

# Statement of Work



**Security, Government and Infrastructure, a Division of Intergraph Corporation**

Marin County Sheriff's Office  
San Rafael, CA

Intergraph Corporation  
Statement of Work  
For An  
Integrated Computer Aided Dispatch Solution  
06 17 2014

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## **STATEMENT OF WORK INTRODUCTION**

Intergraph has contracted with the Marin County Sheriff's Office ("MCSO"), located in San Rafael, California to provide the products and services identified in the Project Deliverables (Pricing) in Exhibit B of the system implementation agreement between Intergraph and MCSO (the "Agreement") and which are necessary to implement an integrated computer aided dispatch (CAD) system for MCSO.

The term "System," refers to the proposed computer system that Intergraph will provide MCSO, and includes all hardware, system software, application software, interfaces, ancillary systems and services listed in Exhibit B of the Agreement. The System is comprised of the following components:

1. Intergraph Computer Aided Dispatch (CAD), Mobile for Public Safety (MPS) Subsystem, and Mobile Responder, collectively referred to herein as CAD/MPS

The software provided by Intergraph for the System will be the latest certified version available at the time of initial software installation, and will be the major product version used for production operations cutover. 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 MCSO and Intergraph to be required to meet system requirements, that point release version may be installed and implemented.

The Statement of Work herein guides the primary activities and responsibilities for the implementation of the System. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party and identifies the criteria by which a task will be considered complete. The Statement of Work herein is tailored to accommodate MCSO's specific requirements.

The Statement of Work includes the following Attachments:

Attachment A - Customer Support Center

Attachment B - Project Deliverable Sign-off Form

Attachment C - Configuration Diagram

Attachment D - Interface Specification Document

Attachment E - Training Curriculum

Attachment F - Product Systems Specifications

Attachment G - Acceptance Test Plan Overview

The remainder of this section details System Level Project Assumptions that bear on the project cost, schedule and scope, Project Team Composition, and Project Management Responsibilities.

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## ***PROJECT ASSUMPTIONS***

The following list includes Intergraph's assumptions about the Pricing Detail and Deliverables Summary in Exhibit B of the Agreement. Changes in any of the assumptions will affect the scope, schedule, and/or cost of the project.

- CAD will be implemented in a SQL environment.
- All "end-user" training will follow a Train-the-Trainer model unless otherwise specified in the Training Curriculum Attachment.
- Training will take place during normal business hours, which is typically from 8:00 am - 5:00 pm, and will not exceed eight (8) hours per 24-hour period.
- Training will be provided per the curriculum described in Attachment E.
- MCSO is responsible for the WAN/LAN.
- MCSO will have a trained Network administrator available during hardware installation.
- MCSO is responsible for the wireless infrastructure.
- MCSO's wireless infrastructure is the same for all agencies and meets minimum bandwidth requirements as stated in Attachment F – Product Systems Specifications
- MCSO will provide safe, locked and limited access to equipment room, including adequate security to prevent theft of computer equipment, tools, test sets and employees' personal effects
- MCSO is responsible for the purchase, installation and testing of the client/mobile hardware.
- All server hardware will conform to Attachment F – Product Systems Specifications.
- MCSO is responsible for the purchase, installation and testing of all physical hardware.
- Intergraph and MCSO will be responsible for testing the final system configuration as documented in the Configuration Diagram as per Attachment C.
- The operation and availability of the external systems or third party software is the responsibility of MCSO and necessary for the success of project.
- Intergraph will install MPS client software on five (5) mobile devices and Mobile Responder on five (5) Mobile Responder compliant devices. Intergraph will train MCSO's System Administrator on how to install the client applications on the remaining MPS and Mobile Responder clients, per the license purchased for each.
- MCSO is responsible for any hardware and third party software necessary for implementing the System, beyond that provided by Intergraph per the contract agreement.
- MCSO is responsible for maintaining in good working order the third party systems that it operates and that interface with Intergraph software as part of this project.

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## ***MCSO PROJECT TEAM STRUCTURE***

MCSO is responsible for providing resources to staff the Core Project Teams required for a successful System implementation. The Core Project Team's Roles and Responsibilities are described in the following sections.

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## **Core Team Roles and Responsibilities:**

Core Project Teams must consist of designated agency personnel with the various skill sets, knowledge and backgrounds required to implement the new CAD/Mobile systems. The following list identifies the suggested Core Project Team roles and corresponding responsibilities.

- **Project Manager** – responsible for the day-to-day coordination of project activities between MCSO Core Team and Intergraph personnel
- **Departmental Sponsors** – responsible for making decisions on recommended business process changes and other related items
- **System Administrator Personnel** – responsible for all system administration and configuration responsibilities related to the new system, all system interfaces and the mobile system
- **GIS Administrator** – responsible for providing Intergraph Map Lead with mapping updates during the course of the project and for installing map updates after system implementation
- **Database Administration Personnel** – responsible for creating I/CAD data records, as well as for monitoring and tuning the database(s) to meet MCSO needs
- **Training Personnel** – responsible for training other agency personnel
- **Subject Matter Experts** (i.e. Dispatch supervisor, Records supervisor) – responsible for representing end-users' needs;

Note: Other Subject Matter Experts can be included in specific meetings pertaining to their functional areas (i.e., Risk Management, etc.).

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## ***PROJECT MANAGEMENT GUIDELINES***

In the interest of managing project scope, schedule and cost, all parties agree to adhere to the following:

### **Project Task Completion Sign-Off Procedure**

At the completion of each Task in this Statement of Work, the Intergraph Project Manager and MCSO Project Manager will jointly sign the Project Deliverable Task Completion Sign-Off Form. A template of this form is included in Attachment C.

### **Document Review and Sign-Off Procedure**

The following defines the process for project document review and approval. Once Intergraph submits a document for review, MCSO will have ten (10) business days to review and provide feedback. Intergraph will incorporate feedback, as mutually agreed, and submit a final document for approval within ten (10) business days. All documents will have one (1) review iteration.

### **General Project Management Responsibilities**

Project management occurs throughout the project and is a component of every task. Overall project management activities for both Intergraph and MCSO are listed here for reference.

Intergraph's Project Management Team responsibilities include the following:

- Maintaining project communications with the Subcontractor Project Manager and MCSO's Project Manager
- Managing the efforts of the Intergraph staff and coordinating Intergraph's activities with MCSO's Project Manager
- Managing the efforts of other subcontractors utilized by Intergraph in the performance of the project
- Conducting monthly on-site status meetings with MCSO's Project Manager
- Conducting weekly project review meetings with MCSO's Project Manager via telephone conference calls
- Responding to issues raised by MCSO's Project Managers within ten (10) business days
- Preparing and submitting monthly status report
- Preparing and submitting project Change Orders to MCSO's Project Manager as necessary
- Ensuring Intergraph personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities

MCSO Project Manager Responsibilities include the following:

- Maintaining project communications with the Intergraph Project Manager
- Managing the efforts of MCSO staff and coordinating MCSO activities with the Intergraph Project Manager
- Providing input to Intergraph for creation of the bi-weekly status reports
- Ensuring that MCSO personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities
- Participating in the status meeting with the Intergraph Project Manager on a monthly basis or as may otherwise be reasonably required to discuss project status
- Participating in the weekly project review meetings with the Intergraph Project Manager via telephone conference calls
- Providing responses to issues raised by the Intergraph Project Manager within ten (10) business days
- Serving as liaison with all MCSO-provided third-party vendors and associated systems
- Ensuring that acceptable Change Orders are approved by authorized signature(s)
- Ensuring timely payment of invoices
- Ensuring Intergraph have access to server and network equipment and work areas on a 24x7 basis, with pre-authorization for off-hours
- Providing workspace for Intergraph personnel as reasonably requested

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## **STATEMENT OF WORK TASK FORMAT**

Each task identified in the Statement of Work includes the following: Task Description, Intergraph/MCSO Participants, Prerequisites, Deliverables, Intergraph/MCSO Responsibilities, and Completion Criteria. All parties recognize that the tasks defined in the SOW may not be listed chronologically, and that the actual project implementation tasks and time lines will follow the mutually agreed to Project Schedule, unless otherwise noted.

## **1. PROJECT KICK-OFF MEETING**

The objective of this task is to ensure that all project assumptions are valid and all requirements understood prior to beginning any significant work. Cost adjustments may apply if assumptions are not correct, or requirements have evolved, per the agreed upon Change Order process. A meeting for project kick-off will be held on-site after the SOW has been executed. During this meeting, the following topics will be covered:

### **Logistics:**

- Facility tour, conducted by MCSO Project Manager
- Facility access and security requirements (during and after normal business hours)
- Work space requirements for Intergraph personnel while on-site

### **Project Organization, Roles and Responsibilities**

- Project team members and contact information
- Communication plan
- Project overview (a high level review of the SOW and its Attachments, and the Contract and its Exhibits)
- High level review of product and project deliverables
- Known project risks
- Additionally, Intergraph will provide MCSO with questionnaires to gather information regarding workflows in areas affected by the implementation of the new System.

### **Intergraph Team Participation:**

- CAD Lead
- Project Manager(s)

### **MCSO Team Participation:**

- CAD Core Team
- Project Manager

### **Prerequisites:**

- Contract Signature and/or PO/Notice to Proceed (if applicable)
- Distribution of Statement of Work to the Project Team

### **Deliverables:**

- Intergraph on-site and remote services
- Workflow questionnaires
- Project kick-off meeting notes

### **Intergraph Responsibilities:**

- Review the project organization, roles and responsibilities with MCSO



- Conduct the Project Overview including a review of the Statement of Work to answer any outstanding questions and verify all aspects of the Project approach, per the topics listed above
- Issue Business Process Questionnaires and review the expectations regarding completing the Questionnaires
- Issue Map Specification Document
- Work with MCSO to identify and document any potential project risks.
- Provide meeting minutes, documented risks and action items that affect project schedule, resources and/or SOW
- Inform MCSO of VPN requirements for project implementation and continued system maintenance
- Ensure technical accuracy of the Interface Descriptions in Attachment D

#### **MCSO Responsibilities:**

- Review the SOW and work with Intergraph to verify the project approach
- Provide location and logistical support for project planning meeting
- Provide Subject Matter Experts and any other resources as recommended by MCSO and Intergraph Project Managers
- Begin completing the Business Process Questionnaires
- Provide Intergraph with VPN access to MCSO as appropriate for this project and continued software maintenance
- Designate and prepare workspace for Intergraph and Subcontractor personnel
- Provide a point of contact for vendors for MCSO hardware and software components with which the Intergraph deliverables will interface
- To the extent that it is able to do so, introduce Intergraph to third parties, including other vendors, state and local agencies, that control products and/or databases with which Intergraph products will be interfaced.

#### **Completion Criteria:**

This task is considered complete at the conclusion of the on-site Project Kick-off meeting and upon delivery of the meeting minutes to MCSO.

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## ***2. PROJECT SCHEDULE REVIEW***

The initial Project Schedule is in Exhibit C. The Project Schedule identifies all tasks to be completed by Intergraph and MCSO during the lifecycle of the project, the responsible party for each task and the project milestones.

During this task, the Intergraph and MCSO Project Managers, as well as MCSO Department Project Sponsors, Intergraph resource allocation or scheduling personnel, and other MCSO, Intergraph personnel who can assist in scheduling decisions, will meet to review the schedule. Intergraph and MCSO will verify the availability of resources to complete scheduled tasks and adjust the schedule to accommodate any known variations in availability. The

Intergraph Project Manager will update the schedule. It is anticipated that Intergraph will have a final project schedule ready for review within ten (10) days of completing the Project Schedule Review meeting.

Even with a final Project Schedule, the Project Schedule is subject to change and will be updated as necessary over the course of the Project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon Change Order process. Any schedule changes that occur will be a part of the monthly Project Status Report provided by the Intergraph Project Manager.

**Intergraph Team Participation:**

- CAD Lead
- Project Manager(s)

**MCSO Team Participation:**

- Department Project Sponsors
- Project Manager

**Prerequisites:**

- Contract signing

**Deliverables:**

- Intergraph on-site services
- Completed Project Schedule

**Intergraph Responsibilities:**

- Present and discuss Project Schedule
- Update Project Schedule

**MCSO Responsibilities:**

- Provide input to the Project Schedule
- Commit resources to be available when required per the Project Schedule
- Approve the final Project Schedule within ten (10) business days of submittal by Intergraph

**Completion Criteria:**

This task is considered complete upon MCSO's approval of the final Project Schedule.

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### **3. SYSTEM HARDWARE ORDERING**

The objective of this task is to complete the Intergraph purchase orders for operating system software and for MCSO to complete purchasing of the hardware required for the CAD/MPS systems. Based on the Pricing Detail and Deliverables Summary in Exhibit B as well as Attachment F – Product Systems Specifications. Intergraph and MCSO

will agree upon the hardware and software being purchased. Intergraph and MCSO will provide each other with copies of the purchase requisition for hardware and operating system software. When both parties agree that the purchase requisition is accurate, Intergraph will order the software and MCSO will order the hardware for which they are responsible. Intergraph will fulfill its responsibilities for this task off-site.

As part of this task, Intergraph will facilitate a discussion with MCSO regarding MCSO's hardware and network environment.

As part of the System Hardware Ordering Task, it is assumed that all Server hardware will be ordered as well as the Training Workstations, Dispatcher Workstations and associated monitors and monitor stands, and the mapping workstation. These workstations will be used for core team activities.

**Intergraph Team Participation:**

- CAD Lead
- Project Manager(s)

**MCSO Team Participation:**

- CAD Core Team
- Project Manager

**Prerequisites:**

- Project Planning Meeting

**Deliverables:**

- Final hardware and operating system server software purchase requisitions

**Intergraph Responsibilities:**

- Review Standard Hardware Configuration Guide, Pricing Detail and Deliverables Summary, and hardware purchase requisition with MCSO
- Place order for operating system server software to be shipped directly to MCSO location
- Review and approve MCSO Hardware purchase requisitions

**MCSO Responsibilities:**

- Review CAD/MPS Standard Hardware Configuration Guide, and purchase requisitions with Intergraph
- Approve of the purchase requisition for operating system server software
- Confirm MCSO location for delivery of operating system server software
- Order any System hardware and operating software for which MCSO is responsible

**Completion Criteria:**

This task is considered complete after Intergraph has delivered the required documents to MCSO, both MCSO and Intergraph have agreed upon the hardware and operating system server software that is to be ordered, and Intergraph has placed the order for the operating system server software and MCSO has placed the order for the system hardware.

#### 4. SYSTEM HARDWARE DELIVERY AND INSTALLATION

The objectives of this task are for MCSO to install all System hardware and network components, and for Intergraph to install Operating System and CAD software to prepare for initial training and configuration tasks. MCSO will install the hardware and Intergraph will install the operating system server software.

##### Hardware Installation Procedure:

MCSO should follow a straightforward hardware/software installation plan. The plan employed is outlined as follows:

##### On-Site Stage \ Install Tasks

- MCSO unpacks equipment and moves it into place. Unpacking equipment and installing it in racks may take several days, depending upon the quantity and complexity of the equipment
  - Rack, cable, and physical installation of servers at primary site.
  - Configure SAN Storage
    - Initialize SAN
    - Create Disk Groups
    - Create Virtual Disks
    - Begin presenting disk space to servers
  - Install and setup the vCenter Server, install updates, (The vCenter server must be connected to the Domain.)
  - Create a template, install OS, updates etc. convert to template
  - Create VMs from Template
  - Join servers to the domain
- Install SAN Management software on I/CAD Test / Training Server
- Begin configuration of SAN
  - Initialize SAN
  - Create Disk Groups
  - Create Virtual Disks
  - Begin presenting disk space to servers
- Server configuration
  - Complete operating system installation on servers
  - Configure SAN presented storage on Servers
  - Intergraph will require MCSO involvement to join servers to the domain
- Primary Site
  - Complete Server installations and configurations
  - Complete SAN configuration
  - Clean up

- Review build and provide passwords to end user contact

### Hardware Certification

- After hardware installation, MCSO will perform a complete hardware inventory of all system components including CPU's, memory, disk drive quantity and size, external storage arrays, etc. and will provide it to Intergraph to confirm that the system components match the hardware specifications
- After inventory has been confirmed, MCSO will perform system diagnostics via the Dell Diagnostic Utility provided with each server. This diagnostic tool provides operating system level diagnostics and software components to help detect and resolve hardware issues. The Dell Management Console, also provided at no charge with Dell servers, will provide data on the utilization of memory, processors, free space, and I/O performance metrics.

MCSO will confirm that the hardware was delivered and installed in accordance with the CAD/MPS Hardware Configuration Diagram in Attachment C, Standard Hardware Configuration Guide in Attachment F, and the Project Deliverables and Pricing Summary in Exhibit B of the Agreement.

During the System Hardware Delivery and Installation Task, it is assumed that all Server hardware will be installed as well as the Training Workstations, Dispatcher Workstations and associated monitors and monitor stands, and the mapping workstation. These workstations will be used for core team activities.

MCSO will update the CAD/MPS Hardware Configuration Diagram to depict as-built hardware and server software information.

### Intergraph Team Participation:

- Project Manager(s)
- CAD Hardware Specialist
- CAD Implementation Lead

### MCSO Team Participation:

- Project Manager
- System Administrator
- Network Administrator
- Hardware Specialist

### Prerequisites:

- Completion of System Hardware Ordering Task
- Delivery of System hardware
- Delivery of Site Preparation Plan specific to MCSO

### Deliverables:

- Server hardware and Operating System installed and servers configured in accordance with CAD/MPS-Configuration Diagram and the Standard Hardware Configuration Guide
- Updated CAD/MPS Configuration Diagram depicting as-built hardware and server software information

- Installation of COTS CAD application software

**Intergraph responsibilities:**

- Confirm that the hardware and operating system delivered is accurate per the purchase orders
- Install the Intergraph supplied Operating System software
- Install the COTS CAD application software

**MCSO responsibilities:**

- Confirm MCSO site(s) is/are ready for hardware installation
- Confirm that the hardware and operating system delivered is accurate per the purchase orders
- Install the Intergraph supplied server hardware
- Provide IP addresses and node names to Intergraph
- Supply all Microsoft Client Access Licenses (CALs) and maintain compliancy with Microsoft's licensing policies for Client Access Licenses
- Inventory hardware upon receipt
- Confirm hardware delivery location meets environmental requirements
- Provide the network and wireless infrastructure, ensuring that the network is ready, and power and serial port requirements have been met
- Ensure the System Administrator and Network Administrator are available for the duration of the hardware and server software installation
- Provide electrician and data technician support necessary to facilitate equipment movement and installation activities as necessary to comply with MCSO site-specific regulations and union guidelines
- Install additional products not purchased under this contract, such as third-party backup software and telephony software
- Configure the Active Directory (Native Mode) domain, if desired (note that Intergraph recommends a separate server be used as a domain controller)
- Supply any required conduit or cable raceways
- Install any network devices such as switches or hubs
- Provide required twist-lock receptacles per server rack; receptacles for primary and secondary CAD servers should be on separate circuits of the UPS

**Completion Criteria:**

This task is considered complete when: MCSO has installed the server hardware and Intergraph has installed the operating system software as defined in the CAD/MPS Configuration Diagram, Attachment C, and the Product Systems Specifications, Attachment F; and Intergraph has installed the COTS CAD application in the production environment.

NOTE: MCSO is responsible for ordering, providing and installing all client hardware. This task will require several client workstations in order to ensure they connect to the newly installed server environment

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## **CAD /MPS/MOBILE RESPONDER SUBSYSTEM IMPLEMENTATION**

Intergraph segments implementation activities into four (4) implementation phases, described as follows:

- **Planning and Initiating Phase:** Tasks during the preliminary phase are designed to confirm CAD/MPS subsystem and interface requirements, clarify MCSO's expectations with respect to subsystem *deliverables* and clarify Intergraph's understanding of MCSO workflows.
- **Staging Phase:** Tasks undertaken during the Staging Phase result in a functional, although not fully configured, CAD/MPS subsystem that uses MCSO's operational and mapping data. MCSO will begin to learn basic system administration in preparation for site-specific system configuration during the Configuration Phase.
- **Configuration Phase:** Tasks during the Configuration Phase result in a fully configured CAD/MPS subsystem and include both interface installation and data conversion tasks that prepare for the final, full data conversion (if purchased).
- **Deployment Phase:** Tasks during the Deployment Phase include final map building and processing, final data conversion (if purchased), end-user training, system testing and system fine-tuning.

At the conclusion of each phase, Intergraph will conduct a Technical Health Check to ensure that all project tasks within the phase have been completed and the project is ready to transition into the next phase of implementation. If there are outstanding items, the Project Managers will mutually develop a plan to complete those items. The plan will include the potential impact of the outstanding items on the Project Schedule.

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### **PLANNING AND INITIATING PHASE TASKS**

#### **5. RECEIVE & PROCESS CAD AND MOBILE MAP DATA FOR INITIAL MAP BUILD (#1)**

Prior to Intergraph beginning this task, MCSO must provide Intergraph with map data compiled per the Map Specification Document issued in Task 1. During this task, Intergraph will analyze the initial set of MCSO-supplied map data, provide MCSO with feedback on ways to improve the quality of the data, and build an initial CAD map dataset for use in the initial system build activities. Intergraph will review the MCSO-supplied map source data's suitability for processing into the Intergraph CAD map, focusing on street centerlines and point addresses. Intergraph will also analyze topologic validity, attribution values, address parsing, aliasing and other critical map features. Intergraph will summarize its analysis in a Map Data Analysis Report that identifies potential data issues and provides recommendations for schema changes and data pre-processing.

Intergraph will also generate CAD-ready map data from the MCSO-supplied map source data, using standard feature types, level structures and color assignments. Intergraph will create ESZ polygons if available; otherwise, it will generate a single polygon for the entire area. In most cases, the analysis of the map data and the initial CAD map dataset build occur over a two-week period, with the initial build using the initial set of data before any edits are applied.

#### **Intergraph Team Participation:**

- Mapping Lead
- CAD Lead

**MCSO Team Participation:**

- GIS/Map Administrator

**Prerequisites:**

- MCSO provision of an initial set of map data to Intergraph
- Project Planning Meeting
- Completion of Project Schedule Review

**Deliverables:**

- Intergraph on-site services
- Map Data Analysis Report that includes shapefiles and identifies problems with the MCSO-supplied source data
- Initial CAD Map build (populated database tables, map display file, routing files and deployment polygon files)

**Intergraph responsibilities:**

- Review MCSO supplied source data
- Create Map Data Analysis Report
- Generate CAD-ready map data from MCSO supplied map source data
- Install the initial CAD map build on the MCSO production CAD system
- Deliver the Map Data Analysis Report

**MCSO responsibilities:**

- Ensure appropriate MCSO personnel are available as needed to assist Intergraph with this task
- Supply Intergraph with source data in a format compatible with the GeoMedia environment (e.g. shape-files) at least one full week prior to scheduled analysis
- Provide information on the source data schema to aid in mapping attribution to the CAD Map schema
- Provide feedback to the Intergraph Mapping Lead on the CAD map display
- Review and approve the Map Data Analysis Report
- Correct critical data issues reported by the Data Analysis process prior to the Map Basics Workshop

**Completion Criteria:**

This task is considered complete upon delivery of the Map Data Analysis Report and the initial CAD map build on MCSO's production CAD System.

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## **6. MAP FUNDAMENTALS WORKSHOP**

During this four-day Mapping Fundamentals Workshop, Intergraph and MCSO's Map Teams will start exploring issues related to the map source data and its conversion to the CAD map dataset. Intergraph will also present



potential workflow processes and options, including options for the Location Verification process, as well as use the data from the initial map build to provide an extended demonstration of the GeoMedia Pro and I/MapEditor applications. Intergraph will provide MCSO with a self-paced training course to learn the GeoMedia Pro. MCSO will need to complete the self-paced training of the GeoMedia Pro by the Map Basic Workshop IPST8001 Task.

During this on-site workshop, Intergraph and MCSO will discuss:

- The CAD map data requirements as well as the results of the Map Data Analysis Report that includes Intergraph's recommendations on map data corrections and modifications.
- The CAD map data schema and its relationship to MCSO's source data.
- Other issues related to the source map data and its use for Location Verification in CAD.

At the conclusion of the workshop, Intergraph will provide MCSO with a Map Data and Workflow Recommendations Report summarizing data schema mapping and recommendations made by Intergraph during the workshop.

#### **Intergraph Team Participation:**

- Mapping Lead
- Project Manager

#### **MCSO Team Participation:**

- GIS/Map Administrator(s)
- Departmental Mapping Subject Matter Experts (Law Enforcement, Fire, EMS SME's; could also include Local Agency GIS representatives)
- Project Manager

#### **Prerequisites:**

- Completion of the Map Data Analysis Report and Initial Map Build

#### **Deliverables:**

- Intergraph on-site training services for three (3) day Mapping Workshop
- Training Materials
- Map Data and Workflow Recommendations Report

#### **Intergraph responsibilities:**

- Conduct the three (3) day Mapping Workshop
- Review results of the Map Data Analysis Report and recommendations on data correction and augmentation prior to the Mapping Workshop
- Review the CAD map data schema and work with MCSO to determine how this relates to the supplied source data
- Provide an overview of the Location Verification process in CAD
- Discuss potential workflow processes and make recommendations based on these and MCSO source data

- Provide follow-up Map Data and Workflow Recommendations Report

#### **MCSO responsibilities:**

- Ensure MCSO personnel who will be tasked with supplying, correcting, and updating the map source data, as well as those tasked with processing MCSO map data into the CAD map format, attend the four (4) day Mapping Workshop
- Provide meeting facilities, including overhead projector
- Provide a workstation installed with the previously provided source data to aid in discussions regarding data schema and attribute structure

#### **Completion Criteria:**

The task is considered complete at the conclusion of the four (4) day Mapping Workshop and upon the delivery of the Map Data and Workflow Recommendations Report to MCSO.

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## ***7. INTERFACE CONTROL DOCUMENTATION (ICD) REVIEW AND SUBMITTAL***

The Interface Descriptions in Attachment D provide a high-level overview of the interfaces that Intergraph will develop as part of the System. The goal of this task is to identify and obtain the specific information needed to configure the interfaces and develop an Interface Control Document (ICD) for each interface. MCSO will provide a point of contact for all MCSO hardware and software components with which the Intergraph deliverables will interface. MCSO will introduce Intergraph to third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which Intergraph products are to be interfaced. Intergraph and MCSO will research interface requirements and gather any available documentation that can clarify data schema, protocols and query specifications. Intergraph will develop draft ICDs and provide them to MCSO for review. MCSO will review the functional content of the ICDs and provide feedback to Intergraph. After receiving feedback from MCSO on the draft ICDs, Intergraph will finalize the ICDs and deliver the final documents to MCSO for approval of the functional content of the ICDs.

#### **Intergraph Team Participation:**

- Project Manager
- CAD Interface Lead

#### **MCSO Team Participation:**

- Project Manager
- Subject Matter Experts

#### **Prerequisites:**

- MCSO provide Intergraph with available interface-related documentation
- Completion of Business Process Analysis

#### **Deliverables:**

- Intergraph remote services
- Interface Control Documentation

**Intergraph responsibilities:**

- Lead the interface requirements gathering process, tracking outstanding items requiring resolution
- Convene with MCSO and third party points of contacts to gather information required to develop ICDs
- Mutually agree with the third party vendors on the functional and technical interface requirements.
- Gather all commercially available interface data detailed schema, protocols, and query specifications, as needed
- Prepare draft ICDs and provide to MCSO for feedback
- Incorporate MCSO feedback into draft ICDs
- Finalize Interface Control Documents for MCSO review and approval

**MCSO responsibilities:**

- Provide points of contact who are knowledgeable of the workflow and data requirements for each MCSO hardware and software component with which Intergraph deliverables will interface
- Ensure that third party points of contacts are appropriate sources of information necessary to develop ICDs
- To the extent that it has access to the information, provide Intergraph with schema, protocols, and query specifications for MCSO hardware and software components with which Intergraph deliverables will interface
- Introduce Intergraph to a primary point of contact for third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which Intergraph products are to be interfaced
- Provide any additional hardware or software that a third party requires for an interface with the third party system to operate properly.
- Respond to Intergraph questions and requests for information in a timely manner
- Ensure that design decisions are made conclusively and in a timely manner
- Review draft ICDs and provide Intergraph feedback on any necessary changes or updates within ten (10) business days of receipt
- Review and approve the functional content of the final ICDs

**Completion Criteria:**

This task is considered complete when MCSO has reviewed and approved the functional content of the finalized ICDs.

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## **8. CAD INTERFACE DEVELOPMENT**

During this task, Intergraph will develop the CAD/MPS interfaces per the approved Interface Control Documents ICDs.

**Intergraph Team Participation:**

- CAD Lead

- Interface Lead

**MCSO Team Participation:**

- N/A

**Prerequisites:**

- MCSO review and approval of the Interface Control Documents

**Deliverables:**

- Interfaces developed per the approved ICDs

**Intergraph responsibilities:**

- Develop interfaces per the approved ICDs

**MCSO responsibilities:**

- N/A

**Completion Criteria:**

This task is considered complete when each interface has been developed in accordance with the Interface Control Documents ICDs, installed and tested.

---

## 9. *TECHNICAL HEALTH CHECK*

This task allows the Intergraph CAD Technical Lead and the Intergraph Project Manager to coordinate with MCSO's CAD Core Team to ensure that all Planning and Initiating Phase project tasks, with the exception of Interface Development Task have been completed and the project is ready to transition to the Staging Phase of implementation. Intergraph's CAD Technical Lead and Project Manager will meet on-site with MCSO's Project Manager and Core CAD Project Team to review project tasks completed to-date. If there are outstanding Planning and Initiating Phase items, the Intergraph and MCSO Project Managers will mutually develop a plan to complete those items. The plan will include the potential impact of the outstanding items on the project schedule.

**Intergraph Team Participation:**

- CAD Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Project Manager

**Prerequisites:**

- Completion of Planning and Initiating Phase tasks

**Deliverables:**

- Meeting notes
- Detailed status report of any outstanding items
- Plan to complete outstanding Planning and Initiating Phase tasks (if needed)

**Intergraph responsibilities:**

- Schedule meeting between Intergraph and MCSO
- Facilitate Technical Health Check meeting
- Provide meeting notes summarizing the status of project tasks
- Provide plan to complete outstanding Planning and Initiating Phase tasks (if needed)

**MCSO responsibilities:**

- Ensure Core CAD Project Team attends Technical Health Check meeting
- Work with Intergraph Project Manager to develop plan to complete outstanding Planning and Initiating Phase tasks (if needed)

**Completion Criteria:**

This task is considered complete when all tasks within the Planning and Initiating Phase have been completed and/or a plan to complete outstanding project tasks has been approved by MCSO.

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## **STAGING PHASE**

### ***10. CAD SYSTEM BUILD ON PRODUCTION ENVIRONMENT***

The objective of this task is to provide MCSO with a basic CAD system that Intergraph can use for subsequent configuration and training tasks. To prepare for this task, MCSO will need to collect the data required to configure the CAD application to reflect its data and workflows. At least a month before starting this task, Intergraph will provide MCSO with Configuration forms that will help MCSO gather this information.

Over a three-week period, Intergraph will provide an in-depth review of the I/CAD application to familiarize the Core CAD Project Team with CAD features, including event processing, dispatching, map utilization and inquiries. Intergraph will also begin to build the production CAD system, entering some MCSO-specific CAD configuration data as it walks the CAD Project Team through the system features.

During the first week, Intergraph will review with MCSO how the CAD database software is installed and set up, CAD Database Management (CADDDBM) functionality and the CAD database table structure. Intergraph will also begin entering CAD configuration data provided by MCSO. During this week, MCSO should be prepared to provide Intergraph with the following types of data:

- Agency
- Number
- Event type

- Unit
- Vehicle
- Stations

System review and configuration will continue during the second week, when MCSO should be prepared to provide Intergraph with the following types of data:

- Deployment and recommendation planning
- ESZs
- Beats
- Dispatch groups
- Deployment plans
- Response requirements
- Response plans

Continue data build, including, but not limited to:

- Personnel
- Out of service
- Dispositions
- Lineups

During the third week, Intergraph will finish the CAD System data build, and begin the department specific configuration. It will address more advanced CAD system functionality, including Department-specific and advanced functions. By the end of this week, the CAD Project Team will have an in-depth understanding of CAD and be able to test configuration data and establish scenarios for upcoming configuration work.

**Intergraph Team Participation:**

- CAD Lead/Business Analyst
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Mobile Subject Matter Experts
- Project Manager
- IT Resources

**Prerequisites:**

- Completion of Planning and Initiating Phase and Technical Health Check Task, with the exception of Interface Development
- MCSO completion of Configuration Forms

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**Deliverables:**

- On-site services - Conduct three (3) collaborative System Build sessions

**Intergraph responsibilities:**

- Provide services for the initial Intergraph I/CAD System database build of the production CAD and interface servers
- Install Intergraph I/CAD base software to support a multi-agency configuration (Police Fire/EMS)
- Work in collaboration with MCSO's CAD Core Team to load and/or import site specific data into the Intergraph I/CAD System
- Install preliminary Intergraph I/CAD System map
- Install Intergraph I/CAD System client workstations to support system configuration and training tasks

**MCSO responsibilities:**

- Ensure appropriate MCSO personnel are available for the System Build sessions
- Provide remote access
- Observe installation and begin to develop an in-depth understanding the CAD system
- Participate fully during joint system build-out sessions
- Gather data required to populate system tables as required by the CAD System

**Completion Criteria:**

This task is considered complete at the conclusion of the three (3) collaborative System Build sessions and when Intergraph has installed and configured the I/CAD System database servers and workstations with MCSO-specific data. This task will not include the Intergraph I/CAD System interfaces.

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***11. INTERFACES SYSTEM BUILD ON PRODUCTION ENVIRONMENT***

During this task, Intergraph will be on-site to install and test the standard interfaces in MCSO's production CAD environment. This task typically follows the CAD System Build #3 workshop.

**Intergraph Team Participation:**

- CAD Lead
- Interface Lead
- Project Manager

**MCSO Team Participation:**

- Project Manager
- IT Resources

**Prerequisites:**

- Cad System Build #1, 2 and 3 should be complete.
- Approval of standard interface control documents
- Operation or availability of the external system or third-party software
- Development and approval of Interface Control Documents

**Deliverables:**

- Standard Interfaces installed and tested per the approved ICD

**Intergraph responsibilities:**

- Install standard interfaces in MCSO's production CAD environment
- Test standard interfaces in accordance with the approved ICDs

**MCSO responsibilities:**

- Provide Subject Matter Expertise to Intergraph as needed
- Verify that physical connectivity has been achieved from MCSO's communication server to remote system servers (such as State/NCIC)
- Provide availability and confirm operation of external systems or third-party software
- Provide the following information to Intergraph:
  - IP address for remote databases
  - Socket value for remote systems
  - Operator ID's (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure that the System and Network Administrators are available to work closely with the Intergraph team for the duration of the task

**Completion Criteria:**

This task is considered complete when each standard interface is installed and tested in accordance with the Interface Control Document.

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## ***12. MAP BASICS WORKSHOP (IPST8001)***

This task provides four (4) days of on-site training in basic mapping administration with the objective of enabling MCSO to be self-sufficient in map management. The Maps Basic Workshop will introduce participants to the GeoMedia Pro and I/MapEditor applications that MCSO will use in the CAD Map processing workflow. Specifically, the workshop will focus on:

- Evaluating source data
- Creating and maintaining polygon data
- Creating the published map file, including feature symbology, labeling, auto zoom levels, etc.



- CAD Map display modification

The class will use MCSO's most recent dataset in the GeoMedia Pro and I/MapEditor environment, and will conclude with an extended demonstration of the additional I/MapEditor functionality not covered in detail at this stage. Because of the large amount of material that must be covered and the interactive nature of this workshop, class size is limited to four (4) participants and two (2) observers.

At the conclusion of this workshop, MCSO will assume responsibility for creating and maintaining all deployment and other project polygon files. MCSO will have the tools to determine how it wants the map to look and act in the dispatch environment. Further, MCSO will be expected to exercise the knowledge gained in this workshop to develop the data and display configuration information that will be used in subsequent workshops, as well as to analyze and correct MCSO's source data before submitting it to Intergraph for the next map build.

#### **Intergraph Team Participation:**

- Mapping Lead
- Project Manager

#### **MCSO Team Participation:**

- GIS/Map Administrator
- Project Manager

#### **Prerequisites:**

- Correction of all critical map issues by MCSO identified in the Map Analysis Report
- Map Build #1
- Completion of Map Consulting
- MCSO completion of self-paced GeoMedia Pro training

#### **Deliverables:**

- Training services for Map Basic Workshop (IPST8001)
- Training Materials - I/MapEditor Training Guide

#### **Intergraph responsibilities:**

- Conduct Map Basics Workshop
- Provide temporary training licenses for the GeoMedia Pro and I/MapEditor products for use on additional training workstations during the class

#### **MCSO responsibilities:**

- Supply training facilities, an LCD projector, a projection screen, a whiteboard, workstations, including one full-function workstation per student and one full-function workstation for the instructor, and connectivity between the workstations and the server
- Designate and assign no more than four (4) MCSO mapping/GIS personnel to attend the entire course of Map Basics Workshop. Two (2) additional people may attend training as observers/auditors.

- Ensure that all appropriate MCSO mapping/GIS personnel attending the class have completed the self-paced GeoMedia Pro training prior to class

**Completion Criteria:**

The task is considered complete at the conclusion of the Map Basics Workshop IPST8001.

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### **13. TECHNICAL HEALTH CHECK**

This task allows the Intergraph CAD Technical Lead and the Intergraph Project Manager to coordinate with MCSO's CAD Core Team to ensure that all Staging Phase project tasks have been completed and the project is ready to transition to the Configuration Phase of implementation. Intergraph's CAD Technical Lead and Project Manager will meet on-site with MCSO's Project Manager and Core CAD Project Team to review project tasks completed to-date. If there are outstanding Staging Phase items, the Intergraph and MCSO Project Managers will mutually develop a plan to complete those items. The plan will include the potential impact of the outstanding items on the project schedule.

**Intergraph Team Participation:**

- CAD Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Project Manager

**Prerequisites:**

- Successful completion of the Staging Phase project tasks

**Deliverables:**

- Meeting notes
- Detailed status report of any outstanding items
- Plan to complete outstanding Staging Phase tasks (if needed)

**Intergraph responsibilities:**

- Schedule meeting between Intergraph and MCSO
- Facilitate Technical Health Check meeting
- Provide meeting notes summarizing the status of project tasks
- Provide plan to complete outstanding Staging Phase tasks (if needed)

**MCSO responsibilities:**

- Ensure Core CAD Project Team attends Technical Health Check meeting
- Work with Intergraph Project Manager to develop plan to complete outstanding Staging Phase tasks (if

needed)

**Completion Criteria:**

This task is considered complete when all tasks within the Staging Phase have been completed and/or a plan to complete outstanding project tasks has been approved by MCSO.

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***CONFIGURATION PHASE***

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***14. CAD INTERFACE PRODUCT INSTALLATION AND CONFIGURATION***

During this task, Intergraph will install and test the custom interfaces in MCSO's production CAD environment. Although MCSO is expected to participate in Intergraph's internal testing of the interfaces, MCSO will formally test the interface functionality and reliability during Acceptance Testing.

Where appropriate, the Intergraph Interfaces Implementation Lead will provide one-on-one training to MCSO System Administrator on how to make common configuration changes and on general software architecture and operation.

**Intergraph Team Participation:**

- CAD Lead/Business Analyst
- Interface Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Project Manager
- IT Resources

**Prerequisites:**

- Operation or availability of the external system or third-party software
- Development and approval of Interface Control Documents

**Deliverables:**

- Interfaces installed and tested per the approved ICD

**Intergraph responsibilities:**

- Install interfaces in MCSO's production CAD environment
- Test interfaces in accordance with the approved ICDs
- Make additional configuration changes to conform with the approved ICDs

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**MCSO responsibilities:**

- Provide Subject Matter Expertise to Intergraph as needed
- Verify that physical connectivity has been achieved from MCSO's communication server to remote system servers (such as State/NCIC)
- Provide availability and confirm operation of external systems or third-party software
- Provide the following information to Intergraph:
  - IP address for remote databases
  - Socket value for remote systems
  - Operator ID's (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure that the System and Network Administrators are available to work closely with the Intergraph team for the duration of the task

**Completion Criteria:**

This task is considered complete when each interface is installed and tested in accordance with the Interface Control Document.

---

**15. INTERIM MAP BUILD (#2)**

Intergraph will remotely create an updated map build based on feedback from the initial map build, the Mapping Fundamentals Workshop and the Map Basics Workshop. The second map build will incorporate any updated or corrected data (based on the initial Map Data Analysis Report), as well as design criteria provided by MCSO following the Map Basics Workshop. There is also the possibility that additional data sources, attributes and features may be added to the map.

At least two (2) weeks prior to this task, MCSO will need to provide Intergraph with a copy of the edited and updated source data, information regarding the desired CAD map display, and any changes MCSO has made to polygon PLY files, feature symbology or level structure (including modified .map files). Intergraph will run a copy of the updated source data through GeoMedia to validate the data. It will apply any additional attributes required and then use the I/MapEditor application to create a CAD-ready dataset. The CAD-ready dataset will consist of map data tables and files, such as the .map display file and updated .ply file, as applicable. The result of this map build is the creation of a new map dataset ready for installation on the production CAD system.

Once Intergraph has created a new map dataset ready for installation on MCSO's production CAD system, the Intergraph CAD Implementation team will remotely connect to MCSO's systems (using VPN or a similar system) and download map dataset to the CAD server. The Map Admin Tool (or other scripts) will be used to copy the map database information into the current CAD system and copy the map files to the appropriate workstations for testing the new map dataset.

**Intergraph Team Participation:**

- Mapping Lead

**MCSO Team Participation:**

- GIS/Map Administrator

**Prerequisites:**

- Completion of Map Basics Workshop

**Deliverables:**

- Intergraph remote services
- Interim CAD Map build (populated database tables, map display file, routing files and deployment polygon files)
- Updated Map Analysis Report

**Intergraph responsibilities:**

- Remotely generate CAD-ready map data from MCSO-supplied source, incorporating feature types, level structures and color assignments as defined by MCSO
- Generate CAD Map
- Install Map Build #2
- Update Map Analysis Report
- Install interim map build on the production CAD system

**MCSO responsibilities:**

- Provide Subject Matter Expertise to Intergraph as needed
- Correct MCSO GIS Data issues
- Ensure that critical data issues reported by the Data Analysis document are corrected prior to submitting dataset for Interim Map Build
- Supply Intergraph with source data, in a format compatible with the GeoMedia environment (e.g. shape-files, at least two (2) full weeks prior to scheduled map processing)
- Provide information on the desired CAD map display and any changes MCSO has made to polygon PLY files, feature symbology and level structure (including modified .map files)

**Completion Criteria:**

The task is considered complete when the interim CAD Map dataset #2 is installed on the Production CAD environment.

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## **16. I/CAD ESSENTIALS FOR CORE TEAM (IPST2001)**

The I/CAD Essentials for Core Team training course is presented directly to the Core Team personnel, and is intended to give a complete overview of the I/CAD and I/Netviewer/NetDispatcher applications. It familiarizes the Core Team with the basic features of CAD including event processing, dispatching, as well as map utilization and inquiries so that analysis of workflows and testing of data can begin in earnest. This course is a combination of the Calltaking Essentials, the Dispatching Essentials, Advanced I/CAD Functions (where appropriate) and NetViewer/NetDispatcher. Topics to be covered include:

- Call Creation and Update
- Map View Control
- Event and Personnel Inquiries
- Sending Messages
- Recommending and Dispatching Units
- Updating Unit Statuses
- Modifying Unit Properties
- Updating Unit Related Event Information
- Querying Unit and Event Data
- Performing Fire Specific Operations – Update Alarm, Relocate (Move Up) Units
- Performing Law Enforcement Specific Operations – Traffic Stop, Subject Stop
- Performing EMS Specific Operations – Divert Hospital
- Supervisor Specific Commands
- Advanced I/CAD Commands
- Interfaces for Users (I/Informer, I/Page, I/FST, and I/MDT for example)
- Interfaces for Users (as needed, if installed interfaces are applicable for Calltakers)
- NetViewer/NetDispatcher Basics

### **Intergraph Team Participation:**

- CAD Trainer
- Project Manager

### **MCSO Team Participation:**

- CAD Core Team
- Project Manager

### **Prerequisites:**

- Assignment to the project Core Team
- An Introduction to Windows course or equivalent knowledge and familiarity with the Windows user interface

### **Deliverables:**

- I/CAD Essentials for Core Team (PST2001)
- Materials for I/CAD Essentials for Core Team (IPST2001)

**Intergraph responsibilities:**

- Conduct the on-site I/CAD Essentials for Core Team course

**MCSO responsibilities:**

- Provide space for Intergraph to conduct training
- Ensure appropriate MCSO personnel attend training

**Completion Criteria:**

The task is considered complete at the conclusion of the I/CAD Essentials for Core Team course.

---

**17. CAD SYSTEM CONFIGURATION**

The objective of this task is to complete MCSO-specific configuration of the Intergraph I/CAD system to support LAW and Fire/EMS call taking, dispatching operations, administrative and supervisory operations. Intergraph will work both on-site and off-site to complete this task. On-site, Intergraph will conduct three (3) one-week system configuration sessions.

At the conclusion of the final on-Site System Configuration Session, Intergraph will provide MCSO with a Site Configuration Document. The Site Configuration Document is a working document that will be updated throughout implementation, and finalized and delivered at System Cutover.

**Intergraph Team Participation:**

- CAD Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Project Manager

**Prerequisites:**

- Completion of I/CAD Configuration Essentials Training
- Completion of all preceding project tasks
- MCSO confirmation that it has tested all interface connections and confirmed them as operational

**Deliverables:**

- Three (3) on-site System Configuration sessions
- CAD Site Configuration Document
- CAD system configured per MCSO Public Safety Departments' work requirements

**Intergraph responsibilities:**

- Conduct three (3) on-site System Configuration sessions

- Provide additional remote configuration effort as needed to complete this task
- Complete the setup and configuration of all I/CAD system interfaces per approved ICDs

**MCSO responsibilities:**

- Ensure appropriate personnel attend, and participate fully and collaboratively in all System Configuration sessions
- Provide department-specific I/CAD configuration and workflow data as needed
- Provide I/CAD interface configuration and workflow data as needed

**Completion Criteria:**

This task is considered complete upon the delivery of the draft Site Configuration document after the System Configuration session, and mutual agreement that the System is configured for the participating MCSO Public Safety Departments' specific operations, and is ready for the acceptance testing and user training that will begin in the next project phase.

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## ***18. MOBILE FOR PUBLIC SAFETY (MPS)/MOBILE RESPONDER CONFIGURATION WORKSHOPS AND PILOT***

During this task, Intergraph will configure the MPS for each MCSO agency, providing one client build for the police (law), one client build for the fire (fire) users. Similar to the CAD Configure Workshops, MPS will have three (3) onsite configuration workshops in order to result in a production ready end user application.

During this task Intergraph will also configure Mobile Responder for the agency.

At the conclusion of the final on-Site System Configuration Session, Intergraph will provide MCSO with a Site Configuration Document. The Site Configuration Document is a working document that will be updated throughout implementation, and finalized and delivered at System Cutover.

### **MPS and Mobile Responder System Configuration Workshop #1**

Intergraph will conduct a one-week workshop with the MCSO Core Team to configure the MPS and Mobile Responder applications. During the workshops, Intergraph will gather information on workflows as they pertain to the mobile environment and configure the MPS application accordingly. Intergraph will also expose the core team to the functionality contained within Mobile Responder as well as the configuration options available to the enterprise. Workshop content will include:

- Overview of MPS/Mobile Responder features and functions
- MPS/Mobile Responder workflow definition
- Graphical user interface design and configuration
- Report format design and configuration
- MPS/Mobile Responder administrative functions
- Other configuration settings as needed



MCSO will need to make available at least one Dispatcher familiar with I/CAD and its use to perform dispatching and other I/CAD tasks as necessary during each workshop.

Upon completion of this task, MCSO will have two (2) mobile configurations of the MPS product and one (1) configuration of Mobile Responder for testing and end-user training. Intergraph will provide each public safety department with tailored MPS Configuration Documentation.

**Intergraph Team Participation:**

- Interface Lead
- Project Manager

**MCSO Team Participation:**

- Mobile Subject Matter Experts (i.e. Field Representatives, Supervisors, Decision Makers)
- Dispatch CAD Core Team representative
- Project Manager

**Prerequisites:**

- Completion of Business Process Analysis
- Completion of CAD System Configuration #1

**Deliverables:**

- Intergraph on-site services
- MPS/Mobile Responder Site Configuration Documentation that includes configuration designs for the law and fire department users
- Two (2) Mobile for Public Safety client configuration builds (one for law one for fire)
- One (1) Mobile Responder client configuration

**Intergraph responsibilities:**

- Conduct two (2) Mobile for Public Safety/Mobile Responder Configuration Workshops (one for law one for fire)
- Configure two (2) Mobile Public Safety client builds (one for law one for fire)
- Configure one (1) Mobile Responder client build
- Provide a MPS/Mobile Responder Site Configuration Document with MPS configuration (one for law one for fire) and Mobile Responder designs.

**MCSO responsibilities:**

- Provide mobile Subject Matter Expertise to Intergraph as needed; select field users, decision makers and at least one supervisor.
- Provide a Dispatching Subject Matter Expert to provide feedback on how the configuration will affect I/Dispatcher

- Participate fully and collaboratively in the configuration sessions with the understanding that Mobile Public Safety client configuration decisions must be documented and agreed upon at the conclusion of these sessions
- Review and approve the Mobile Public Safety Configuration Design Documents for each distinct configuration
- Review and approve the Mobile Responder
- Review and approve the Mobile Public Safety client configurations
- Install and provide initial feedback on the Mobile Public Safety application and become familiar with its features and functions

**Completion Criteria:**

The task is considered completed at the conclusion of the two (2) Mobile Public Safety workshops, after the two (2) Mobile Public Safety Configuration Designs have been reviewed and approved by MCSO, and MCSO has verified that the two (2) Mobile Public Safety client configuration builds delivered to MCSO conform to the MPS Configuration Design Document.

**MPS and Mobile Responder System Configuration Workshop #2**

Intergraph will conduct a one-week workshop with each MCSO public safety department after the MPS and Mobile Responder configuration(s) are delivered from the initial workshop. The purpose of this workshop is to demonstrate the MPS and Mobile Responder deliveries and make minor adjustments based upon these demonstrations. Additionally, this workshop is intended to discuss and organize the MPS/Mobile Responder Pilot Task. Workshop content will include:

- Review and Demonstration of MPS Deliveries
- Review and Demonstration of Mobile Responder
- Make minor adjustments and configurations to MPS deliveries subsequent to the Review and Demonstration
- Testing of the MPS and Mobile Responder Deliveries in a lab and field based environment
- Discuss Network requirements, ports, and ensure the MPS client can communicate appropriately
- Document and review the MPS/Mobile Responder Pilot Procedures
- MPS administrative functions

MCSO will need to make available a point of contact responsible for the administration of the MPS product per agency along with Network and Firewall contacts as necessary.

Upon completion of this task, MCSO will have two (2) mobile configurations of the MPS product for testing and MPS end-user training. Intergraph will provide each public safety department with tailored MPS Configuration Documentation.

**Intergraph Team Participation:**

- Interface Lead
- Project Manager

**MCSO Team Participation:**

- Mobile Administrator(s)
- Mobile Core team
- Dispatch CAD Core Team representative
- Project Manager
- Network and Firewall Contacts

**Prerequisites:**

- Completion of MPS/Mobile Responder Configuration Workshop #1

**Deliverables:**

- Intergraph on-site services
- Revised MPS Site Configuration Documentation that includes configuration designs for the law and fire department users
- Revised Mobile Responder Site Configuration Document
- Two (2) Revised Mobile for Public Safety client configuration builds (one for law one for fire)
- One (1) Revised Mobile Responder client configuration
- MPS/Mobile Responder Pilot Task Procedure Document

**Intergraph responsibilities:**

- Conduct two (2) Mobile for Public Safety/Mobile Responder Configuration Workshops (one for law one for fire)
- Configure two (2) revised Mobile Public Safety client builds (one for law one for fire)
- Configure one (1) revised Mobile Responder client build.
- Provide a revised MPS Site Configuration Document with MPS configuration designs (one for law one for fire)
- Provide a revised Mobile Responder Site Configuration Document
- Provide MPS/Mobile Responder Pilot Task Procedure Document

**MCSO responsibilities:**

- Provide mobile Subject Matter Expertise to Intergraph as needed
- Provide a Dispatching Subject Matter Expert to provide feedback on how the configuration will affect I/Dispatcher
- Provide a Network/Firewall contact to Intergraph as needed
- Participate fully and collaboratively in the configuration sessions with the understanding that Mobile Public Safety and Mobile Responder client configuration decisions must be documented and agreed upon at the conclusion of these sessions

- Review and approve the Revised Mobile Public Safety/Mobile Responder Configuration Design Documents for each distinct configuration
- Review and approve the revised Mobile Public Safety client configurations
- Review and approve the revised Mobile Responder client configuration
- Install and test the revised MPS application and provide coordinated feedback

**Completion Criteria:**

The task is considered completed at the conclusion of the two (2) Mobile Public Safety/Mobile Responder workshops, after the two (2) Mobile Public Safety revised and one (1) Mobile Responder Configuration Designs have been reviewed and approved by MCSO, and MCSO has verified that the two (2) Mobile Public Safety client and one (1) Mobile Responder configuration builds delivered to MCSO conform to the revised Configuration Design Documents.

**Mobile for Public Safety (MPS)/Mobile Responder Pilot**

This intent of this task to deploy the MPS deliveries for Law and Fire and the Mobile Responder delivery to the core team members in a field based environment for further in depth testing. The core team members should provide structured feedback on their experiences. The procedures for this task were document and delivered as part of the MPS Configuration Workshop #2.

The Duration for this task is 10 business days. This encompasses both configurations (Law and Fire) as well as the Mobile Responder application simultaneously. Intergraph will provide remote technical support for the duration of this task to resolve connectivity issues and application defects. Application specific changes will be reviewed in the MPS/Mobile Responder Configuration Workshop #3.

**Intergraph Team Participation:**

- Interface Lead
- Project Manager

**MCSO Team Participation:**

- Mobile Administrator(s)
- Mobile Core team
- Dispatch CAD Core Team representative
- Project Manager
- Network and Firewall Contacts

**Prerequisites:**

- Completion of MPS/Mobile Responder Configuration Workshop #2 for both Law and Fire

**Deliverables:**

- Intergraph will provide remote technical support for this task

**Intergraph responsibilities:**

- Intergraph will provide remote technical support for this task

**MCSO responsibilities:**

- Provide access to mobile core team members
- Provide Dispatching Subject Matter Expert(s) to provide real time interaction with MPS/Mobile Responder Pilot Users
- Provide MPS/Mobile Responder core team from law and fire to provide real time interaction with other MPS/Mobile Responder users and I/Dispatch Users
- Document and prioritize technical issues as encountered by MPS Pilot Team and submit to Intergraph team for action and review in the final configuration workshop number three (3).

**Completion Criteria:**

The task will be considered complete at the conclusion of the MPS/Mobile Responder Pilot timeline and when both Intergraph and MCSO have reviewed submitted the documented issues raised during this pilot task.

**MPS/Mobile Responder Configuration Workshop #3**

This final MPS/Mobile Responder configuration workshop is an onsite activity. The duration of this workshop is four (4) days on site during which the priority configuration changes requested from the MPS/Mobile Responder Pilot will be reviewed and addressed, or as many issues that can be addressed in the given timeframe. The result of this workshop is the final MPS applications for use at go live by both law and fire agencies and the final Mobile Responder configuration for use at go live by the enterprise..

- Review Pilot Group feedback and change requests
- Resolve the issues defined within the timeframe allotted
- Demonstrate the final MPS configurations for Law and Fire
- Demonstrate the final Mobile Responder configuration
- Revise final MPS Configuration Document
- Revise final Mobile Responder configuration

MCSO will need to make available at least one Dispatcher familiar with I/CAD and its use to perform dispatching and other I/CAD tasks as necessary during each workshop.

Upon completion of this task, MCSO will have two (2) mobile configurations of the MPS product and one (1) configuration of the Mobile Responder product for testing and MPS/Mobile Responder end-user training. Intergraph will provide each public safety department with tailored MPS/Mobile Responder Configuration Documentation.

**Intergraph Team Participation:**

- Interface Lead

- Project Manager

#### **MCSO Team Participation:**

- Mobile Core Team representatives
- Dispatch CAD Core Team representative
- Project Manager

#### **Prerequisites:**

- Completion of MPS/Mobile Responder Pilot

#### **Deliverables:**

- Final MPS Site Configuration Documentation that includes configuration designs for the law and fire department users
- Final Mobile Responder Site Configuration Documentation
- Two (2) Final Mobile for Public Safety client configuration builds (one for law one for fire)
- One (1) Final Mobile Responder configuration build

#### **Intergraph responsibilities:**

- Final MPS Site Configuration Documentation that includes configuration designs for the law and fire department users
- Final Mobile Responder Site Configuration Document
- Two (2) Final Mobile for Public Safety client configuration builds (one for law one for fire)
- One (1) Final Mobile Responder configuration build

#### **MCSO responsibilities:**

- Provide mobile core teams to Intergraph as needed;

#### **Completion Criteria:**

The task is considered completed at the conclusion of the two (2) Mobile Public Safety/Mobile Responder workshops, after the two (2) Final Mobile Public Safety and one (1) Mobile Responder Configuration Designs have been delivered, and MCSO has verified that the two (2) Final Mobile Public Safety and one (1) Mobile Responder client configuration builds delivered to MCSO conform to the respective MPS/Mobile Responder Configuration Design Documents.

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## ***19. TECHNICAL HEALTH CHECK***

This task allows the Intergraph CAD Technical Lead and the Intergraph Project Manager to coordinate with MCSO's CAD Core Team to ensure that all Configuration Phase project tasks have been completed and the project is ready to transition to the Deployment Phase of implementation. Intergraph's CAD Technical Lead and Project Manager will meet on-site with MCSO's Project Manager and Core CAD Project Team to review project tasks completed to-date.

If there are outstanding Configuration Phase items, the Intergraph and MCSO Project Managers will mutually develop a plan to complete those items. The plan will include the potential impact of the outstanding items on the project schedule.

**Intergraph Team Participation:**

- CAD Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Project Manager

**Prerequisites:**

- Successful completion of the Configuration Phase project tasks

**Deliverables:**

- Meeting notes
- Detailed status report of any outstanding items
- Plan to complete outstanding Configuration Phase tasks (if needed)

**Intergraph responsibilities:**

- Schedule meeting between Intergraph and MCSO
- Facilitate Technical Health Check meeting
- Provide meeting notes summarizing the status of project tasks
- Provide plan to complete outstanding Configuration Phase tasks (if needed)

**MCSO responsibilities:**

- Ensure Core CAD Project Team attends Technical Health Check meeting
- Work with Intergraph Project Manager to develop plan to complete outstanding Configuration Phase tasks (if needed)

**Completion Criteria:**

This task is considered complete when all tasks within the Configuration Phase have been completed and/or a plan to complete outstanding project tasks has been approved by MCSO.

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***DEPLOYMENT PHASE***

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## **20. MAP ROLL CONSULTING WORKSHOP (MAP DATABASE PROCESSING & ON-SITE MAP BUILD #3) (IPST8004)**

During this task, Intergraph will conduct I/MapEditor and GeoLabel Pro training, and guide MCSO through the installation of the final map build. The MapEditor training will cover how the source street centerline and address point data are used in the creation of the CAD database information. The GeoLabel Pro training is specific to the data used in the CAD map and will cover text generation within CAD.

Prior to this task, MCSO should complete the correction of all source data issues noted as critical in the Data Analysis report. The final map build will incorporate updated and corrected data and feature symbology definitions supplied by MCSO. MCSO should arrange to bring in call takers and/or dispatchers for short sessions during the map build to provide a forum for allowing their input into the process. During the installation of this map build in MCSO's production CAD application, MCSO will take the lead and Intergraph will assist.

### **Intergraph Team Participation:**

- Mapping Lead
- Project Manager

### **MCSO Team Participation:**

- GIS/Map Administrator
- Project Manager

### **Prerequisites:**

- Completion of Map Build #2
- MCSO correction of all source data issues noted as critical in the Data Analysis report

### **Deliverables:**

- Training Services for Map Database Processing (IPST8004)
- Training Materials for Map Database Processing (IPST8004)
- Final map build

### **Intergraph responsibilities:**

- Provide four (4) days on-site training of MapEditor and GeoLabel Pro
- Guide MCSO through the installation of the final map build on MCSO production system

### **MCSO responsibilities:**

- Correct all source data issues noted as critical in the Data Analysis report prior to submitting dataset for final map build
- Ensure availability of appropriate MCSO personnel
- Ensure workstations to be used for the MapEditor and GeoLabel Pro training are functional in the production CAD environment prior to class



- Provide source data a format compatible with the GeoMedia environment (e.g. shape-files)
- Provide information on the desired CAD map display and any changes MCSO has made to polygon (PLY) files, feature symbology and level structure (including modified .map files)
- Install and test the final map build on the production CAD environment
- Schedule short sessions to have call takers and/or dispatchers provide input regarding the final map build

**Completion Criteria:**

This task is considered complete at the conclusion of the on-site Map Database Processing (IPST8004) training and the installation of the final map in the CAD production environment.

---

## ***21. CAD/MOBILE FUNCTIONAL TEST DEVELOPMENT***

Per the Acceptance Test Plan in Attachment G, MCSO will review the Functional Tests and can add additional site-specific scenarios and tests, as long as the scenarios and tests comply with MCSO's RFP functional requirements. Intergraph will review all site-specific scenarios and tests added by MCSO. Intergraph and MCSO will mutually agree upon the final Acceptance Tests (to the extent they adhere to the testing parameters defined in Attachment G).

At the conclusion of the Functional Test development, MCSO will have the ability to use the Functional Tests to perform independent testing of the CAD, Mobile and CAD interfaces prior to the formal on-site Functional Testing Process with Intergraph. Intergraph recommends that MCSO perform the independent testing to validate the Functional Test scenarios and submit any potential changes to Intergraph before formal testing begins.

**Intergraph Team Participation:**

- CAD Lead/Business Analyst
- Interface Lead
- Mapping Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Mobile Subject Matter Experts
- Project Manager

**Prerequisites:**

- Completion of CAD System Configuration
- Completion of MPS Configuration Workshop

**Deliverables:**

- Intergraph remote services
- Functional Tests

---

**Intergraph responsibilities:**

- Provide the Functional Tests
- Review and approve MCSO revisions to the Functional Tests

**MCSO responsibilities:**

- Expand the Functional Tests to include MCSO-specific scenarios and tests
- Review and approve the Final Functional Tests

**Completion Criteria:**

This task is considered complete upon the approval of the Functional Tests by Intergraph and MCSO.

---

**22. CAD/MOBILE SUBSYSTEM INTEGRATION AND FUNCTIONAL TESTING**

Per the Acceptance Test Plan (“ATP”) in Attachment G, MCSO, with on-site assistance from Intergraph, will conduct Functional Testing to confirm CAD/MPS Subsystem functionality using the mutually developed Functional Tests. MCSO will verify the operability of each functional item in the ATP using a scenario or test case. Intergraph and MCSO will jointly document and track the results of the test as either pass or fail. Intergraph will have up to ten (10) business days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. MCSO has the right to conduct additional Functional Testing following any corrections.

**Intergraph Team Participation:**

- CAD Lead
- Interface Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Mobile Subject Matter Experts
- Project Manager

**Prerequisites:**

- Successful completion of all prior tasks
- MCSO and Intergraph mutual confirmation that the CAD/MPS Subsystem is ready for testing
- Development of the Functional Tests

**Deliverables:**

- Intergraph on-site services
- Completion of the CAD/Mobile Subsystem Integration and Functional Testing Task

**Intergraph responsibilities:**

- Certify the basic system capabilities as part of Intergraph standard software certification procedures
- Certify all applicable software, systems and ancillary systems, including the redundancy of production system, as ready for CAD/Mobile Acceptance testing
- Provide on-site assistance during Functional Testing
- Review any discrepancies found by MCSO during the Functional Testing
- Correct any functional item that fails a test, or provide a mutually acceptable written explanation of when Intergraph will correct the failed item

**MCSO responsibilities:**

- Execute Functional Testing
- Track and document test results

**Completion Criteria:**

This task is considered complete when the CAD/Mobile System operates in accordance with the Attachment G (Acceptance Test Plan) and the Intergraph Response to the County's RFP; and Intergraph has either remedied items that failed the test or MCSO has approved an alternative plan for correcting failed items, provided by Intergraph.

---

**23. CAD SYSTEM TUNE-UP**

The purpose of the four (4) day on-site CAD System Tune-Up Session is to address any miscellaneous technical issues, and workflows that require additional attention. Prior to the session, MCSO should prepare to discuss technical, functional and workflow issues it has discovered. Ideally, MCSO will send Intergraph a list of the issues one week before the session. During the CAD System Tune-Up Session, Intergraph will meet with MCSO's Core CAD Project Team to discuss, document, and refine the configuration of MCSO's I/CAD system. At the end of this task, the CAD configuration will be considered "frozen."

**Intergraph Team Participation:**

- CAD Lead
- Interface Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Project Manager

**Prerequisites:**

- Completion of CAD System Configuration Sessions

- Completion of CAD Functional Testing
- Completion of CAD Stress and Performance Testing

**Deliverables:**

- Intergraph on-site services
- Frozen CAD configuration

**Intergraph responsibilities:**

- Conduct one (1) on-site CAD tune-up session
- Review, discuss and modify system configuration issues not previously addressed during other prior project phases, assuming that said issues are not beyond the scope of the contract with MCSO

**MCSO responsibilities:**

- Ensure appropriate MCSO personnel are available as needed
- Provide Intergraph a list of technical and/or workflow items it wishes to review with the Intergraph I/CAD Technical Team for review one (1) week prior to the scheduled System Tune-Up session

**Completion Criteria:**

This task is considered complete at the conclusion of the scheduled on-site System Tune-Up session, and when Intergraph and MCSO mutually agree that the CAD configuration is frozen.

---

## ***24. INTERGRAPH I/CAD SYSTEM MAINTENANCE AND ADMINISTRATION ESSENTIALS (IPST9003)***

Per the Training Curriculum in Attachment E, Intergraph will provide the Intergraph I/CAD System Maintenance and Administration Essentials training. During this task Intergraph will provide an overview of administration and maintenance tasks required to manage and/or support the I/CAD System. Participants receive both classroom training and hands-on experience enabling them to perform the basic functions associated with the daily operation and support of the I/CAD System.

The following topics will be covered during the training:

- I/CAD system overview
- Configuration maintenance and the registry
- Basic configuration of parameters and command line
- Database client and application components
- Listener overview
- Redundancy and recovery
- Clock synchronization
- Regular maintenance tasks
- Troubleshooting

- Logging/support process
- MCSO care center procedures
- Documentation/change log and other maintenance log generation

**Intergraph Team Participation:**

- CAD Lead/Business Analyst
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Project Manager

**Prerequisites:**

- Completion of I/CAD System Tune-up

**Deliverables:**

- Training services for I/CAD System Maintenance and Administration Essentials (IPST9003)
- Training materials for I/CAD System Maintenance and Administration Essentials (IPST9003)

**Intergraph responsibilities:**

- Conduct one (1) on-site session.

**MCSO responsibilities:**

- Ensure appropriate MCSO personnel attend and participate in training.

**Completion Criteria:**

This task is considered complete at the conclusion of the I/CAD System Maintenance and Administration Essentials (IPST9003) training.

---

## ***25. BUILD REMAINING SYSTEMS – BACK-UP/DISASTER RECOVERY (HOT), TRAINING, AND TEST***

Once the CAD/MPS System has been demonstrated to operate in accordance with the Functional Tests and the configuration is “frozen” (i.e., at the conclusion of the CAD Tune-up session), Intergraph will replicate the Production environment into the remaining environments (one hot back-up/DR site and three other environments) Test and Training. Intergraph assets as defined in Attachment A Pricing and Detail Summary and or any project change orders will be utilized in order to prepare these environments.

MCSO and Intergraph will work together to develop mutually acceptable test scenarios appropriate to each environment to ensure that the environment operates as intended.

After Intergraph has built the back-up environments, MCSO will conduct the tests. MCSO and Intergraph will document and track failures, and Intergraph will be responsible for correcting failures. Cutover cannot occur until Intergraph has corrected failures and the Subsystem as a whole passes the tests indicating that it will operate as

intended in all environments. MCSO reserves the right to conduct tests on a corrected environment to ensure that the failure was corrected and the environment operates as intended.

**Intergraph Team Participation:**

- CAD Lead
- Interface Lead
- CAD Project Manager

**MCSO Team Participation:**

- IT Resources
- Project Manager

**Prerequisites:**

- Completion of CAD/MPS Functional Testing
- Completion of CAD Stress and Performance Testing
- Completion of CAD System Tune-up

**Deliverables:**

- Intergraph on-site services
- CAD/MPS System installed and tested in the hot back-up environment

**Intergraph Responsibilities:**

- Install the CAD/MPS system in the back-up environments and monitor testing to ensure the environments operate as intended
- Correct any Failures before System Cutover

**MCSO Responsibilities:**

- Provide IT support, as required
- Develop scenarios to test that each Environment operates as intended
- Conduct testing to ensure the Environment operates as intended
- Document Failures

**Completion Criteria:**

This task is considered complete when the CAD/MPS Subsystem has been installed in the back-up environments and the CAD/MPS Subsystem environment operates as in conformity with product specifications.

During this task, Intergraph will introduce the features of the COTS reporting functionality native to the CAD system per the I/CAD Schema and Reports Overview Training in the Training Curriculum in Attachment E. Intergraph will present the I/CAD schema and the skills required to create MCSO reports to personnel responsible for developing CAD statistics, including call center, event, and unit history information. Intergraph will also cover how to conduct queries and create reports using Microsoft Access and/or SQL Plus.

Upon completion of this task, MCSO will have the ability to create MCSO-specific reports and will need to do so prior to the Reporting Consulting.

**Intergraph Team Participation:**

- CAD Lead/Business Analyst
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Project Manager

**Prerequisites:**

- Completion of I/CAD System Maintenance and Administration Essentials (IPST9003)

**Deliverables:**

- Intergraph on-site training services for I/CAD Schema and Reports Overview (IPST2009)
- Training materials for I/CAD Schema and Reports Overview (IPST2009)

**Intergraph responsibilities:**

- Conduct one (1) on-site session

**MCSO responsibilities:**

- Ensure appropriate MCSO personnel are available
- Participate fully and collaboratively in the training sessions
- Begin development of MCSO-specific CAD reports

**Completion Criteria:**

The task is considered complete at the conclusion of the I/CAD Schema and Reports Overview training (IPST2009).

---

## ***27. BUSINESS INTELLIGENCE DIRECT IMPLEMENTATION***

Intergraph resources will prepare the server hardware identified by MCSO for use with Business Intelligence Direct ("BI Direct"). During this task, Intergraph will prepare the server(s) identified by MCSO for use with BI Direct by ensuring all pre-requisite software is installed.

Intergraph will then install and configure SAP BusinessObjects software. Once the SAP BusinessObjects is installed, Intergraph BI content will be setup and BI Direct Universe and reports will be configured with MCSO data.

Intergraph will then configure user groups and security groups for use with BI Direct and apply appropriate site specific configuration that may be required and is part of this SOW. Additionally BI Direct client tools will be setup and the whole system tested with MCSO data.

**Intergraph Team Participation:**

- CAD BI Implementer
- Project Manager

**MCSO Team Participation:**

- Project Manager
- Project Technical Team Representatives

**Prerequisites:**

- Installation of software will be performed remotely
- Training services will be onsite as per the approved training plan schedule

**Deliverables:**

- Intergraph remote installation services for the BI Direct server configuration in preparation for training.

**Intergraph responsibilities:**

- Provide the remote installation of all components related to the BI Direct server configuration
- Provide a report to the team once the task is complete

**MCSO responsibilities:**

- Ensure appropriate technical personnel are available support the remote services effort
- Make available client training workstations which are appropriate for the end user and administrative training courses outlined in the Training Curriculum Attachment E.

**Completion Criteria:**

- MCSO has provided training client for installation of any required client specific software application components i.e Crystal Reports, MS Access etc.,
- The BI Direct system is installed and configured including the SAP BusinessObjects software, BI Direct Universes and reports setup and site specific configuration applied.
- Intergraph has conducted basic testing for connectivity, and usability, and ensured that the COTS BI Universe and reports are functional with MCSO data.



Intergraph will provide the training detailed in Attachment E -Training Curriculum.

Training is divided into two types, Train-the-Trainer and Train-the-User.

A Train-the-Trainer approach will be utilized for CAD users (Call Takers, Dispatchers and Supervisors) and MPS users. These courses will train MCSO training personnel (call takers, dispatchers, supervisors, and administrators) on the use of the CAD system and prepare them to lead end-user training. It will also train MCSO technical personnel on the operation and support of CAD system. Before the training sessions, Intergraph will provide training materials to MCSO, which is responsible for making enough copies for each participant in each class.

All other administrative training will be taught using a Train-the-User approach.

All training is conducted in a classroom setting and is designed to thoroughly train the Cities staff on the use of the I/CAD system and the County's technical personnel on the operation and support of CAD system. In addition, one-on-one opportunities will be provided, particularly for the CAD System Administrator, to work with the Implementation Lead as the system is installed and supported throughout the implementation process.

**Intergraph Team Participation:**

- Project Manager
- Trainers

**MCSO Team Participation:**

- CAD Core Team
- Project Manager
- Trainers

**Prerequisites:**

- CAD System operates in accordance with the Acceptance Test Plan in the Production environment
- CAD System is installed and tested in the Training environment
- Delivery of training materials

**Deliverables:**

- Intergraph on-site training services

**Intergraph Responsibilities:**

- Provide CAD training for MCSO Technical and Training staff members for all installed CAD software, as defined in Exhibit B – Project Deliverables (Pricing) of the Agreement and the Training Curriculum in Attachment E
- Provide one (1) complete set of printed training materials

**MCSO Responsibilities:**

- Designate and assign personnel to receive training in groups not to exceed the class size listed in the Training Curriculum in Attachment E

- Provide sufficient copies of training documentation to support all students in the training classes
- Provide the necessary classrooms, facilities, and copies of the materials
- Provide one full-function workstation per student, one full-function workstation for the instructor, an LCD, a projection screen, a whiteboard and connectivity to the server
- Ensure that appropriate MCSO Training personnel and System Administrators are available to actively participate in the entire scheduled training programs

**Completion Criteria:**

This task is considered complete at the conclusion of all Intergraph-provided Train-the-Trainer sessions as per Exhibit B – Project Deliverables (Pricing) of the Agreement and the Training Curriculum in Attachment E.

---

## ***29. MAP MAINTENANCE FOR I/CAD SYSTEMS TRAINING (IPST8003)***

The objective of this task is to train MCSO personnel on the complete process required to create MCSO's CAD Map build from its source data. Intergraph will provide four (4) days of on-site map training per the Training Curriculum in Attachment E. During the training, Intergraph and the participants will refine the MCSO workflow documentation based on site-specific details for the workflow. The responsibility for maintaining this documentation will be turned over to MCSO at the end of the week. Because of the large amount of material that must be covered and the interactive nature of this workshop, class size is limited to four (4) participants and two (2) observers.

Following this training session, MCSO will be responsible for all future map builds and updates for the CAD system.

**Intergraph Team Participation:**

- Mapping Lead
- Project Manager

**MCSO Team Participation:**

- GIS/Map Administrator
- Project Manager

**Prerequisites:**

- Map Build I, II and III
- Map Basic Training and Map Workshop

**Deliverables:**

- On-site training Services for Map Maintenance for I/CAD Systems (IPST 8003)
- Training Materials for Map Maintenance for I/CAD Systems (IPST 8003)

**Intergraph responsibilities:**

- Provide four (4) days of map training services.
- Provide custom workflow documentation

---

**MCSO responsibilities:**

- Designate and assign four (4) MCSO personnel to receive training
- Ensure that appropriate MCSO mapping/GIS personnel are available to actively participate in the scheduled training program and attend scheduled training class in their entirety
- Ensure that any workstations to be used for the training are fully installed and functional prior to class

**Completion Criteria:**

The task is considered complete at the conclusion of the Map Maintenance for I/CAD Systems (IPST 8003 training).

---

**30. PRODUCT DOCUMENTATION**

Intergraph will deliver final technical documentation as listed under the "Deliverables" section below. Documentation will be delivered in electronic copy, which will enable MCSO to distribute copies within MCSO as needed to support the CAD/MPS applications.

**Intergraph Team Participation:**

- CAD Lead
- CAD Interfaces Lead
- CAD Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Project Manager

**Prerequisites:**

- Completion of Functional Testing
- CAD configuration frozen at the completion of CAD System Tune-up

**Deliverables:**

- Intergraph will deliver the following final documentation:
  - System Administrative Guides
  - System Administration procedures
  - I/CAD Database configuration
  - I/CAD Server configuration
  - I/CAD system configuration and parameter settings
  - Documentation of site-specific applications, code, and macros (if applicable)
  - Mobile for Public Safety client configuration documents (one for each distinct agency configuration)

- I/CAD Interfaces Configuration Document

**Intergraph Responsibilities:**

- Deliver the product documentation listed above

**MCSO Responsibilities:**

- N/A

**Completion Criteria:**

This task is considered complete upon delivery of the documents listed above under the “Deliverables” section to MCSO.

---

### ***31. CUTOVER PLAN***

Intergraph and MCSO will jointly develop a Cutover Plan. The Cutover Plan will detail the steps necessary to move into live operations. To ensure that the move to live operations goes as smoothly as possible, the Cutover Plan will assign tasks and responsibilities to both Intergraph and MCSO personnel during the final month before cutover to live operations. The Cutover Plan covers topics including MCSO staffing, movement of equipment into final locations, final database clean out of test events, procedures to report issues, and planned sequence of events for the cutover day.

Intergraph will provide the initial draft of the Cutover Plan to MCSO for review. MCSO will review the draft and provide feedback to Intergraph, which will incorporate the feedback into a final Cutover Plan.

**Intergraph Team Participation:**

- CAD Lead
- Interface Lead
- Mapping Lead
- Training Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Mobile Subject Matter Experts
- GIS/Map Administrator
- Project Manager

**Prerequisites:**

- N/A

**Deliverables:**

- Intergraph on-site services and remote services
- Cutover Plan

**Intergraph responsibilities:**

- Create a draft CAD Cutover Plan
- Work with MCSO personnel to refine the Cutover Plan
- Review and approve the final Cutover Plan

**MCSO responsibilities:**

- Review and comment on the draft CAD Cutover Plan
- Work with Intergraph personnel to refine the Cutover Plan
- Review and approve the final Cutover Plan

**Completion Criteria:**

This task is considered complete when MCSO has reviewed and approved the final Cutover Plan.

---

## ***32. READINESS REVIEW***

The purpose of this on-site meeting between Intergraph and MCSO is to confirm that all preparations for go-live activities have been completed. The Readiness Review verifies that the following has occurred:

- Cutover Plan approval
- Pre-Cutover Testing according to the Acceptance Test Plan
- Establishment and approval of a schedule for cutover activities
- Identification and scheduling of Intergraph and MCSO resources required for go-live activities
- Notification of planned system cutover to internal and external interface stakeholders supplying systems integral to go-live operations

**Intergraph Team Participation:**

- CAD Lead
- Interface Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Mobile Subject Matter Experts
- Project Manager

**Prerequisites:**

- Completion of all Pre-Cutover Testing
- Completion of all end-user training designated by MCSO as being required for “go-live”
- System configuration has been frozen
- Mutual agreement that the back-up environments operate as intended
- Final Cutover Plan developed and approved

**Deliverables:**

- Intergraph on-site services

**Intergraph responsibilities:**

- Provide above noted resources to attend Readiness Review meeting

**MCSO responsibilities:**

- Provide above noted resources to attend Readiness Review meeting

**Completion Criteria:**

This task is considered complete upon conclusion of the Readiness Review meeting.

---

### ***33. CAD/MPS CUTOVER***

Once testing is complete and Intergraph and MCSO have held the Readiness Review meeting, Intergraph will certify the CAD/MPS Subsystem as operational and ready for production operation. The final decision for Cutover to live operations ultimately rests with MCSO; however, both Intergraph and MCSO will review system status and jointly make a recommendation to move into production. Intergraph intends to cutover both the CAD and MPS components of the CAD/MPS Subsystem at the same time. Should MCSO decide to cutover CAD a significant period of time before the MPS Cutover, MCSO and Intergraph will need to initiate a Change Order and adjust the Project Schedule and Payment Milestones accordingly.

Upon Cutover, Intergraph personnel will assist MCSO in placing the System into productive use. Intergraph personnel will be on-site at least one (1) day prior to live operations and will provide post-live on-site support for four (4) days, with on-going focused phone support following the on-site support period.

MCSO technical personnel must be present to provide support for the system. MCSO training personnel and Core Team members will be scheduled to provide knowledgeable MCSO support to all shifts during the first few days after cutover to live operations in conjunction with the scheduled Intergraph staff.

**Intergraph Team Participation:**

- CAD Lead
- Interface Lead
- Project Manager
- Trainer

**MCSO Team Participation:**

- CAD Core Team
- Mobile Subject Matter Experts
- Project Manager
- IT Resources
- Trainers

**Prerequisites:**

- Completion of all prior projects tasks
- Completion and acceptance of the Cutover Plan
- Completion of the Readiness Review meeting

**Deliverables:**

- Intergraph on-site support services for one (1) week during cutover

**Intergraph responsibilities:**

- Assist MCSO staff in placing CAD and MPS into a production status
- Monitor the initial operation of CAD and answer any operational questions raised by MCSO.
- Assist the training staff in utilizing the system
- Assist the technical staff in supporting the system
- Provide remote support following on-site cutover support

**MCSO responsibilities:**

- Place the software into production and begin operational use in consultation with Intergraph and in accordance with the Project Schedule
- Provide technical staff to support the system
- Provide training staff to answer end-user questions, in conjunction with the Intergraph staff
- Provide a detailed list of questions and issues that still require explanation or resolution by Intergraph at the end of each day

**Completion Criteria:**

This task is complete when the first CAD/MPS Subsystem has been cutover into live production.

---

**34. CAD/MPS 30-DAY RELIABILITY TEST**

Per the Acceptance Test Plan - Attachment G, the Intergraph CAD/MPS Subsystem will undergo a 30-day Reliability test during which the System will maintain the reliability standards identified in Attachment G of the SOW. The 30-day Reliability Test shall commence immediately upon the completion of Task 34, the first time the CAD/MPS Subsystem has been cutover into live production under this Agreement. See the Acceptance Test Plan for a description of the Reliability Criteria testing, definitions of error types, and the plan to remedy found errors.

MCSO is responsible for maintaining a log of any discovered problems. The log should contain detailed information as to the sequence of events leading up to the problem, time of day, node name or unit involved, and other such pertinent details. Intergraph is responsible for remedying found errors per the Acceptance Test Plan.

At the conclusion of the Reliability test, Intergraph will provide MCSO a final summary report documenting all issues that occurred during the 30-Day Reliability period, as well as the resolution activities for the issues.

**Intergraph Team Participation:**

- CAD Lead/Business Analyst
- Interface Lead
- Project Manager

**MCSO Team Participation:**

- CAD Core Team
- Mobile SME
- Mapping/GIS Lead
- Project Manager

**Prerequisites:**

- Cutover to live operations of the CAD/MPS system

**Deliverables:**

- Intergraph remote services
- Final summary report documenting all issues that occurred during the thirty (30) Day Reliability period, as well as the resolution activities for the issues

**Intergraph responsibilities:**

- Address and/or correct found errors per the appropriate resolution identified in Attachment G of the SOW

**MCSO responsibilities:**

- Use and monitor the CAD system in a production environment
- Maintain log of problems found
- Contact Intergraph personnel in a timely manner in the event of system problems or failures
- Begin system monitoring in support of the Extended Warranty period

**Completion Criteria:**



This task is considered complete after the CAD/MPS Subsystem successfully passes the 30-day Reliability Test per the Acceptance Test Plan in Attachment G.

---

### **35. REPORTING CONSULTING**

Intergraph will provide four (4) days of collaborative on-site consulting to enhance MCSO's report development capabilities. Intergraph introduced the available CAD reporting functionality during the I/CAD Schema and Reports Overview, after which MCSO began the creation of MCSO-specific reports. The objective of this task is further enable MCSO to create its own reports using available tools. As such, MCSO participants must have been sufficiently involved in the CAD Staging and Configuration phases to understand what data is available to be used in reports. After this consulting session, it is the responsibility of MCSO to create any custom reports essential to operations.

#### **Intergraph Team Participation:**

- CAD Lead
- Project Manager

#### **MCSO Team Participation:**

- CAD Core Team
- Project Manager

#### **Prerequisites:**

- Completion of the Intergraph I/CAD Database Schema and Reports Overview Session (IPST2009)
- Completion of I/Incident Analysis End-User Training (IPST6002)
- Completion of I/Incident Analysis Configuration and Administration (IPST6001)

#### **Deliverables:**

- On-site consulting services for reporting
- Recommendation Report

#### **Intergraph responsibilities:**

- Provide four (4) days of consulting services
- Assist MCSO in developing customized reports
- Provide a Report Recommendation Report, which includes the types of reports MCSO may want to consider for future development

#### **MCSO responsibilities:**

- Ensure availability of appropriate MCSO personnel
- Provide training room with projector, white board and remote access to MCSO network
- Provide database access to the servers where MCSO-developed functional reports reside

- Provide samples of all reports deemed essential to operations for internal requests
- Provide reports created after completion of the I/CAD Database Schema and Reports Overview Session
- Prioritize the reports deemed essential to operations

**Completion Criteria:**

This task is considered complete at the conclusion of the workshop and the delivery of the Report Recommendation Report.

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### **36. MPS REASSESSMENT (IPST2007)**

After the MPS has been operational for at least 30 days, Intergraph will provide one (1), four (4) day MPS Reassessment session each for the police and fire departments. The objective of these sessions is to review the original design of the MPS client build in conjunction with the current department operations. During the sessions, Intergraph will review and discuss:

- Existing utilities
- New utilities
- GUI or other configuration changes
- Customized training or retraining of specific areas

Prior to the Reassessment Sessions, MCSO should be prepared with a list of issues, questions and concerns. Ideally, MCSO will provide the list to Intergraph a week before the Sessions begin.

Based on a review of operations and feedback from MCSO, Intergraph will make recommendations as to any configuration changes that would enhance the operation of the MPS system. Depending on the scope and complexity of the recommendations, Intergraph may be able to complete the modifications during the on-site week. If MCSO desires modifications that cannot be completed during the on-site reassessment session, Intergraph will document the desired modifications and provide MCSO with a quote for services to complete the modifications.

After the Reassessment Sessions, Intergraph will provide MCSO with a MPS Reassessment Report documenting actions taken and a plan for resolving additional items identified during the Sessions.

**Intergraph Team Participation:**

- Interface Lead
- Trainers

**MCSO Team Participation:**

- Mobile Subject Matter Experts
- Project Manager

**Prerequisites:**

- MPS System cutover into production
- Completion of CAD/MPS 30-Day Reliability Test (or earlier at the discretion of MCSO)

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**Deliverables:**

- Intergraph on-site consulting services for one (1) MPS Reassessment Session (IPST2007) for law enforcement and one (1) for fire
- MPS Reassessment Report of actions taken and a plan for resolution of additional items identified during the Reassessment Sessions

**Intergraph responsibilities:**

- Provide MPS Reassessment Sessions
- Assess MPS operations in MCSO's environment
- Provide recommendations for workflow streamlining and data enhancement
- Provide MPS Reassessment Reports

**MCSO responsibilities:**

- Ensure appropriate MCSO personnel attend training
- Develop a list of items and process issues to be reviewed and deliver this to Intergraph at least one (1) week prior to the MPS Reassessment session

**Completion Criteria:**

This task is considered complete at the conclusion of the MPS Reassessment sessions and the delivery of the MPS Reassessment Reports.

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**37. CAD REASSESSMENT (IPST2006)**

After CAD has been in operational status for at least 30 days, Intergraph will provide one (1) four (4) day CAD Reassessment session. The objective of these sessions is to review the original design of CAD configuration in conjunction with the current department operations. During the sessions, Intergraph will review and discuss:

- Review of existing utilities
- Instruction on new utilities
- Use of existing functionality to optimize center operations
- GUI, command line, or other configuration changes
- Customized training or retraining of specific areas
- Department operations

Prior to the Reassessment Session, MCSO should be prepared with a list of issues, questions and concerns. Ideally, MCSO will provide the list to Intergraph a week before the Sessions begin.

Based on a review of operations and feedback from MCSO, Intergraph will make recommendations as to any configuration changes that would enhance the operation of the CAD system. Depending on the scope and complexity of the recommendations, Intergraph may be able to complete the modifications during the on-site week. If MCSO desires modifications that Intergraph cannot complete during the on-site reassessment session, Intergraph will document the desired modifications and provide MCSO with a quote for services to complete the modifications.

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After the Reassessment Session, Intergraph will provide MCSO with a CAD Reassessment Report documenting actions taken and a plan for resolution of additional items identified during the Sessions.

**Intergraph Team Participation:**

- CAD Lead
- Trainers

**MCSO Team Participation:**

- CAD Core Team
- Project Manager

**Prerequisites:**

- CAD System cutover into production
- Completion of CAD/MPS 30-Day Reliability Test (or earlier at the discretion of MCSO)

**Deliverables:**

- Intergraph on-site consulting services for one (1) CAD Reassessment Session (IPST 2006)
- CAD Reassessment Report of actions taken and a plan for resolution of additional items identified during the Reassessment Session

**Intergraph responsibilities:**

- Conduct one (1) CAD Reassessment Session
- Assess CAD operations in MCSO's environment.
- Provide recommendations for workflow streamlining and data enhancement
- Provide CAD Reassessment Report

**MCSO responsibilities:**

- Ensure appropriate MCSO personnel attend training.
- Develop list of items and process issues to be reviewed and deliver this to Intergraph at least one week prior to the CAD Reassessment session.

**Completion Criteria:**

This task is considered complete at the conclusion of the one (1) MPS Reassessment session and the delivery of the CAD Reassessment Report.

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## ***38. CAD/MPS PROJECT CLOSURE***

During this task, Intergraph and MCSO project managers will review project activities and deliverables, and mutually agree that all CAD- and MPS-related items purchased under the Agreement have been delivered and are operational, all CAD- and MPS-specific tasks are complete, major issues identified in use of the System in production have been corrected and all Payment Milestones to-date have been met.

**Intergraph Team Participation:**

- Project Manager

**MCSO Team Participation:**

- Project Manager

**Prerequisites:**

- Completion of Statement of Work CAD Implementation Tasks

**Deliverables:**

- Intergraph remote services

**Intergraph responsibilities:**

- Verify with MCSO Project Manager that all CAD and MPS-related items purchased under the Contract have been delivered and are operational, all CAD and MPS specific tasks are complete, Intergraph has resolved all P1 and P2 issues and all Payment Milestones to-date have been met.

**MCSO responsibilities:**

- Verify that all CAD and MPS-related items purchased under the Contract have been delivered and are operational, all CAD and MPS specific tasks are complete, Intergraph has resolved all P1 and P2 issues and all Payment Milestones to-date have been met.
- Ensure the payment of all invoices for Payment Milestones that have been met to-date

**Completion Criteria:**

This task is considered complete upon verification by the Intergraph and MCSO project managers that all CAD/MPS/Interface related items purchased under the Agreement have been delivered and are operational, Statement of Work CAD Implementation are complete, Intergraph has resolved all P1 and P2 errors, and all Payment Milestones to-date have been met.



**Pricing for Marin County, CA  
Valid through 6/17/2014**

CAD/Mobile			US\$	US\$	US\$
Item Description By Functional Use	Purpose	Qty	Unit Price	Total Price	Software Maint.
<b>PRODUCTION SITE - VIRTUAL SERVER ENVIRONMENT</b>					
<b>Production Site Host Server Hardware</b>					
Windows Server 2012 Standard with downgrade rights to Windows Server 2008 R2 Standard Edition 64-bit	Production Site Host Server and Virtual Machine Operating System Software	5	\$ 1,166	\$ 5,830	
<b>CAD Database Server #1 - Virtual Server</b>					
Microsoft SQL Server 2012 ENT Edition RUNTIME - 2 core pack (7LQ-00001)	Relational Database Management Software (RDBMS)	6	\$ 6,869	\$ 41,214	\$ 7,128
I/Executive High Availability (IPS0001HA)	Monitors CAD system transactions. Includes ANI/ALI	1	\$ 73,459	\$ 73,459	\$ 16,164
<b>CAD Database Server #2 - Virtual Server</b>					
Microsoft SQL Server 2012 ENT Edition RUNTIME - 2 core pack (7LQ-00001NC)	Relational Database Management Software (RDBMS)	6	Included at no additional cost		
Microsoft Visual Studio 2012 Professional Edition (with downgrade rights to VS 2010 PE) (msvisualst)		1	\$ 840	\$ 840	
<b>Interface / Communications Server #1 - Virtual Server</b>					
ANI-ALI (Included with I/Executive)	Automatic Number Identification / Automatic Location Identification	1	Included at no additional cost		
Master Clock Interface		1	Included at no additional cost		
ProQA Interface (Included with I/Dispatcher)		1	Included at no additional cost		
I/Informer License (IPS0004-A)	Allows query to external interfaces	1	\$ 24,486	\$ 24,486	\$ 4,728
Custom Services for I/Informer to Interface to CLETS Message Switch (IPS0004-B)	State Message Switch	1	\$ 20,196	\$ 20,196	\$ 4,039
I/CAD Message Suite for California State Switch (IPS0004CAC)	Interface supporting query to External Databases	1	\$ 31,500	\$ 31,500	\$ 6,948
Custom Services for I/Informer to Interface from CAD to Sunridge RMS (RIMS) (IPS0004-C)	SunRidge RMS	1	\$ 13,464	\$ 13,464	\$ 2,693
Custom Services for I/Informer to CAL-Photo/DMV (IPS0004-D)	CAL-Photo/DMV	1	\$ 33,660	\$ 33,660	\$ 6,732
I/Page (IPS0012)	Interfaces to paging controller for alphanumeric messages or tonal pages to designated pagers	1	\$ 22,260	\$ 22,260	\$ 4,284
I/Telephone Device for Deaf (IPS0018)	Positron Power911	1	\$ 11,130	\$ 11,130	\$ 2,160
I/FRMS-CADlink (IPS0048)	FirePoint RMS	1	\$ 11,130	\$ 11,130	\$ 2,160
I/FRMS-CADlink (IPS0048-1)	Firehouse RMS	1	\$ 11,130	\$ 11,130	\$ 2,160
I/FRMS-CADlink (IPS0048-2)	Vision Fire RMS	1	\$ 11,130	\$ 11,130	\$ 2,160
I/CADLink to RMS (IPS0051)	CAD to Tiburon RMS	1	\$ 11,130	\$ 11,130	\$ 2,160
I/CADLink to RMS (IPS0051-1)	Amber Alerting System	1	\$ 11,130	\$ 11,130	\$ 2,160
I/CADLink to RMS (IPS0051-2)	PCR (Patient Care Reporting) Interface	1	\$ 11,130	\$ 11,130	\$ 2,160



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CAD/Mobile			US\$	US\$	US\$
Item Description By Functional Use	Purpose	Qty	Unit Price	Total Price	Software Maint.
I/Fire Station Alerting (IPS0052)	MOSCAD	1	\$ 11,130	\$ 11,130	\$ 2,160
Voice Recorder - CAD Database Vendor View (IPSCADCUST-2)		1	\$ 6,732	\$ 6,732	
CAD Nested Queries (IPSCADCUST-3)		1	\$ 20,196	\$ 20,196	\$ 4,039
Informer Transactions from Mobile Responder (IPSCADCUST-4)		1	\$ 6,732	\$ 6,732	\$ 1,346
<b>Mobile Data Server - Virtual Server</b>					
Intergraph Mobile Responder Server (1-250 users) Bundle (SBND3206L)		1	\$ 20,000	\$ 20,000	\$ 4,404
I/Mobile Data Terminal (IPS0009)		1	\$ 48,972	\$ 48,972	\$ 9,456
I/Tracker (IPS0015)		1	\$ 27,825	\$ 27,825	\$ 5,352
<b>CAD Archive / Reports / Web Application Server - Virtual Server</b>					
Microsoft SQL Server 2012 STD Edition RUNTIME - 2 core pack (7RQ-00003)	Relational Database Management Software (RDBMS)	6	\$ 1,846	\$ 11,076	\$ 1,944
I/Backup - No Cost License (IPS0035NC)	Facilitates backup of the CAD database to this tertiary server	1	Included at no additional cost		
I/NetViewer - 5 concurrent users (IPS0042)	10 total concurrent user licenses	2	\$ 11,130	\$ 22,260	\$ 4,320
I/NetDispatcher - 5 concurrent users (IPS0045)		1	\$ 27,825	\$ 27,825	\$ 5,352
<b>BI Direct Application Server</b>					
BIDirect for CAD (I/ExecutiveHA) (SBND3080L)	Utilizes Archive Database	1	\$ 18,000	\$ 18,000	\$ 4,260
<b>CAD Test/Training Server - Virtual Server</b>					
Microsoft SQL Server 2012 STD Edition RUNTIME - 2 core pack (7RQ-00003)	Relational Database Management Software (RDBMS)	6	\$ 1,846	\$ 11,076	\$ 1,944
I/Executive High Availability - Test License (IPS0001HATST)		1	Included at no additional cost		
I/NetViewer - 5 concurrent users - Test License (IPS0042TST)	10 total concurrent user licenses	2	Included at no additional cost		
I/NetDispatcher - 5 concurrent users - Test License (IPS0045TST)		1	Included at no additional cost		
<b>Interface / Communications Test/Training Server - Virtual Server</b>					
ANI-ALI (Included with I/Executive) (ANI-ALI)		1	Included at no additional cost		
Master Clock Interface (XNTP)		1	Included at no additional cost		
ProQA Interface (Included with I/Dispatcher) (PQA)		1	Included at no additional cost		
I/Mobile Data Terminal - Test License (IPS0009TST)		1	Included at no additional cost		
I/Tracker - Test License (IPS0015TST)		1	Included at no additional cost		
<b>SAN Management Server (KVM Pull-out equipped)</b>					
Windows Server 2012 Standard with downgrade rights to Windows Server 2008 R2 Standard Edition 64-bit		1	\$ 1,166	\$ 1,166	

CAD/Mobile			US\$	US\$	US\$	
Item Description By Functional Use		Purpose	Qty	Unit Price	Total Price	Software Maint.
<b>vCenter Server - Production Site - Virtual Server</b>						
Microsoft SQL Server 2008 R2 Express (Download)	Relational Database Management Software (RDBMS)	1	Included at no additional cost			
VMware vCenter Server Standard for vSphere 5 - ( v. 5 4,180.61) - license - Per Instance (includes Production Support / Subscription for vCenter Server 5 Standard for vSphere 5 for 3 years)		1	\$ 12,839	\$ 12,839		
<b>DISASTER RECOVERY ENVIRONMENT</b>						
<b>Disaster Recovery Site Host Server Hardware</b>						
Windows Server 2012 Standard with downgrade rights to Windows Server 2008 R2 Standard Edition 64-bit	Disaster Recovery Site Host Server and Virtual Machine Operating System Software	2	\$ 1,166	\$ 2,332		
<b>Disaster Recovery CAD Backup Server - Virtual Server</b>						
Microsoft SQL Server 2012 STD Edition RUNTIME - 2 core pack (7RQ-00003)	Relational Database Management Software (RDBMS)	6	\$ 1,846	\$ 11,076	\$ 1,944	
I/Executive High Availability - Backup License (IPS0001HABCK)		1	Included at no additional cost			
I/NetViewer - 5 concurrent users - Backup License (IPS0042BCK)		2	Included at no additional cost			
I/NetDispatcher - 5 concurrent users - Backup License (IPS0045BCK)		1	Included at no additional cost			
<b>Disaster Recovery Interface / Communications Backup Server (Cold Standby) - Virtual Server</b>						
ANI-ALI (Included with I/Executive)		1	Included at no additional cost			
Master Clock Interface		1	Included at no additional cost			
ProQA Interface (Included with I/Dispatcher)		1	Included at no additional cost			
I/Informer Backup License (IPS0004-ABCK)		1	Included at no additional cost			
Custom Services for I/Informer to Interface to CLETS Message Switch - Backup License (IPS0004-BBCK)		1	Included at no additional cost			
Custom Services for I/Informer to Interface from CAD to Sunridge RMS (RIMS) - Backup License (IPS0004-CBCK)		1	Included at no additional cost			
Custom Services for I/Informer to CAL-Photo/DMV - Backup License (IPS0004-DBCK)		1	Included at no additional cost			
I/Page - Backup License (IPS0012BCK)		1	Included at no additional cost			
I/Telephone Device for Deaf - Backup License (IPS0018BCK)		1	Included at no additional cost			
I/FRMS-CADlink - Backup License (IPS0048BCK)		3	Included at no additional cost			
I/CADLink NL - Backup License (IPS0051BCK)		3	Included at no additional cost			
I/Fire Station Alerting - Backup License (IPS0052BCK)		1	Included at no additional cost			
<b>Disaster Recovery Mobile Data Backup Server - Virtual Server</b>						
I/Mobile Data Terminal - Backup License (IPS0009BCK)		1	Included at no additional cost			
I/Tracker - Backup License (IPS0015BCK)		1	Included at no additional cost			



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CAD/Mobile			US\$	US\$	US\$
Item Description By Functional Use	Purpose	Qty	Unit Price	Total Price	Software Maint.
<b>CLIENT ENVIRONMENT</b>					
<b>I/CAD Calltaker/Dispatcher Workstations</b>					
Dell Precision T1650 Dual Core; 8GB RAM; Single 16x DVD-ROM; 500GB SATA Drive; 512MB NVIDIA Quadro NVS 300, 4MON; Broadcom Single Port Ethernet 10/100/1000 Network Card; 16x DVD-ROM; Integrated 2.1 Channel Audio Sound Card; Windows® 7 Professional; Three (3) Dell Professional 19in LED Monitor, 5 year PP Limited Hardware Warranty; 5 year PP ProSupport with Mission Critical Package: 4-hour, 7x24 Onsite Service After Remote Diagnosis	I/CAD Calltaker/Dispatcher Workstations	28	Customer Furnished		
I/Dispatcher (IPS0002)	Dispatcher software. Provides calltaking and dispatching functionality.	28	\$ 18,365	\$ 514,220	\$ 99,120
<b>I/CAD Administrator / Map Maintenance Workstations</b>					
Dell Precision T1650 Dual Core; 8GB RAM; Single 16x DVD-ROM; 500GB SATA Drive; 512MB NVIDIA Quadro NVS 300, 4MON; Broadcom Single Port Ethernet 10/100/1000 Network Card; 16x DVD-ROM; Integrated 2.1 Channel Audio Sound Card; Windows® 7 Professional; Two (2) Dell Professional 19in LED Monitor, 5 year PP Limited Hardware Warranty; 5 year PP ProSupport with Mission Critical Package: 4-hour, 7x24 Onsite Service After Remote Diagnosis	I/CAD Administrator / Map Maintenance Workstations	1	Customer Furnished		
I/Dispatcher - Test License (IPS0002TST)	Dispatcher software. Provides calltaking and dispatching functionality.	1	Included at no additional cost		
Map Administration Utility (IPS0082)		1	\$ 10,500	\$ 10,500	\$ 2,208
I/MapEditor CC with GeoMedia Pro CC (SBND2792L)		1	\$ 16,507	\$ 16,507	\$ 3,396
FME Intergraph Edition CC - First License (SJBX911AA-A)		1	\$ 8,700	\$ 8,700	
I/Incident Analyst CC w/GeoMedia Advantage CC (SBND6106L)		1	\$ 9,816	\$ 9,816	\$ 2,088
<b>I/CAD Disaster Recovery Backup Workstations</b>					
Dell Precision T1650 Dual Core; 8GB RAM; Single 16x DVD-ROM; 500GB SATA Drive; 512MB NVIDIA Quadro NVS 300, 4MON; Broadcom Single Port Ethernet 10/100/1000 Network Card; 16x DVD-ROM; Integrated 2.1 Channel Audio Sound Card; Windows® 7 Professional; Three (3) Dell Professional 19in LED Monitor, 5 year PP Limited Hardware Warranty; 5 year PP ProSupport with Mission Critical Package: 4-hour, 7x24 Onsite Service After Remote Diagnosis	I/CAD Disaster Recovery Backup Workstations	4	Customer Furnished		
I/Dispatcher - Backup License (IPS0002BCK)	Dispatcher software. Provides calltaking and dispatching functionality.	4	Included at no additional cost		

**Pricing for Marin County, CA**  
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CAD/Mobile			US\$	US\$	US\$
Item Description By Functional Use	Purpose	Qty	Unit Price	Total Price	Software Maint.
<b>Mobile Data Computers</b>					
Ruggedized w/Touchscreen; Intel Core-2 Duo Processor; 4GB RAM; 80GB Hard Disk; 1024x768, 256 color monitor, with graphics card; Floppy, 10x CD; Gigabit Ethernet Port	Mobile Data Computers	198	Customer Furnished		
Mobile for Public Safety - Concurrent User License (IPS0080)	Concurrent License	75	\$ 1,113	\$ 83,475	\$ 18,000
Intergraph Mobile Responder Client - 100 Tablet CALs (IPS3204B)		1	\$ 22,500	\$ 22,500	\$ 4,956
Intergraph Mobile Responder Client - 10 Smartphone CALs (IPS3205A)		1	\$ 2,000	\$ 2,000	\$ 444
Easy Street Draw V.5.2 (Enterprise Site License) based on 330 Sworn Officers - includes 12 months of Software Maintenance		1	\$ 33,025	\$ 33,025	\$ 7,054
<b>Services</b>					
Project Management Services		1	\$ 224,890	\$ 224,890	
CAD Implementation Services		1	\$ 220,023	\$ 220,023	
CAD Interfaces Implementation Services		1	\$ 172,229	\$ 172,229	
Mapping Implementation Services		1	\$ 29,499	\$ 29,499	
BI Direct Implementation Services		1	\$ 7,213	\$ 7,213	
Mobile Responder Implementation Services		1	\$ 14,586	\$ 14,586	
<b>Training Services</b>					
I/CAD Essentials for Core Team (IPST2001)		1	\$ 11,202	\$ 11,202	
I/CAD Reassessment (IPST2006)		1	\$ 9,743	\$ 9,743	
I/CAD Database Schema and Reports Overview (IPST2009)		1	\$ 8,284	\$ 8,284	
I/CAD Essentials for Trainers (IPST2011)		2	\$ 9,743	\$ 19,486	
I/NetViewer - I/NetDispatcher for Trainers (IPST2404)		1	\$ 6,825	\$ 6,825	
I/CAD System Administration & Maintenance Essentials (IPST9003)		1	\$ 9,743	\$ 9,743	
Map Fundamentals Workshop for I/CAD Systems (IPST1002)		1	\$ 8,284	\$ 8,284	
Map Basics for I/CAD Systems (IPST8001)		1	\$ 9,743	\$ 9,743	
Map Maintenance for I/CAD Systems (IPST8003)		1	\$ 9,743	\$ 9,743	
Map Roll Consulting for I/CAD Systems (IPST8004)		1	\$ 9,743	\$ 9,743	
MPS Reassessment (IPST2007)		2	\$ 11,202	\$ 22,404	
MPS Workflow and Configuration Workshop 1 (IPST2502)		2	\$ 11,202	\$ 22,404	
MPS Workflow and Configuration Workshop 2 (IPST2502)		2	\$ 11,202	\$ 22,404	
MPS Workflow and Configuration Workshop 3 (IPST2502)		2	\$ 11,202	\$ 22,404	
MPS for Trainers (IPST2503)		2	\$ 6,825	\$ 13,650	
I/Incident Analyst Configuration and Administration (IPST6001)		1	\$ 9,743	\$ 9,743	
I/Incident Analyst User Training (IPST6002)		1	\$ 6,825	\$ 6,825	
CAD BI Direct Sys Admin Training (IPST7008)		1	\$ 5,366	\$ 5,366	



**Pricing for Marin County, CA  
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CAD/Mobile			US\$	US\$	US\$
Item Description By Functional Use	Purpose	Qty	Unit Price	Total Price	Software Maint.
CAD BI Direct User Training (IPST7009)	occurs same week as BI-Direct Sys Admin Training	1	\$ 4,377	\$ 4,377	
<b>Shipping, Installation, Bonds, Escrow, Insurance, Warranty</b>					
Shipping and Insurance		1	\$ 200	\$ 200	
Escrow Administration fee per year		1	\$ 1,000	\$ 1,000	\$ 500
<b>TOTAL SYSTEM BASE PRICE:</b>					
<b>Sub-Total Exclusive of Discount, Extended Warranty, Maintenance, Options &amp; Taxes</b>				<b>\$ 2,206,812</b>	<b>\$ 252,123</b>
<i>One Time System Discount</i>	<i>for initial purchase only</i>	1		<i>\$ (606,812)</i>	
<b>Sub-Total Exclusive of Extended Warranty, Maintenance, Options &amp; Taxes</b>				<b>\$ 1,600,000</b>	<b>\$ 252,123</b>
Intergraph First Year Software Maintenance (Extended Software Warranty)		1		\$ 228,346	
<i>Discount on Intergraph First Year Software Maintenance (Extended Warranty)</i>		1		<i>\$ (22,835)</i>	
MS SQL First Year Software Maintenance (Extended Software Warranty)		1		\$ 12,960	
Other Third-Party First Year Maintenance (Extended Software Warranty)		1		\$ 10,818	
<b>Grand Total Exclusive of Taxes</b>				<b>\$ 1,829,289</b>	
Estimated California State Sales Taxes				\$ 154,670	
<b>Grand Total Inclusive of Taxes</b>				<b>\$ 1,983,958</b>	
Second Year Software Maintenance after warranty		1		\$ 240,754	
Third Year Software Maintenance after warranty		1		\$ 252,791	
Fourth Year Software Maintenance after warranty		1		\$ 265,431	
Fifth Year Software Maintenance after warranty		1		\$ 278,702	
<b>Total for Additional Four Years' Maintenance after Extended Warranty</b>				<b>\$ 1,037,678</b>	



**Pricing for Marin County, CA  
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CAD/Mobile			US\$	US\$	US\$
Item Description By Functional Use	Purpose	Qty	Unit Price	Total Price	Software Maint.
<b>Options:</b>					
(Project management services are not included and implementation services are estimated. Third party product prices are valid for only 90 days. Intergraph can provide a fixed quote when optional items are selected.)					
<b>Optional Intergraph Services:</b>					
Hardware Staging & Installation Services		1	\$ 32,899	\$ 32,899	
<b>Optional Interface/Communications Server #2 - Redundant (Virtual Production Environment):</b>					
ANI-ALI (Included with I/Executive) (ANI-ALI)		1	Included at no additional cost		
Master Clock Interface (XNTP)		1	Included at no additional cost		
ProQA Interface (Included with I/Dispatcher) (PQA)		1	Included at no additional cost		
I/Informer Redundant License (IPS0004-ARDT)		1	\$ 17,140	\$ 17,140	\$ 3,312
Custom Services for I/Informer to Interface to CLETS Message Switch - Redundant License (IPS0004-BRDT)		1	Included at no additional cost		
Custom Services for I/Informer to Interface from CAD to Sunridge RMS (RIMS) - Redundant License (IPS0004-CRDT)		1	Included at no additional cost		
Custom Services for I/Informer to CAL-Photo/DMV - Redundant License (IPS0004-DRDT)		1	Included at no additional cost		
I/Page - Redundant License (IPS0012RDT)		1	\$ 15,582	\$ 15,582	\$ 3,000
I/Telephone Device for Deaf - Redundant License (IPS0018RDT)	Positron Power911	1	\$ 7,791	\$ 7,791	\$ 1,500
I/CADLink NL - Redundant License (IPS0051RDT)		3	\$ 7,791	\$ 23,373	\$ 4,536
Voice Recorder - CAD Database Vendor View (IPSCADCUST-2)		1	Included at no additional cost		
I/Mobile Data Terminal - Redundant License (IPS0009RDT)		1	\$ 34,280	\$ 34,280	\$ 6,612
I/Tracker - Redundant License (IPS0015RDT)		1	\$ 19,478	\$ 19,478	\$ 3,768
<b>Optional BAIR Analytics Products and Services:</b>					
BAIR Analytics - ATAC Workstation Software (includes Standard Technical Support of 2 Telephone Support calls and 30 days of Email Support starting after the completion of installation)		16	\$ 2,850	\$ 45,600	
BAIR Analytics - ATACRAIDS-Annual fee based on sworn officers (Annual ATACRAIDS fee includes software upgrades and technical support for the Translation Software)		1	\$ 9,600	\$ 9,600	\$ 9,600
BAIR Analytics - RAIDS Online (online crime map and analytics dashboard) Provided at no cost		1	Provided at no additional cost		
BAIR Analytics - Translation Service - Automated extraction of offense data into the ATAC Analytical Structure (Implementation Fee) (Translation Software provided at no cost)		1	\$ 7,500	\$ 7,500	

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CAD/Mobile			US\$	US\$	US\$
Item Description By Functional Use	Purpose	Qty	Unit Price	Total Price	Software Maint.
BAIR Analytics - Upgrade and Technical Support Plan (Each UTSP covers one (1) ATAC Workstation License and/or one (1) Translation Software License and data extraction. The 12-month support term starts after the completion of installation.)		16	\$ 849	\$ 13,584	\$ 13,584
BAIR Analytics - Tactical Crime Analysis using ATAC Workstation Training - On-Site (20 Students) includes Travel Costs		1	\$ 7,245	\$ 7,245	
<b>Optional Hardware :</b>					
Dell PowerEdge R620 – Two 12-Core Processors; 192GB RDIMM RAM; vSphere EnterprisePlus v5, 2 Licenses; Dual 1GB Internal SD Cards for OS; DVD-ROM Combo Drive; Quad Port 1GB NIC; Qlogic 2562 Dual Channel 8Gb Optical Fibre Channel HBA; Dual Redundant Power Supplies; 5 year Pre-Paid ProSupport and Mission Critical Package (4-hours 7x24 on-site support)	Production Site Host Server Hardware	3	\$ 26,286	\$ 78,858	
EMC VNX 5400 (SAN) 70x300GB Drives for CAD **(14x300GB Drives for BI Option if selected)** 4x300GB Drives for Spares 16x600GB Drives for VMWare 3x600GB Drives for Spares 3 SSD Drives for Fast Cache 2 Fiber channel switches with 16 ports licensed per switch	Production Site SAN	1	\$ 176,881	\$ 176,881	
Dell 4220 42U Rack with Doors and Side Panels; PDU, 24A (qty 4); 1U KMM Console with Touchpad Keyboard and 18.5-inch LCD; PowerEdge 2161AD - KVM 16 Port Analog Switch; USB Server Interface Pod, includes CAT 5 Cables (Qty 16); 5 YR Business Hours (5X10) Next Business Day Parts Delivery; 5 YR Dell Hardware Limited Warranty Extended	Production Site Rack	1	\$ 5,565	\$ 5,565	
Dell PowerEdge R720xd – Two 8-Core Processors; 128GB RDIMM RAM; Twenty-four (24) 300GB 15K RPM SAS HD; vSphere EnterprisePlus v5, 2 CPU License; Dual 1GB Internal SD Cards for OS; DVD-ROM Combo Drive; Quad Port 1GB NIC; Dual Redundant Power Supplies; 5 year Pre-Paid ProSupport and Mission Critical Package (4-hours 7x24 on-site support)	Disaster Recovery Site Host Server Hardware	1	\$ 33,999	\$ 33,999	
Dell 4220 42U Rack with Doors and Side Panels; PDU, 24A (qty 4); 1U KMM Console with Touchpad Keyboard and 18.5-inch LCD; PowerEdge 2161AD - KVM 16 Port Analog Switch with 1, 8-port expansion modules; USB Server Interface Pod, includes CAT 5 Cables (Qty 16); 5 YR Business Hours (5X10) Next Business Day Parts Delivery; 5 YR Dell Hardware Limited Warranty Extended	Disaster Recovery Site Rack	1	\$ 5,565	\$ 5,565	

**Pricing for Marin County, CA  
Valid through 6/17/2014**

CAD/Mobile			US\$	US\$	US\$	
Item Description By Functional Use		Purpose	Qty	Unit Price	Total Price	Software Maint.
<b>Optional Business Intelligence Premium Solution (Virtual Production Environment):</b>						
Microsoft SQL Server 2012 ENT Edition RUNTIME - 2 core pack (7LQ-00001)	Relational Database Management Software (RDBMS)	1	\$ 6,869	\$ 6,869	\$ 1,188	
Intergraph Reporting & Analysis Data Foundation (I/CAD) (IPS200029)		1	\$ 25,000	\$ 25,000	\$ 5,796	
Business Objects Crystal Reports 2008 (IPS2105)		4	\$ 240	\$ 960	\$ 336	
Business Objects XCelsius Enterprise (IPS2108)		2	\$ 1,220	\$ 2,440	\$ 576	
Intergraph Web Report Viewer & WebI for PS - 20 CC (SBND3120L)		1	\$ 168,120	\$ 168,120	\$ 42,024	
Business Intelligence Premium Implementation Services - CAD		1	\$ 17,034	\$ 17,034		
BI SysAdmin Training (IPST6004) - CAD		1	\$ 9,743	\$ 9,743		
BI User Training (IPST6005) - CAD		1	\$ 9,743	\$ 9,743		
BI Initial CAD Consultation (Pre Implementation Workshop - IPST6006) - CAD		1	\$ 8,284	\$ 8,284		
BI Reports CAD Consultation (Post Implementation Workshop - IPST6007) - CAD		1	\$ 8,284	\$ 8,284		
<b>Optional CAD Training Server (Virtual Production Environment):</b>						
Microsoft SQL Server 2012 STD Edition RUNTIME - 2 core pack (7RQ-00003)	Relational Database Management Software (RDBMS)	4	\$ 1,846	\$ 7,384	\$ 1,296	
I/Executive High Availability - Training License (IPS0001HATRNL)		1	\$ 36,729	\$ 36,729	\$ 16,164	
I/NetViewer - 5 concurrent users - Training License (IPS0042TRNL)		2	\$ 5,565	\$ 11,130	\$ 4,320	
I/NetDispatcher - 5 concurrent users - Training License (IPS0045TRNL)		1	\$ 13,913	\$ 13,913	\$ 5,352	
<b>Optional CAD Interface/Communications Training Server (Virtual Production Environment):</b>						
ANI-ALI (Included with I/Executive) (ANI-ALI)		1	Included at no additional cost			
Master Clock Interface (XNTP)		1	Included at no additional cost			
ProQA Interface (Included with I/Dispatcher) (PQA)		1	Included at no additional cost			
I/Mobile Data Terminal - Training License (IPS0009TRNL)		1	\$ 24,486	\$ 24,486	\$ 9,456	
I/Tracker - Training License (IPS0015TRNL)		1	\$ 13,913	\$ 13,913	\$ 5,352	
<b>Optional Hot Backup - Disaster Recovery Software (Virtual Production Environment):</b>						
I/Informer Redundant License (IPS0004-ARDT)		1	\$ 17,140	\$ 17,140	\$ 3,312	
Custom Services for I/Informer to Interface to CLETS Message Switch - Redundant License (IPS0004-BRDT)		1	Included at no additional cost			
Custom Services for I/Informer to Interface from CAD to Sunridge RMS (RIMS) - Redundant License (IPS0004-CRDT)		1	Included at no additional cost			
Custom Services for I/Informer to CAL-Photo/DMV - Redundant License (IPS0004-DRDT)		1	Included at no additional cost			
I/Mobile Data Terminal - Redundant License (IPS0009RDT)		1	\$ 34,280	\$ 34,280	\$ 6,612	
I/Tracker - Redundant License (IPS0015RDT)		1	\$ 19,478	\$ 19,478	\$ 3,768	










**Pricing for Marin County, CA  
Valid through 6/17/2014**

CAD/Mobile			US\$	US\$	US\$
Item Description By Functional Use	Purpose	Qty	Unit Price	Total Price	Software Maint.
I/Page - Redundant License (IPS0012RDT)		1	\$ 15,582	\$ 15,582	\$ 3,000
I/Telephone Device for Deaf - Redundant License (IPS0018RDT)		1	\$ 7,791	\$ 7,791	\$ 1,500
I/CADLink NL - Redundant License (IPS0051RDT)		3	\$ 7,791	\$ 23,373	\$ 4,536
<b>Optional Other Third Party Products and Services:</b>					
Windows Server 2012 Standard with downgrade rights to Windows Server 2008 R2 Standard Edition 64-bit	Production Site Host Server and Virtual Machine Operating System Software for Optioned Virtual Machines	4	\$ 1,166	\$ 4,664	

**Notes:**

1. Intergraph requires Maintenance to be paid yearly in advance and an uplift is applied if not paid in advance.
2. It is the responsibility of the customer to supply all Microsoft Client Access Licenses (CALs), and to maintain compliancy with Microsoft's licensing policies for Client Access Licenses.
3. Unless otherwise noted, project management services, implementation services and software maintenance ARE NOT included in option pricing. Pricing for Intergraph products and services herein in Exhibit B (excluding hardware and third-party products) is valid through July 1, 2015. Intergraph can provide a fixed quote when optional items are selected.
4. Intergraph requires remote access to the customers' servers to complete the effort as quoted.
5. Estimated Sales are included and the tax rate is based on the current tax rates at time of quote.
6. Actual Interfaces installed on the test servers will be determined with the Agency as value is dependent on the agency's facilities to test the target system.

## Marin County, CA Draft Project Schedule Intergraph CAD/MPS/Mobile Responder/Interfaces

ID		Task Name	Duration	Start	Finish	Resource Names	Predecessors	ary
1		<b>Marin County SAMPLE CAD/MPS/Mobile Responder/Interfaces Implementation - Final Tasks and Dates TBD</b>	361 days	Tue 7/1/14	Thu 12/3/15			
2		<b>Contract Approval and Project Kick-off</b>	19 days	Tue 7/1/14	Mon 7/28/14			
3		<b>Contract Approved</b>	0 days	Tue 7/1/14	Tue 7/1/14			
4		<b>Overall Project Kickoff Meeting - All Subsystems</b>	19 days	Tue 7/1/14	Mon 7/28/14			
5		<b>Review of Project Implementation Schedule</b>	0.25 days	Tue 7/1/14	Tue 7/1/14	PM,IMP,Marin Cnty	3	
6		Review of Deliverables Requirements	1 day	Tue 7/1/14	Wed 7/2/14	PM,IMP,Marin Cnty	5	
7		Establish Project Organizational Structure	0.5 days	Wed 7/2/14	Wed 7/2/14	PM,Marin Cnty,IMP	6	
8		Review of Training Requirements	0.5 days	Wed 7/2/14	Thu 7/3/14	PM,Marin Cnty,IMP	7	
9		Review Interfaces and Functions	2 days	Thu 7/3/14	Tue 7/8/14	PM,Marin Cnty,NTRF	8	
10		Verify Map Source Data Availability	2 days	Wed 7/16/14	Thu 7/17/14	MAP,PM,Marin Cnty		
11		Intergraph Updates Draft Project Schedule from Project Kickoff Meeting	2 days	Fri 7/18/14	Mon 7/21/14	PM	10	
12		Submit Updated Project Schedule to Marin County for Approval	0 days	Mon 7/21/14	Mon 7/21/14	PM	11	
13		Marin County Reviews / Approves Updated Project Schedule	5 days	Tue 7/22/14	Mon 7/28/14	Marin Cnty	12	
14		<b>Milestone - Project Plan Approved</b>	0 days	Mon 7/28/14	Mon 7/28/14	Marin Cnty	13	
15		<b>CAD/MPS/Mobile Responder</b>	355 days	Mon 5/19/14	Wed 10/14/15		14	
16		<b>CAD System Design and Project Documentation</b>	147 days	Tue 7/29/14	Thu 3/5/15		14	
17		<b>Create Acceptance Test Plans (I/CAD + MPS)</b>	25 days	Tue 7/29/14	Tue 9/2/14			
18		Draft Acceptance Test Plan ( I/CAD + MPS)	15 days	Tue 7/29/14	Mon 8/18/14	PM		
19		Approve Acceptance Test Plan ( I/CAD + MPS)	10 days	Tue 8/19/14	Tue 9/2/14	Marin Cnty	18	
20		<b>Create I/CAD + MPS Cut-Over Plan</b>	25 days	Fri 1/30/15	Thu 3/5/15		135FS-90 days	
21		Draft I/CAD + MPS Cut-Over Plan	15 days	Fri 1/30/15	Thu 2/19/15	PM		
22		Approve I/CAD + MPS Cut-Over Plan	10 days	Fri 2/20/15	Thu 3/5/15	Marin Cnty	21	
23		<b>Milestone - ATP and Cutover Plans Approved</b>	0 days	Thu 3/5/15	Thu 3/5/15	Marin Cnty	22	
24		<b>Hardware Ordering / Initial COTS Software Installation</b>	25 days	Mon 7/28/14	Tue 9/2/14			
25		<b>Facility Design</b>	3 days	Mon 7/28/14	Thu 7/31/14			
26		Hardware Location Determined	0 days	Mon 7/28/14	Mon 7/28/14	Marin Cnty		
27		Provide an Equipment Location Plan	0 days	Mon 7/28/14	Mon 7/28/14	Marin Cnty	26	
28		Verify Hardware Placement	2 days	Tue 7/29/14	Wed 7/30/14	Marin Cnty	27	
29		Provide Network Connection Details	0 days	Wed 7/30/14	Wed 7/30/14	Marin Cnty	28	
30		Finalize Network Configuration	1 day	Thu 7/31/14	Thu 7/31/14	Marin Cnty	29	
31		<b>Milestone - Network Configuration Approved</b>	0 days	Thu 7/31/14	Thu 7/31/14	Marin Cnty	30	
32		<b>Order / Install Hardware and Software</b>	25 days	Tue 7/29/14	Tue 9/2/14			
33		Order Required CAD Server & Client Hardware	5 days	Tue 7/29/14	Mon 8/4/14	Marin Cnty	4	
34		Server Hardware Received On Site	0 days	Mon 8/25/14	Mon 8/25/14	Marin Cnty	33FS+15 days	



## Marin County, CA Draft Project Schedule Intergraph CAD/MPS/Mobile Responder/Interfaces

ID	Task Name	Duration	Start	Finish	Resource Names	Predecessors	ary
35	Marin County Provides IP Addresses/Node Names for Equipment	0 days	Mon 8/25/14	Mon 8/25/14	Marin Cnty	34FF	
36	Marin County Verifies System Configuration	0 days	Mon 8/25/14	Mon 8/25/14	Marin Cnty	35FF	
37	Server & Client Hardware Installed On Site	5 days	Tue 8/26/14	Tue 9/2/14	Marin Cnty	36	
38	<b>Milestone - Hardware Installation Activities Complete</b>	<b>0 days</b>	<b>Tue 9/2/14</b>	<b>Tue 9/2/14</b>		<b>37</b>	
39	<b>System Preliminary Phase</b>	<b>186 days</b>	<b>Tue 7/1/14</b>	<b>Thu 4/2/15</b>			
40	<b>Initial I/CAD Map Development</b>	<b>21 days</b>	<b>Tue 7/1/14</b>	<b>Wed 7/30/14</b>			
41	Marin County Compiles GIS Data to Intergraph Specifications	4 days	Tue 7/1/14	Fri 7/4/14	Marin Cnty		
42	Marin County Provides Translatable Map Data to Intergraph	0 days	Mon 7/7/14	Mon 7/7/14	Marin Cnty	41	
43	Intergraph Converts Data into Initial I/CAD Map (Map Build # 1)	3 days	Tue 7/8/14	Thu 7/10/14	MAP	42,37	
44	Load Initial Map in I/CAD and Test	2 days	Tue 7/29/14	Wed 7/30/14	MAP	43	
45	<b>I/CAD Interface Development</b>	<b>147 days</b>	<b>Tue 8/26/14</b>	<b>Thu 4/2/15</b>			
46	Interface Design Doc's (ICD's) Created by Intergraph	5 days	Tue 8/26/14	Tue 9/2/14	Intergraph,Marin Cnty	4FS+20 days	
47	<b>Milestone - Interface Design Doc's Approved by Marin County</b>	5 days	Wed 9/3/14	Tue 9/9/14	Marin Cnty	46	
48	<b>Interfaces Build 1</b>	<b>6.5 days</b>	<b>Wed 9/10/14</b>	<b>Thu 9/18/14</b>			
49	CAD to Tiburon RMS	0.5 days	Wed 9/10/14	Wed 9/10/14	Intergraph	47	
50	ANI/ALI, E911 Interface	0.5 days	Wed 9/10/14	Wed 9/10/14	Intergraph	49	
51	TDD Interface	0.5 days	Thu 9/11/14	Thu 9/11/14	Intergraph	50	
52	Fire Alerting Interface	0.5 days	Thu 9/11/14	Thu 9/11/14	Intergraph	51	
53	Paging Interface	0.5 days	Fri 9/12/14	Fri 9/12/14	Intergraph	52	
54	CAD Link to Amber Alerting System	0.5 days	Fri 9/12/14	Fri 9/12/14	Intergraph	53	
55	AVL	0.5 days	Mon 9/15/14	Mon 9/15/14	Intergraph	54	
56	ePCR (Patient Care Reporting) Interface	0.5 days	Mon 9/15/14	Mon 9/15/14	Intergraph	55	
57	I/MDT to MPS	0.5 days	Tue 9/16/14	Tue 9/16/14	Intergraph	56	
58	Time Interface	0.5 days	Tue 9/16/14	Tue 9/16/14	Intergraph	57	
59	Interface to FirePoint RMS	0.5 days	Wed 9/17/14	Wed 9/17/14	Intergraph	58	
60	Interface to Firehouse RMS	0.5 days	Wed 9/17/14	Wed 9/17/14	Intergraph	59	
61	Interface to Vision Fire RMS	0.5 days	Thu 9/18/14	Thu 9/18/14	Intergraph	60	
62	<b>Develop, Install and Unit Test CAD Custom Interfaces</b>	63 days	Mon 1/5/15	Thu 4/2/15			
63	<b>I/MDT to MPS for Smartphone</b>	<b>8 days</b>	<b>Mon 1/5/15</b>	<b>Wed 1/14/15</b>		<b>61</b>	
64	Configuration	3 days	Mon 1/5/15	Wed 1/7/15	Intergraph		
65	Development	5 days	Thu 1/8/15	Wed 1/14/15	Intergraph	64	
66	Voice Recorder Interface	5 days	Thu 1/15/15	Thu 1/22/15	Intergraph	65	
67	<b>I/Informer Interfaces</b>	<b>50 days</b>	<b>Fri 1/23/15</b>	<b>Thu 4/2/15</b>			
68	Interface to CLETS Message Switch	15 days	Fri 1/23/15	Thu 2/12/15	Intergraph	66	






## Marin County, CA Draft Project Schedule Intergraph CAD/MPS/Mobile Responder/Interfaces

ID	Task Name	Duration	Start	Finish	Resource Names	Predecessors	ary
69	Interface from CAD to Sunridge RMS (RIMS)	10 days	Fri 2/13/15	Thu 2/26/15	Intergraph	68	
70	DMV Photo Interface	25 days	Fri 2/27/15	Thu 4/2/15	Intergraph	69	
71	XML clipboard transfer/parsing	15 days	Fri 1/23/15	Thu 2/12/15	Intergraph	66	
72	Nested queries	15 days	Fri 2/13/15	Thu 3/5/15	Intergraph	71,61	
73	<b>CAD System Staging Phase</b>	<b>150 days</b>	<b>Mon 5/19/14</b>	<b>Fri 12/19/14</b>			
74	System Build 1	5 days	Mon 9/8/14	Fri 9/12/14	Marin Cnty,IMP	44,37	
75	Map Basics for I/CAD Systems (IPST8001)	5 days	Mon 9/15/14	Fri 9/19/14	Marin Cnty,MAP	74	
76	System Build 2	5 days	Mon 9/22/14	Fri 9/26/14	IMP,Marin Cnty	75	
77	System Build 3	5 days	Mon 10/6/14	Fri 10/10/14	Marin Cnty,IMP	76	
78	Technical Health Check	1 day	Fri 1/2/15	Fri 1/2/15	IMP	77	
79	<b>Product Familiarization / Initial Team Training</b>	<b>5 days</b>	<b>Mon 10/20/14</b>	<b>Fri 10/24/14</b>		<b>78</b>	
80	MPS System Build Workshop #1	5 days	Mon 10/20/14	Fri 10/24/14	Marin Cnty,IMP		
81	I/CAD System Administration & Maintenance Essentials (IPST9003)	4 days	Mon 10/20/14	Thu 10/23/14	Marin Cnty,TNG		
82	<b>CAD System Configuration Phase</b>	<b>180 days</b>	<b>Mon 10/20/14</b>	<b>Fri 7/10/15</b>			
83	Interim Map Build # 2	5 days	Mon 10/20/14	Fri 10/24/14	Marin Cnty,MAP	75	
84	Mobile for Public Safety Configuration Workshop #1 (IPST2502) - Police	5 days	Mon 11/3/14	Fri 11/7/14	Marin Cnty,TNG	80	
85	Mobile for Public Safety Configuration Workshop #1 (IPST2502) - Fire/EMS	5 days	Mon 11/10/14	Fri 11/14/14	Marin Cnty,TNG	84	
86	<b>Milestone: Intergraph Delivers Marin County Specific MPS Configuration Files</b>	0 days	Mon 11/17/14	Mon 11/17/14		85	
87	Mobile Responder Install (Remote)	3 days	Mon 11/17/14	Wed 11/19/14	TNG	86	
88	I/CAD Essentials for Core Team (IPST2001)	4 days	Mon 12/1/14	Thu 12/4/14	Marin Cnty,TNG	87	
89	Marin County Testing of MPS Configurations	30 days	Mon 11/17/14	Thu 1/8/15	Marin Cnty	88	
90	CAD System Configure 1	4 days	Mon 12/8/14	Fri 7/10/15	Marin Cnty,IMP	89	
91	CAD System Configure 2	2 days	Mon 12/15/14	Tue 12/16/14	Marin Cnty,IMP	90	
92	I/CAD Database Schema and Reports Overview (IPST2009)	3 days	Mon 1/5/15	Wed 1/7/15	Marin Cnty,TNG	91	
93	CAD System Configure 3	4 days	Mon 1/12/15	Thu 1/15/15	IMP	92	
94	<b>Milestone - Final CAD Configuration Approved</b>	0 days	Fri 1/30/15	Fri 1/30/15	Marin Cnty	93FS+10 days	
95	Mobile for Public Safety Configuration Workshop #2 (IPST2502) - Police	5 days	Mon 1/26/15	Fri 1/30/15	Marin Cnty,TNG	93	
96	Mobile for Public Safety Config Follow Up (Remote)	3 days	Mon 2/2/15	Wed 2/4/15		95	
97	Mobile for Public Safety Configuration Workshop #2 (IPST2502) - Fire/EMS	5 days	Mon 2/9/15	Fri 2/13/15	Marin Cnty,TNG	96	
98	MPS System Pilot - Police	10 days	Mon 2/16/15	Fri 2/27/15	Marin Cnty,IMP	97FS+10 days	
99	MPS System Pilot - Fire	10 days	Mon 2/16/15	Fri 2/27/15	Marin Cnty,IMP	97FS+10 days	
100	Mobile for Public Safety Configuration Workshop #3 (IPST2502) - Police	5 days	Mon 3/2/15	Fri 3/6/15	Marin Cnty,TNG	99FS+5 days	
101	Mobile Responder unit testing and Informer unit testing (remote)	4 days	Mon 3/9/15	Thu 3/12/15			

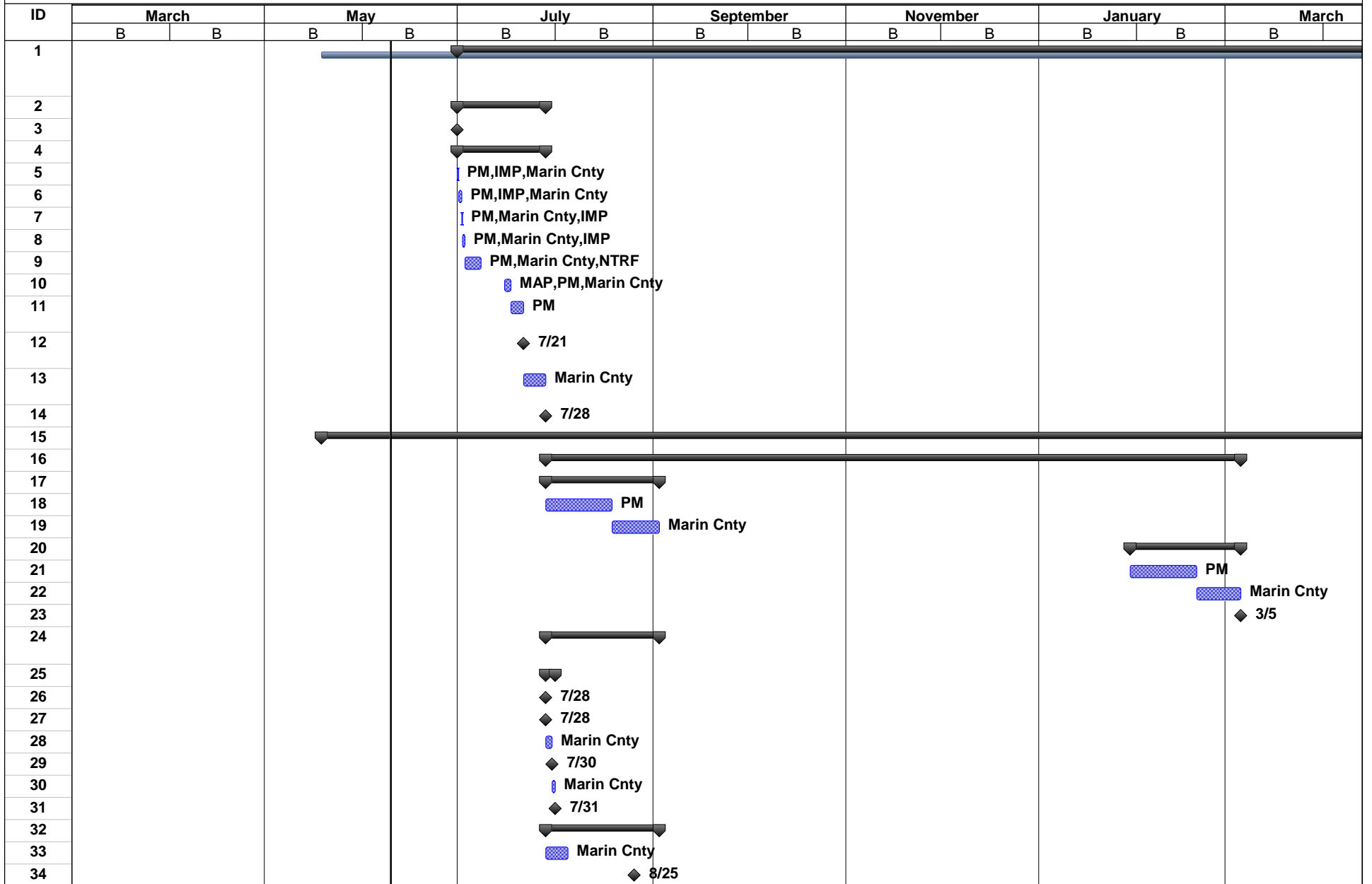
## Marin County, CA Draft Project Schedule Intergraph CAD/MPS/Mobile Responder/Interfaces

ID	Task Name	Duration	Start	Finish	Resource Names	Predecessors	ary
102	Mobile for Public Safety Configuration Workshop #3 (IPST2502) - Fire/EMS	5 days	Mon 3/16/15	Fri 3/20/15	Marin Cnty,TNG	101	
103	Milestone - Final MPS Configuration Approved	0 days	Fri 3/20/15	Fri 3/20/15	Marin Cnty	102	
104	BI Direct	60 days	Mon 2/16/15	Fri 5/8/15			
105	Installation and Unit Testing	4 days	Mon 2/16/15	Thu 2/19/15	IMP	102	
106	Business Intelligence Direct (BI Direct): System Administration Training (IPST7008)	2 days	Mon 5/4/15	Tue 5/5/15	Marin Cnty,TNG	105	
107	Business Intelligence Direct (BI Direct): User Training (IPST7009)	3 days	Wed 5/6/15	Fri 5/8/15	Marin Cnty,TNG	106	
108	Final I/CAD Map Development	204 days	Mon 7/21/14	Fri 5/15/15			
109	Map Fundamentals for I/CAD Systems (IPST1002)	3 days	Mon 7/21/14	Wed 7/23/14	Marin Cnty,TNG		
110	Map Roll Consulting for I/CAD Systems (IPST8004)	5 days	Mon 5/11/15	Fri 5/15/15	Marin Cnty,IMP	109	
111	Map Build #3	4 days	Mon 2/23/15	Thu 2/26/15	IMP	110	
112	Map Maintenance for I/CAD Systems (IPST8003)	4 days	Mon 3/23/15	Thu 3/26/15	MAP,Marin Cnty	111	
113	CAD System Tune-up	2 days	Mon 3/30/15	Tue 3/31/15	Marin Cnty,IMP	82,104,108	
114	MPS System Tune-up	2 days	Mon 3/30/15	Tue 3/31/15		113	
115	CAD System Deployment Phase	34 days	Mon 4/6/15	Thu 5/21/15			
116	Upgrade CAD/MPS with Current Release	5 days	Mon 4/6/15	Fri 4/10/15	IMP	114	
117	Execute I/CAD & MPS Acceptance Test Plans	20 days	Wed 4/22/15	Tue 5/19/15			
118	I/CAD System and Interface Acceptance Testing	5 days	Mon 4/20/15	Fri 4/24/15	IMP,Marin Cnty	116FS+10 days	
119	Post ATP Support	3 days	Mon 4/27/15	Wed 4/29/15	IMP	118	
120	MPS System and Interface Acceptance Testing	5 days	Mon 4/20/15	Fri 4/24/15	IMP,Marin Cnty	119	
121	Post ATP Support	3 days	Mon 4/27/15	Wed 4/29/15	IMP	120	
122	Reporting Consulting	4 days	Mon 5/18/15	Thu 5/21/15	Marin Cnty,TNG	121	
123	Train-the-Trainer Training	23 days	Mon 4/27/15	Wed 5/27/15			
124	I/CAD Essentials for Trainers (IPST2011)	5 days	Mon 4/27/15	Fri 5/1/15	Marin Cnty,TNG		
125	MPS for Trainers (TTT) (IPST2503)	2 days	Mon 5/11/15	Tue 5/12/15	Marin Cnty,TNG	124FS+5 days	
126	MPS for Trainers (TTT) (IPST2503)	2 days	Wed 5/13/15	Thu 5/14/15	Marin Cnty,TNG	125	
127	I/NetViewer-I/NetDispatcher for Trainers (TTT) (IPST2404)	2 days	Tue 5/26/15	Wed 5/27/15	Marin Cnty,TNG	126	
128	Milestone - Intergraph-Delivered Training Complete	0 days	Wed 5/27/15	Wed 5/27/15		127	
129	End User Training	25 days	Thu 5/28/15	Wed 7/1/15			
130	Marin County Prepares for End User Training	15 days	Thu 5/28/15	Wed 6/17/15	Marin Cnty	127	
131	Marin County Conducts End User Training for CAD Call takers / Dispatchers	10 days	Thu 6/18/15	Wed 7/1/15	Marin Cnty	130	
132	Marin County Conducts End User Training for MPS	10 days	Thu 6/18/15	Wed 7/1/15	Marin Cnty	130	
133	Milestone - End User Training Complete	0 days	Wed 7/1/15	Wed 7/1/15	Marin Cnty	131	
134	Cutover for Live I/CAD + MPS Operations	63 days	Mon 6/1/15	Thu 8/27/15			
135	I/CAD and MPS Cutover Readiness Review	4 days	Mon 6/1/15	Thu 6/4/15	PM,IMP,TNG,Marin Cnty	132FS-5 days	

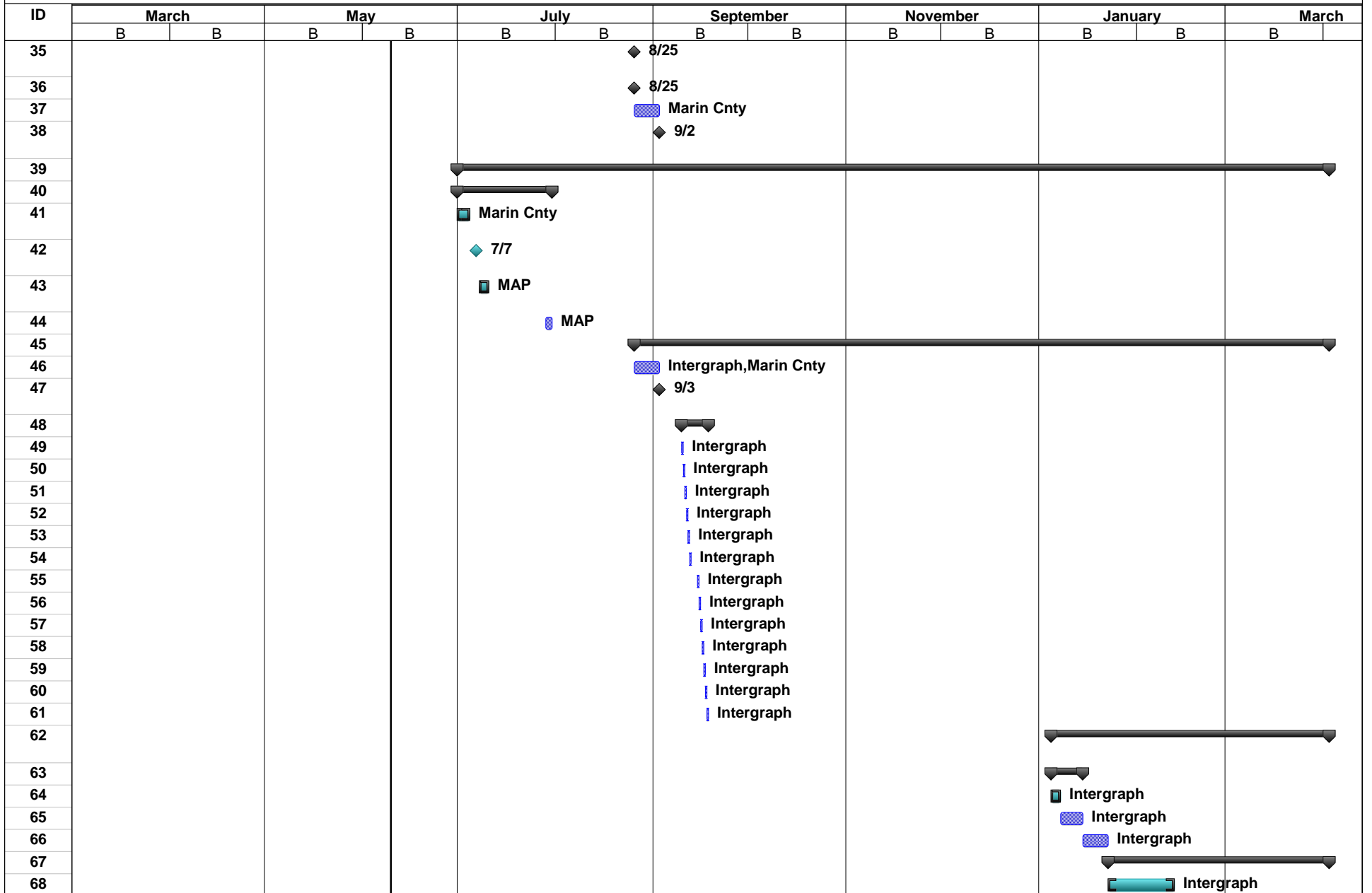
## Marin County, CA Draft Project Schedule Intergraph CAD/MPS/Mobile Responder/Interfaces

ID		Task Name	Duration	Start	Finish	Resource Names	Predecessors	ary
136		<b>Milestone: Commence Cutover of I/CAD and MPS System</b>	5 days	Mon 7/6/15	Fri 7/10/15	PM,IMP,TNG,Marin Cnty	135FS+10 days	
137		Intergraph Configures CAD Test and Training Environments (Remote)	3 days	Mon 7/27/15	Wed 7/29/15	IMP	136	
138		Testing of CAD Test and Training Environments	2 days	Thu 7/30/15	Fri 7/31/15	Marin Cnty	137	
139		<b>Milestone - Acceptance of Test and Training Environments</b>	0 days	<b>Thu 8/27/15</b>	<b>Thu 8/27/15</b>	<b>Marin Cnty</b>	<b>138</b>	
140		<b>Milestone - System Cutover / Production Use</b>	0 days	<b>Wed 8/12/15</b>	<b>Wed 8/12/15</b>		<b>136SS</b>	
141		Cutover Support Week 1 - Onsite	5 days	Mon 7/13/15	Fri 7/17/15		136	
142		Cutover Support Week 2 - Remote	5 days	Mon 7/20/15	Fri 7/24/15		141	
143		I/CAD and MPS 30 Day Reliability Test Period	23 days	Mon 7/6/15	Wed 8/5/15	Marin Cnty	136SS	
144		<b>Milestone - Completion of Reliability Period</b>	0 days	Wed 8/5/15	Wed 8/5/15		143	
145		<b>Reassessment and Follow-up Training after Cutover</b>	<b>28 days</b>	<b>Mon 9/7/15</b>	<b>Wed 10/14/15</b>			
146		I/Incident Analyst Configuration and Administration (IPST6001)	4 days	Tue 10/6/15	Fri 10/9/15		144	
147		I/Incident Analyst User Training (IPST6002)	3 days	Mon 10/12/15	Wed 10/14/15		146	
148		I/CAD Reassessment (IPST2006)	4 days	Mon 9/21/15	Thu 9/24/15	IMP,Marin Cnty	136FS+40 days	
149		I/CAD Post-Reassessment Support	4 days	Mon 9/28/15	Thu 10/1/15		148	
150		MPS Reassessment (IPST2007) #1 - Police	4 days	Mon 9/7/15	Thu 9/10/15	IMP,Marin Cnty	148FS+1 day	
151		MPS Reassessment (IPST2007) #1 - Fire	4 days	Mon 9/14/15	Thu 9/17/15	IMP,Marin Cnty	150	
152		MPS Post-Reassessment Support	4 days	Mon 9/21/15	Thu 9/24/15		151	
153		<b>PROJECT CLOSE OUT</b>	<b>6 days</b>	<b>Fri 9/25/15</b>	<b>Fri 10/2/15</b>			
154		Conduct Project Close out Review	5 days	Fri 9/25/15	Thu 10/1/15		152	
155		Close out Project	1 day	Fri 10/2/15	Fri 10/2/15		154	

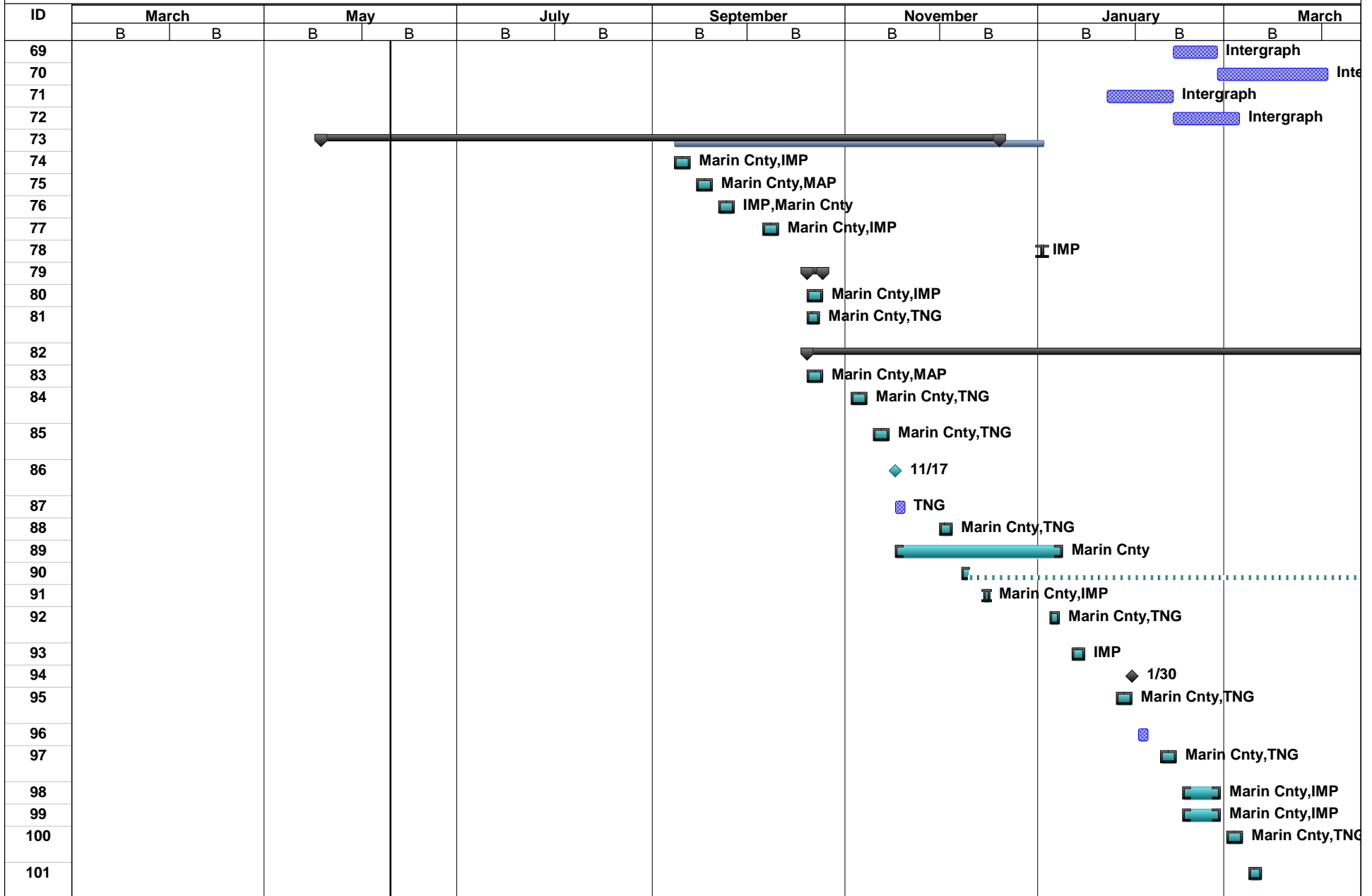
# Marin County, CA Draft Project Schedule Intergraph CAD/MPS/Mobile Responder/Interfaces



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# Marin County, CA Draft Project Schedule Intergraph CAD/MPS/Mobile Responder/Interfaces

ID	March		May		July		September		November		January		March	
	B	B	B	B	B	B	B	B	B	B	B	B	B	B
102														Marin Cn
103														3/20
104														IMP
105														
106														
107														
108														
109														Marin Cnty,TNG
110														
111														IMP
112														MAP,M
113														Mari
114														IMP
115														IMP
116														IMP
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## Marin County, CA Draft Project Schedule Intergraph CAD/MPS/Mobile Responder/Interfaces

ID	March		May		July		September		November		January		March	
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## EXHIBIT D MILESTONE PAYMENT SCHEDULE

### Marin County, California Project Milestone Payment Schedule

<i>Milestone</i>	<i>Contract Value %</i>	<i>Value</i>
1. Upon Delivery of COTS Software	20.00%	\$365,858.00
2. Upon Installation of base COTS I/CAD Software in First Environment	20.00%	\$365,858.00
3. Upon Completion of I/CAD Essentials for Core Team (IPST 2001)	15.00%	\$274,393.00
4. Upon Completion of I/CAD System Configure 3	13.00%	\$237,807.00
5. Upon Completion of MPS Workflow and Configuration (IPST2502) – session 3	12.00%	\$219,515.00
6. Upon completion of Intergraph Delivered Training	10.00%	\$182,929.00
7. Upon Cutover of I/CAD and MPS Subsystems	10.00%	\$182,929.00
<b>TOTAL</b>	<b>100%</b>	<b>\$1,829,289.00</b>



## END-USER LICENSE AGREEMENT

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**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.

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**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 end of this EULA.

**3.1 THE FOLLOWING ARE PERMITTED FOR YOUR LICENSE:**

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

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

**3.1.3** For a Web-based SOFTWARE PRODUCT:

- (a) You may run multiple Websites and provide multiple Webservices to your client users with a single license.
- (b) You may distribute client side web page plug-ins (e.g., ActiveX controls, Java applets and applications, Enhanced Compressed Wavelet (ECW) plug ins) to Users.
- (c) You may load this Web-based SOFTWARE PRODUCT on multiple machines within a cluster that is acting as a single web server, provided you have obtained the applicable number of Load Balancing Licenses or number of Cores from Intergraph and the total number of map servers or number of Cores deployed do not exceed the quantity licensed.
- (d) Unless otherwise stated in the Installation Guide, you may only copy and distribute the Java script source files to support the Web-based SOFTWARE PRODUCT's output vector map type and your associated websites, and you may prepare derivative works solely for your internal use.

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

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

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

**3.1.7** 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 are based on the number of Cores present in the server on which the Intergraph APOLLO SOFTWARE PRODUCTS are installed. 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.** You agree to hold harmless and indemnify Intergraph for any causes of action, claims, costs, expenses and/or damages resulting to Intergraph from a breach by you or any User of any of the limitations or prohibited actions set forth in this EULA.

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

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

## **7.0 LIMITED WARRANTIES.**

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

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

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

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





BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN INTERGRAPH WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

**9.0 LIMITATION OF LIABILITY.** YOU ASSUME FULL AND COMPLETE LIABILITY FOR YOUR USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTERGRAPH OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT AND/OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INTERGRAPH BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE DOWNLOADING, VIEWING, USE, DUPLICATION, DISTRIBUTION OR DISCLOSURE OF ANY SAMPLE DATA PROVIDED BY INTERGRAPH, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, LIABILITY OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OR CORRUPTION OF DATA ARISING FROM, OUT OF OR IN CONNECTION WITH, THE SAMPLE DATA OR THE USE OR OTHER DEALINGS WITH THE SAMPLE DATA. INTERGRAPH'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO INTERGRAPH FOR THE SOFTWARE PRODUCT OR SOFTWARE SUBSCRIPTION AT ISSUE AT THE TIME THE INITIAL EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS EULA MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN INTERGRAPH LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

**9.1** In the event the SOFTWARE PRODUCT does not substantially comply with the limited warranties set forth in this EULA, Intergraph's entire liability and your exclusive remedy shall be, in Intergraph's sole and absolute discretion, either (i) the modification, repair or replacement of the SOFTWARE PRODUCT; or (ii) 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.

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

## **10.0 RESTRICTIONS.**

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

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

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

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

**10.1.4 Government Reserved Rights:** MrSID technology incorporated in the SOFTWARE PRODUCT was developed in part through a project at the Los Alamos National Laboratory, funded by the U.S. Government, managed under



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

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

**10.2.2** To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists ([www.bis.doc.gov/complianceand enforcement/liststocheck.htm](http://www.bis.doc.gov/complianceand enforcement/liststocheck.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>).

**10.2.3** To any entity if you know, or have reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.

**10.2.4** To any entity if you know, or have reason to know, that an illegal reshipment will take place.

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

You agree to hold harmless and indemnify Intergraph for any causes of actions, claims, costs, expenses and/or damages resulting to Intergraph from a breach by you or any User of the export restrictions set forth in this EULA. Any questions regarding export or re-export of the SOFTWARE PRODUCT or concerning ITAR restrictions, if applicable, should be addressed to Intergraph's Export Compliance Department at 19 Interpro Road, Madison, Alabama, United States 35758 or at [exportcompliance@intergraph.com](mailto:exportcompliance@intergraph.com).

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

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

## **11.0 GENERAL.**

**11.1 Entire Agreement.** You acknowledge that you have read this EULA, understand it and agree to be bound by its terms and conditions. You further agree that this EULA is the complete and exclusive statement of the agreement between you and Intergraph relating to the subject matter of this EULA and that this EULA supersedes any proposal or prior agreement, oral or written, and any other communications between you and Intergraph relating to the subject matter of this EULA. This EULA may be amended only by a written instrument signed by both you and Intergraph; *provided however*, certain Intergraph



SOFTWARE PRODUCTS and Upgrades may be subject to additional, or different, as applicable, terms and conditions contained in a EULA Addendum or separate EULA that is delivered with the applicable SOFTWARE PRODUCT or Upgrade. Any reproduction of this EULA made by reliable means (for example, printed, photocopy or facsimile) will be deemed an original.

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

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

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

**11.5 Notices.** Any notice or other communication ("Notice") required or permitted under this EULA shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this EULA commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Intergraph's address for Notices is Intergraph Corporation, 19 Interpro Road, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

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

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

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

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

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

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



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

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

**11.14 USE OUTSIDE THE UNITED STATES.** If you are located outside the United States, then the provisions of this section shall also apply: (i) Les parties en présence confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient 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.

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

## **12.0 ADDITIONAL TERMS FOR SPECIFIC SOFTWARE PRODUCTS.**

**12.1 GeoMedia 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.

**12.2 Beta Software - Additional Terms.** If the SOFTWARE PRODUCT you received with this EULA is pre-commercial release or beta software ("Beta Software"), then the following additional terms apply. To the extent that any provision in this section is in conflict with any other terms or conditions in this EULA, this section shall supercede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. You shall hold all information concerning Beta Software and your use and evaluation of such information and the Beta Software (collectively, "Beta Software Information") in confidence and with the same degree of care you use to keep your own similar information confidential, but in no event shall you use less than a reasonable degree of care; and you shall not, without the prior written consent of Intergraph, disclose such Beta Software Information to any person or entity for any reason at any time; *provided, however,* it is understood that you may disclose any Beta Software Information to those of your representatives who actually need such information for the purpose of participating in the proposed evaluation and testing ("Beta Testing") of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of the terms of this EULA. You shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. You agree to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. You acknowledge that the Beta Software is a pre-release, beta version, does not represent final product from Intergraph, and may contain bugs, errors and other problems that could cause system or other failures and data loss. **THE BETA SOFTWARE IS PROVIDED TO YOU "AS-IS", AND INTERGRAPH DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO YOU OF ANY KIND. You may use the Beta Software only for evaluation and testing and not for general production use.** You acknowledge that Intergraph has not promised or guaranteed to you that Beta Software or any portion thereof will be announced or made available to anyone in the future, Intergraph has no express or implied obligation to you to announce or introduce the Beta Software and that Intergraph may not introduce a product similar to or compatible with the Beta Software. Accordingly, you acknowledge that any research or development that you perform regarding the Beta Software or any product associated with the Beta Software is done entirely at your own risk. During the term of this EULA, if requested by Intergraph, you will provide feedback to Intergraph regarding Beta Testing, including error or bug reports. Upon receipt of a later unreleased version of Beta Software or release by Intergraph of a publicly released commercial version of the SOFTWARE PRODUCT, you agree to return or permanently destroy all earlier Beta Software received from Intergraph. You agree that you will return or destroy all unreleased versions of the Beta Software within thirty (30) days of the completion of Beta Testing when such date is earlier than the date for Intergraph's first commercial shipment of the publicly released commercial software.

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



output created with such Evaluation Software or any product associated with the Evaluation Software is done entirely at your own risk.

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

**12.5 MAP2PDF for IMAGINE – Additional Terms.**

**12.5.1 Warranty Disclaimer.** Notwithstanding anything to the contrary herein, no warranty is provided with respect to the performance of MAP2PDF for IMAGINE. For greater clarity MAP2PDF for IMAGINE is provided on an ‘AS IS’ basis.

**12.5.2 Limitation of Liability.** Intergraph, its licensors or its suppliers shall not be liable for any claims relating to or arising out of MAP2PDF for IMAGINE, regardless of form, in connection with your use of MAP2PDF for IMAGINE.

**12.5.3 Acceptance.** MAP2PDF for IMAGINE shall be deemed accepted upon your installation of the same.

**12.5.4 Use Restrictions.** You may use the MAP2PDF for IMAGINE only for your internal business use, and you may not use MAP2PDF for IMAGINE to render any files other than GeoPDF files.

**12.6 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.

**12.7 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.

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

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This document ("Terms and Conditions") and the Quote to which these Terms and Conditions are attached set forth the terms and conditions for the maintenance of software and related support services by Intergraph Corporation, doing business as the Security, Government and Infrastructure Division ("Intergraph") for Customer.

### 1. DEFINITIONS

- 1.1. "Affiliate" means any entity or person controlled by or under common control of Intergraph Corporation. For the purposes of this Agreement, the term "control" means ownership, directly or indirectly, of equity securities entitling the owner to exercise in the aggregate equal or more than twenty-five percent (25%) of the voting power of the entity in question. For the avoidance of doubt, any Affiliate of Intergraph Corporation is as well deemed an Affiliate of any other Affiliate of Intergraph Corporation; also Intergraph Corporation is an Affiliate of any of its Affiliates.
- 1.2. "Agreement" means (1) the binding contract incorporating these Terms and Conditions as well as the Quote submitted to Customer under Section 2 and/or, if applicable, (2) the binding contract incorporating a Quote submitted to Customer under Section 3.2 and/or Section 12.1 as well as the maintenance service contract terms and conditions referenced therein.
- 1.3. "Coverage Period" means the period of performance set forth in the Quote.
- 1.4. "Covered Products" means the software listed on the Quote for which Services are to be provided to Customer by Intergraph. Covered Products shall also include additional copies of the software (i) where the original software is already covered by the Agreement and (ii) for which additional licenses are purchased or otherwise obtained by Customer during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.
- 1.5. "Customer" means the entity or person purchasing Services.
- 1.6. "Quote" means a quotation for Services submitted to Customer by Intergraph or an authorized Intergraph partner, along with a product quotation at time of purchase of the product to be maintained. according to Section 2, or a quotation for Services submitted to Customer by Intergraph, according to, Section 3.2 and/or Section 12.1.
- 1.7. "Services" means the maintenance and support services for Covered Products that are further described in the Agreement.
- 1.8. "Software Product" includes Intergraph's or Intergraph's Affiliate's computer software and all of the contents of the files, disk(s), CD-ROM(s) or other media with which the software is provided, including any templates, data, printed materials, and "online" or electronic documentation, all copies, and any Updates of such Software Products. Software Products are subject to all of the terms and conditions of the End-User License Agreement ("EULA") provided with the Software Product.
- 1.9. "Third Party Software" means computer software or other technology in which any person or entity, other than Intergraph or Intergraph's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals)

applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("SLA") provided with the Third Party Software.

- 1.10. "Update(s)" means any Upgrade, modified version, fix, patch and/or update of Covered Products. The use of Updates is subject to all of the terms and conditions of the EULA or SLA provided with Customer's current version of the Covered Products.
- 1.11. "Upgrade(s)" means each new release of Covered Products. Upgrades require a full installation and may be provided with a separate EULA or SLA. Any EULA or SLA delivered with the Upgrade will supersede any EULA or SLA associated with prior releases of the Covered Products.

## 2. AUTHORIZATION OF SERVICES

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

## 3. TERM

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

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

## 4. REINSTATEMENT OF MAINTENANCE SUPPORT COVERAGE

4.1. Lapse in Software Maintenance Coverage. To reinstate Services after any termination or suspension thereof, Customer must pay a reinstatement fee. The Coverage Period for any reinstated Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase anniversary date of the lapsed Covered Products. The reinstatement fee will equal twenty-five percent (25%) of the past due maintenance charges (rounded up to whole months only) for the Renewal Coverage Period, and shall be in addition to the total maintenance charges due for the Renewal Coverage Period, all calculated at the current maintenance list price. Upon request of Customer, Intergraph will provide a Quote for the Renewal Coverage Period, to include the reinstatement fee, which is applicable only for reinstatement made in the then-current month.

4.2. Failure to Obtain Maintenance Coverage. In the event Services were not purchased at the time that the Covered Product was originally purchased, in order to obtain Services, Customer must pay one hundred twenty-five percent (125%) of all maintenance payments from the date the original Covered Product was purchased up to the date the Services are

actually purchased, plus one hundred percent (100%) of the remaining Coverage Period that expires upon the anniversary date of the original Covered Product purchase, all calculated at the current maintenance list price. The Coverage Period for such Covered Products will begin on the first day of the month in which the Covered Products were originally purchased.

## 5. SCOPE OF COVERAGE FOR SOFTWARE PRODUCTS

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

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

- 5.1. **Standard Support:** Standard Support will include and be limited to the following:
  - 5.1.1. Help Desk Support. Out-of-the-box functionality support via the Help Desk (telephone or eService via Intergraph's Customer Support Web Site where available at <http://esupport.intergraph.com>). Phone support for all priority levels of software errors is available on Monday through Friday from 8AM – 5PM at Customer's local time, excluding Intergraph-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website, or can be determined by contacting Customer's local Intergraph office.
  - 5.1.2. Updates. Access to all available Updates of Software Products included in the Covered Products. Intergraph will notify Customer when Updates are made available for any Software Products for which Service has been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Intergraph. If applicable, Customer may also register on the Customer Support Web Site or applicable local support website to automatically receive email notifications when a new release of a Software Product is made available by Intergraph. Updates are shipped to Customer upon Customer request. Intergraph is not obligated to produce any Updates.
  - 5.1.3. Knowledge Base. Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.
- 5.2. **Premium Support:** Premium Support will include all of the features available under Standard Support. Additionally, when the software error is considered to be critical (meaning production is down), then phone support is also available after-hours and on Intergraph-observed holidays.

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

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

## 6. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS



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

- 6.1. Customer's hardware and operating system software must meet the minimum system requirements specified by Intergraph and made available to Customer upon request.
- 6.2. Customer's system must have input and output devices that enable the use of Intergraph's diagnostic programs and supplemental tests. The specifications of such devices shall be made available to Customer by Intergraph upon request.
- 6.3. Customer will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Updates of Covered Products.
- 6.4. Customer will ensure availability of its own system technical support personnel so that Intergraph can fulfill its Service obligations.
- 6.5. When reporting problems to Intergraph's Help Desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Intergraph to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed.
- 6.6. Customer will carry out any reasonable instructions on troubleshooting or circumvention of the problem provided by Intergraph through the Authorized Contact (as defined below in Section 8.1) immediately and in conformity with these instructions, and will install any necessary patches, defect corrections or new versions from Intergraph.
- 6.7. Customer is solely responsible for assuring the compatibility of non-Intergraph products with products provided by Intergraph.
- 6.8. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Intergraph will not be liable for lost data.

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

If Customer fails to fulfill its Customer Obligations, Intergraph is entitled to bill Intergraph's time and effort made necessary by Customer's failure at Intergraph's currently stated hourly rates.

## 7. EXCLUDED SOFTWARE SERVICES

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

- 7.1. Installation of any Covered Product, Update, or interface software
- 7.2. Network configuration
- 7.3. Configuration or customization of Covered Products to customer requirements.
- 7.4. System-level tuning and optimization and system administration support
- 7.5. Programming or software development
- 7.6. Training
- 7.7. Services required because the Authorized Contact is not available or is not trained in accordance with Section 8
- 7.8. On-site Services
- 7.9. Services outside of the regular business hours associated with the applicable level of Services
- 7.10. Services required due to modifications of Covered Products by Customer. In the case of Intergraph software modules which assist in the creation and use of Customer software, the

performance of Services under the Agreement is restricted to unmodified components of these Covered Products

- 7.11. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the documentation provided with the Covered Products
- 7.12. Services required due to failure of software or hardware not supplied by Intergraph and not covered in the Agreement
- 7.13. Services required due to Customer's use of hardware or software that does not meet Intergraph specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software
- 7.14. Services required due to software or portions thereof that were incorrectly installed or configured, or use in an environment inconsistent with the support environment specified by Intergraph, or used with peripherals, operational equipment or accessories not conforming to Intergraph's specifications
- 7.15. Services required due to cases of force majeure, especially lightning strikes, fire or flood or other events not caused through Intergraph's fault.
- 7.16. Services required due to customer's failure to fulfill the Customer Obligations set forth in Section 6
- 7.17. Services required due to faulty or incomplete Customer data.

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

## 8. SYSTEM SUPPORT TECHNICIAN

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

## 9. REMOTE ACCESS

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

## 10. THIRD PARTY SOFTWARE

Support and Updates of Third Party Software shall be provided in the fashion and to the extent or duration that Intergraph is authorized to provide such by the third party manufacturer of the Third Party

Software, and such Third Party Software Services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

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

## 11. REQUIRED COVERAGE

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

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

## 12. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

### 12.1. Additions of Covered Products to Maintenance.

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

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

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

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

12.2. Removal of Covered Products from Maintenance. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Covered Products from the Agreement for the renewal period. Neither party may remove Covered Products except upon Agreement renewal. Customer may not remove from the Agreement individual software licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, unless Customer has first certified to Intergraph on a "Software Relinquishment Agreement" that the copies of the

Covered Product for which Customer desires to cease Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to reinstate Services for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

### 13. PAYMENT

- 13.1. Terms of Payment. Charges for Services are due and payable annually and in advance. For Customers desiring to pay quarterly and in advance instead of annually and in advance, Customer must request a revised Quote which shall include a convenience fee increase of fifteen percent (15%) of the total annual charges, which convenience fee Customer agrees to pay. The convenience fee shall be prorated and charged to the four quarterly invoices. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Products added during a Coverage Period shall be prorated to the remaining months of the Coverage Period, in whole month increments only, and such charges shall be due and payable in full upon receipt of invoice.
- 13.2 Past Due Accounts. INTERGRAPH RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Intergraph, Customers who have not paid any charges when due (i) under this Agreement, (ii) under any other agreement between the parties, or (iii) under any agreement between Intergraph and Customer's parent and/or subsidiary at least fifty percent (50%) owned by Customer, may not be rendered Services until all past due charges are paid in full. Additionally, Intergraph shall charge and Customer agrees to pay interest at the rate of two percent (2%) per month or the maximum amount allowed by law, whichever is less, for all amounts not received when due. The start of the Coverage Period shall not be postponed due to delayed payment of any charges. If Intergraph is required to use a collection agency or attorney to collect money owed by Customer, Customer agrees to pay the reasonable costs of collection. These collection costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees and court costs.
- 13.3 Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Intergraph within ten (10) calendar days of the date on the invoice. Customer waives any right to dispute a charge or receive a credit for a charge or Services that Customer does not report within such period.

### 14. CUSTOMER WARRANTIES

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

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

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

## 15. INTELLECTUAL PROPERTY

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

15.2. Confidential Information. Intergraph and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions, and existence, of this Agreement shall be deemed Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information" (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either Intergraph or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Agreement. Customer and Intergraph shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

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

## 16. LIMITED WARRANTIES; WARRANTY DISCLAIMERS

16.1. Limited Warranties.

- 16.1.1. Intergraph Services Warranty. Intergraph warrants for a period of thirty (30) days from the date of Services that the Services provided pursuant to this Agreement, in the form of a defect correction and/or maintenance services, will be performed with reasonable skill and care in accordance with the requirements set forth herein, provided the Covered Products for which the Services are provided are used under normal conditions and in strict accordance with the terms and conditions herein. Customer agrees to promptly notify Intergraph of any unauthorized use, repair, or modification, or misuse, as well as suspected defects in any Services provided pursuant to this Agreement.
- 16.1.2. Intergraph Software Warranty. Intergraph warrants for a period of thirty (30) days from the date of shipment of any Software Product that, under normal use, software delivery media shall be free from defect in material or workmanship. Additional warranties for Software Products may be provided in the applicable Intergraph Terms and Conditions for Sale or other agreement between the parties governing the delivery of Software Products.
- 16.1.3. Pass-Through Third Party Warranties. Third Party Software is only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.
- 16.1.4. NO OTHER WARRANTIES. THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF INTERGRAPH. THE LIMITED WARRANTIES PROVIDE CUSTOMER WITH SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY JURISDICTION TO JURISDICTION. IF A GREATER WARRANTY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN INTERGRAPH WARRANTS THE SERVICES OR COVERED PRODUCTS TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.
- 16.2. Remedies. In the event a warranted Service, Covered Product, or Update provided pursuant to this Agreement does not substantially comply with the limited warranties set forth in the Agreement, Intergraph's entire liability and Customer's exclusive remedy shall be, in Intergraph's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in this Agreement.

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

- 16.3. WARRANTY DISCLAIMERS. ANY WARRANTIES HEREUNDER ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. CUSTOMER SHALL PROMPTLY NOTIFY INTERGRAPH OF ANY SUSPECTED DEFECTS IN COVERED PRODUCTS DELIVERY MEDIA. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTERGRAPH AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, AND NON-INFRINGEMENT. INTERGRAPH DOES NOT WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES INTERGRAPH WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES WILL OPERATE UNINTERRUPTED OR ERROR FREE. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN INTERGRAPH DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

#### 17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTERGRAPH OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THIS AGREEMENT, EVEN IF INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INTERGRAPH'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO INTERGRAPH DURING THE PAST TWELVE MONTHS UNDER THIS AGREEMENT AS OF THE DATE THE EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN INTERGRAPH LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

#### 18. TERMINATION

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

- 18.1. Either party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for the other party's business.
- 18.2. Customer fails to pay Intergraph any amount when due (i) under this Agreement; or (ii) under any other agreement between the parties.
- 18.3. Customer's license to the Covered Products for which Customer has purchased Services is terminated.

#### 19. RESTRICTIONS

- 19.1. Non-Solicitation of Employees. Customer agrees that it will not, without the prior written consent of Intergraph, solicit or hire any Intergraph employee, or induce such employee to leave Intergraph's employment, directly or indirectly, during the term of this Agreement and for a period of twelve (12) months after the Agreement expires or is terminated. Customer agrees that a breach of this provision would cause actual and substantial damages to Intergraph such that it would be very difficult to calculate actual damages. Accordingly, any such breach will entitle Intergraph to recover liquidated damages from Customer in the amount equal to one (1) year of the affected employee's annual salary plus benefits for each such breach, as well as expenses, costs, and reasonable attorneys' fees incurred by Intergraph in seeking enforcement of this Agreement. Customer agrees that

the foregoing amount is intended to be, and in fact is, a reasonable estimate of the actual damages that would be incurred by Intergraph if Customer were to breach this provision, and that this amount is not intended to be, and in fact is not, a penalty. In addition, Intergraph shall be entitled to equitable or injunctive relief to prevent further breaches. For purposes of this Section, the term "employee" means employees of Intergraph and/or any Intergraph subsidiary and/or any of Intergraph's subcontractors who directly support Customer.

- 19.2. United States Government Restricted Rights. If a Covered Product (including any Updates, documentation or technical data related to such Covered Products) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section also applies.
- 19.2.1. For civilian agencies: The Covered Product was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).
- 19.2.2. For units of the Department of Defense ("DoD"): The Covered Product was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).
- 19.2.3. Notice: The Covered Product is "commercial computer software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "commercial computer software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Intergraph and any applicable Third Party Software manufacturers are the manufacturers. This Covered Product is unpublished and all rights are reserved under the Copyright Laws of the United States.
- 19.3. Export Restrictions. All Software Products and all Third Party Software (including any Updates, documentation or technical data related to such software products) licensed, purchased, subscribed to or obtained, directly or indirectly, from Intergraph, its subsidiaries or distributors (collectively, "Export Controlled Products") are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. The Export Controlled Products, and the direct product thereof, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:
- 19.3.1. To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.
- 19.3.2. To any person or entity listed on any United States government denial list, including but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists ([www.bis.doc.gov/complianceandenforcement/liststocheck.htm](http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm)), the U.S. Department of Treasury Specially Designated Nationals List ([www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/)), and the U.S. Department of State Debarred List (<http://www.pmdtc.state.gov/compliance/debar.html>).
- 19.3.3. To any entity if Customer knows, or has reason to know, the end use of the Export Controlled Product is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.
- 19.3.4. To any entity if Customer knows, or has reason to know, that an illegal reshipment will take place.



Any questions regarding export or re-export of an Export Controlled Product should be addressed to Intergraph Corporation's Export Compliance Department, 170 Graphics Drive, Madison, Alabama, United States 35758 or at [exportcompliance@intergraph.com](mailto:exportcompliance@intergraph.com).

## 20. TAXES

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

## 21. GENERAL

- 21.1. Third Party Providers. Intergraph reserves the right to provide Services through a third party provider.
- 21.2. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The Agreement supersedes any and all prior discussions and/or representations, whether written or oral, relating to the subject matter of the Agreement and no reference to prior dealings may be used to in any way modify the expressed understandings of the Agreement. Intergraph does not accept any contradictory or additional terms and conditions, even by accepting a purchase order referencing different terms and conditions. The Agreement may be amended only by a written instrument signed by authorized representatives of both parties, and cannot be amended by subsequent purchase order or writing received from Customer without the express written consent of Intergraph. Any reproduction of the Agreement made by reliable means (for example, photocopy or facsimile) will be deemed an original.
- 21.3. Order of Precedence. In the event of a conflict between the documents that form the Agreement, the order of precedence will be as follows: (i) any addenda executed by Intergraph and Customer, with the latest addendum taking precedence over any earlier addenda; (ii) the Quote; and (iii) these Terms and Conditions.
- 21.4. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement.
- 21.5. Headings. The various headings in these Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions or any section or provision of these Terms and Conditions.
- 21.6. No Waiver. Any failure by either party to enforce performance of the Agreement shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of the Agreement.
- 21.7. Notices. Any notice or other communication ("Notice") required or permitted under the Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by overnight delivery or express mail shall be

deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Intergraph's address for Notices is Intergraph Corporation, 170 Graphics Drive, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

- 21.8 Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Intergraph may assign its rights and obligations under this Agreement, without Customer's approval, to (i) an entity which acquires all or substantially all of the assets of Intergraph or the Intergraph division providing a product or service under this Agreement; (ii) an entity which acquires all or substantially all of the Software Products or product line assets subject to this Agreement; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Intergraph. Any attempt by Customer to sublicense, assign or transfer any of Customer's rights or obligations under this Agreement, except as expressly provided in this Agreement, is void.
- 21.9 Force Majeure. Except for payment obligations under the Agreement, neither party shall be liable for any failure to perform or observe any of its obligations under this Agreement for as long as and to the extent that such performance is prevented or hindered by any circumstances beyond its reasonable control. By way of example, and not limitation, such causes may include acts of God or public enemies; labor disputes; acts of local, state, or national governments or public agencies; utility or communications failure; fire; flood; epidemics; riots; or strikes. The time for performance of any right or obligation delayed by such events will be postponed for a period equal to the delay. If, however, a party is subject to a force majeure that endures for more than sixty (60) calendar days, the other party has a right to terminate the Agreement upon providing thirty (30) calendar days prior written notice to the party subject to the force majeure.
- 21.10 Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama and shall be deemed to have been accepted in Madison, Alabama, United States. The parties agree that any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court for Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division. The parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceedings. This Agreement shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 21.11 Waiver of Jury Trial. Intergraph and Customer each hereby waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to this Agreement.
- 21.12 Injunctive Relief; Cumulative Remedies. Customer acknowledges and agrees that a breach of the Agreement by Customer could cause irreparable harm to Intergraph for which monetary damages may be difficult to ascertain or may be an inadequate remedy. Customer agrees that Intergraph will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of the Agreement by Customer, and Customer expressly waives any objection that Intergraph has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.

- 21.13 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.
- 21.14 Governing Language. The controlling language of this Agreement is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only.
- 21.15 Survival. The provisions of the Agreement which require or contemplate performance after the expiration or termination of the Agreement shall be enforceable notwithstanding said expiration or termination.

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