.2 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:

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

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

**13.2.3** 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.

**13.2.4** 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.

To the extent provided by law, 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 your employees acting within the scope of employment 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](mailto:exportcompliance@intergraph.com).

**13.3 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.

**13.4 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, subject however to the requirements of the Kentucky Open Records Act, KRS 61.870 *et. seq.*, 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.

#### 14.0 GENERAL.

**14.1 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.

**14.2 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.

**14.3 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.

**14.4 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.

**14.5 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.

**14.6 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.

**14.7 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.

**14.8 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.

**Governing Law; Venue and Jurisdiction.** This EULA shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law. 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.

**14.9 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.

**14.10 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.

**14.11 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.

**14.12 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.

**14.13 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. 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.

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. **Euclidean technology.** This section only applies if the SOFTWARE PRODUCT are APOLLO, ERDAS IMAGINE, Geospatial Portal or GeoMedia WebMap. These SOFTWARE PRODUCTS have Euclidean technology embedded within the final products and the intellectual property rights of such third-party technology remain with Euclidean. By installing and using these SOFTWARE PRODUCTS, you agree that you will not modify, reverse engineer, disassemble or decompile any Euclidean 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 unless such disclosure is required by the Kentucky Open Records Act, KRS 61.870 *et. seq.*; *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 . <http://www.codeproject.com/info/cpol10.aspx>. 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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## Security, Government & Infrastructure (SG&I)

### ADDENDUM to the End User License Agreement for SAP Business Objects Software

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This Addendum (“Addendum”) to the End-User License Agreement for Intergraph Corporation (“EULA”) is applicable to you in the event that you have obtained certain offerings that are part of the Intergraph Corporation (“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 Software may be referred to as the “Bundled Products.” The Intergraph End User License Agreement (“Intergraph EULA”) shall govern the OEM Products. This Addendum addresses license rights specific to the Software.

You shall have a non-exclusive and perpetual license to use the SAP Software included in Bundled Products subject to the terms and conditions of this Addendum, the SAP Software General Terms and Conditions current as of the effective date of the license for Software licensed you, a copy of which may be found at: <http://global.sap.com/corporate-en/our-company/agreements/north-america/index.epx> (please select “SAP Software Agreements” => “SAP Software General Terms and Conditions”), and the Software Use Rights Schedule (“Software Use Rights”), current as of the effective date of the license for Software licensed you and which is made available at <http://global.sap.com/corporate-en/our-company/agreements/north-america/index.epx> (please select “Software Use Rights Agreements” => “SAP Software Use Rights English”). The Bundled Products, including the SAP Software, must be physically installed at your premises.

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

You shall deploy all Unrestricted Data Licenses of SAP Software in a separate installation from any Restricted Licenses, and Restricted Licenses may not be combined or used with Unrestricted Data Licenses. “Restricted License” means you may use each licensed copy of the Software only in conjunction with the Intergraph application with which it was provided. Accessing data that is not specifically created or necessary to enable the functionalities of the Intergraph application is in violation of the Restricted License. If the Intergraph application requires the use of a data mart or data warehouse, the Intergraph application may be used with the data mart or data warehouse only to access data created or necessary to enable the functionalities of the Intergraph application. “Unrestricted Data Licenses” means the Bundled Products licensed by Intergraph to you are permitted to use the Bundled Products to access data from the OEM Products and/or other external third party data sources.

You agree to enable SAP or Intergraph to perform audits with regards to the usage of the Software.



Customer:	Louisville Police Department
Quote Number:	Q081115cla_Louisville_WebRMS-Cust DC-EF SDK
Rev. #:	
Quote Date:	August 6, 2015
Expiration Date:	December 31, 2015

## WebRMS, Custom Field Data Conversion and Edge Frontier Developer

Software				
Part Number	Description	QTY	Unit Price	Extended Price
SXMA220	Exchange I/LEADS Server for WebRMS Server (SXMA220)	2	26,000.00	\$52,000.00
SXMA220BCK	Exchange I/LEADS Server BCK for WebRMS Server - BCK (SXMA220BCK)	1	Included at no additional cost	
SXMA220TST	Exchange I/LEADS Server TST for WebRMS Server - TST (SXMA220TST)	2	Included at no additional cost	
SXMA220TRN	Exchange I/LEADS Server TRN for WebRMS Server - TRN (SXMA220TRN)	1	13,000.00	\$13,000.00
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)	415	Included at no additional cost	
RMS0017TST	WebRMS Concurrent User License - Test License (RMS0017TST)	5	Included at no additional cost	
SXMA219TRN	Exch I/LEADS RMS Client TRN for WebRMS Concurrent User TRN (SXMA219TRN)	25	Included at no additional cost	
SBND3090L	BIDirect for inPURSUIT WebRMS (includes 20 CC User Licenses) (SBND3090L)	1	24,000.00	\$24,000.00
RMS0008	inPURSUIT CAGIS Server (RMS0008)	1	30,000.00	\$30,000.00
RMS0009	inPURSUIT CAGIS Client (RMS0009)	5	1,500.00	\$7,500.00
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	
IPS3042DEV	EdgeFrontier Developer Engine (IPS3042DEV)	1	15,000.00	\$15,000.00
			<b>Software Subtotal:</b>	<b>\$161,500.00</b>

1st Year Software Maintenance				
Part Number	Description	QTY	Unit Price	Extended Price
SXMA220	Exchange I/LEADS Server for WebRMS Server (SXMA220)	2	See Note 1	
SXMA220BCK	Exchange I/LEADS Server BCK for WebRMS Server - BCK (SXMA220BCK)	1	0.00	\$0.00
SXMA220TST	Exchange I/LEADS Server TST for WebRMS Server - TST (SXMA220TST)	2	0.00	\$0.00
SXMA220TRN	Exchange I/LEADS Server TRN for WebRMS Server - TRN (SXMA220TRN)	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)	415	See Note 2	
RMS0017TST	WebRMS Concurrent User License - Test License (RMS0017TST)	5	0.00	\$0.00
SXMA219TRN	Exch I/LEADS RMS Client TRN for WebRMS Concurrent User TRN (SXMA219TRN)	25	See Note 2	
SBND3090L	BIDirect for inPURSUIT WebRMS (includes 20 CC User Licenses) (SBND3090L)	1	5,904.00	\$5,904.00
RMS0008	inPURSUIT CAGIS Server (RMS0008)	1	7,212.00	\$7,212.00
RMS0009	inPURSUIT CAGIS Client (RMS0009)	5	360.00	\$1,800.00
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
IPS3042DEV	EdgeFrontier Developer Engine (IPS3042DEV)	1	3,600.00	\$3,600.00
			<b>1st Year Software Maintenance Subtotal:</b>	<b>\$23,316.00</b>

Implementation Services				
Part Number	Description	QTY	Unit Price	Extended Price
	WebRMS Implementation Services	1	471,821.00	\$471,821.00
	Custom Field Data Conversion	1	95,063.00	\$95,063.00
			<b>Implementation Subtotal:</b>	<b>\$566,884.00</b>



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
IPST3013C	InPURSUIT Crime Analysis GIS Training (IPST3013C)	1	7,500.00	\$7,500.00
EF9001DEVTRN	EdgeFrontier Developer Training (EF9001DEVTRN)	1	16,200.00	\$16,200.00
<b>Training Subtotal:</b>				<b>\$78,700.00</b>

<b>Software Total:</b>	<b>\$161,500.00</b>
<b>Services Total:</b>	<b>\$566,884.00</b>
<b>Training Total:</b>	<b>\$78,700.00</b>
<b>Subtotal Before Discount and Maintenance:</b>	<b>\$807,084.00</b>
<b>One Time System Discount:</b>	<b>(\$205,537.00)</b>
<b>Subtotal Before Maintenance:</b>	<b>\$601,547.00</b>
<b>1st Year Software Maintenance Total:</b>	<b>\$23,316.00</b>
<b>Quote Total (Exclusive of Taxes):</b>	<b>\$624,863.00</b>

- Customer will be responsible for any difference in maintenance price between I/LEADS Server (IPS0019) licenses and WebRMS Client Server Licenses (RMS0016)
- Customer will be responsible for any difference in maintenance price between I/LEADS Client (IPS0020) licenses and WebRMS FBR Client Licenses (RMS0017)
- Intergraph requires remote access to the customers' servers to complete the effort as quoted.
- 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.