

# Contract Abstract

## Contract Information

Contract & Solicitation Title:

Contract Summary:

Contract Number:  Solicitation Number:  Requisition Number:

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date):

Type of Contract/PO:  **Requires Council Legislation:**

**High Risk Contract** (Per Finance Department Contract Risk Management Policy):

**Sexual Harassment Training Required** (per BL2018-1281):

Estimated Start Date:  Estimated Expiration Date:  Contract Term:

Estimated Contract Life Value:  Fund:\*  BU:\*

(\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms:  Selection Method:

Procurement Staff:  BAO Staff:

Procuring Department:  Department(s) Served:

## Prime Contractor Information

Prime Contracting Firm:  ISN#:

Address:  City:  State:  Zip:

Prime Contractor is a : SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)

Prime Company Contact:  Email Address:  Phone #:

**Prime Contractor Signatory:**  **Email Address:**

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

Amount:  Percent, if applicable:

*Equal Business Opportunity (EBO) Program:*

MBE Amount:  MBE Percent, if applicable:

WBE Amount:  WBE Percent, if applicable:

*Federal Disadvantaged Business Enterprise:*

Amount:  Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring):

## Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<input type="text" value="Intergraph Corporation"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="Approved Sole Source Form"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>



## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Intergraph Corporation through its Hexagon Safety, Infrastructure & Geospatial division** ("CONTRACTOR" or "Hexagon") located at **305 Intergraph Way, Madison, AL 35758**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - Exhibit A – ISA Terms & Conditions*
  - Exhibit B - 1 End User License Agreement*
  - Exhibit B - 2 Support Terms and Conditions for Software*
  - Exhibit C - Affidavits*
  - Exhibit D - List of Maintenance Products and Prices*
- *Purchase Orders (and PO Changes),* The terms that are included in the purchase order will not govern or supersede the terms of this Contract.

In the event of conflicting provisions, all documents shall be construed in the order listed above.

#### 1.2 Definitions:

Unless otherwise defined herein, capitalized terms used in these terms and conditions shall have the same meaning ascribed to the term within this Contract.

- 1.1 "Affiliate" means, for business entities, the parent business entity of a Party and any business entities in which a Party or its parent company directly or indirectly holds a controlling ownership interest.
- 1.2 "Beta Software" means any version of Software prior to a generally available commercial release of such Software.
- 1.3 "Confidential Information" means any data or information, tangible or intangible, disclosed or made available by either party (the "Disclosing Party") to the other party (the "Receiving Party") in relation to this Contract that is of value to the Disclosing Party and is not generally known in the industry or to competitors of the Disclosing Party and which shall include:
  - 1.3.1 tangible information marked by the Disclosing Party with the word "Confidential" or otherwise identified by an appropriate stamp or legend indicating its confidential nature;
  - 1.3.2 Confidential Information disclosed orally or visually and identified by the Disclosing Party as confidential when disclosed, and confirmed by the Disclosing Party in a written notice within thirty (30) days following disclosure, which notice shall include markings similar to those outlined above; and
  - 1.3.3 all other information that, notwithstanding the absence of markings or designations, would be understood by the parties, exercising reasonable business judgment, to be confidential.
  - 1.3.4 technical, financial and business information and models, information relevant to the current or proposed business plans of the Disclosing Party, reports, market projections, analyses, working papers, comparisons, studies, or other documents which contain such information;
  - 1.3.5 information disclosed either directly, in oral or tangible form (including, but not limited to, magnetic or electronic form), or indirectly, by permitting the Receiving Party or its employees to observe various operations or processes conducted by the Disclosing Party;
  - 1.3.6 information of the Disclosing Party's Affiliates, employees or agents; and
  - 1.3.7 any material or documents prepared by the Receiving Party that is based on or contains any information disclosed by the Disclosing Party.
  - 1.3.8 Confidential Information does not include information that:
    - 1.3.8.1 is or becomes available in the public domain through no act of the Receiving Party;

- 1.3.8.2 has been received on a non-confidential basis from a third party without breach of this Contract, where the Receiving Party has no reason to believe that such third party is bound by any confidentiality obligation to the Disclosing Party;
- 1.3.8.3 was already known by the Receiving Party without any obligation of confidence prior to receipt;
- 1.3.8.4 was developed independently by the Receiving Party without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated; or
- 1.3.8.5 is confirmed by the Disclosing Party as not being confidential in writing.
- 1.6 “COTS” means commercial off the shelf Intellectual Property in the form generally released and distributed to Hexagon’s customers and not including any functionality or features requiring source code changes.
- 1.7 “COTS Documentation” means commercial off the shelf documentation in the form generally released and distributed to Hexagon’s customers and not including or requiring changes thereto.
- 1.8 “Customized Software” means those Services Deliverables that are software or computer code, whether in source code or object code.
- 1.9 “Deliverable(s)” means all Services Deliverables, software, hardware, and other items delivered or to be delivered by Hexagon to Customer and identified in Exhibits B and C.
- 1.10 “Effective Date” means the date and time the last Party is given notice that the last Party has executed this Contract.
- 1.11 “Fixed Price Project Assignment” means Hexagon will provide the Services and Software licenses for a fixed price.
- 1.12 “Hexagon IP” means Hexagon or Hexagon Affiliate developed, created, or prepared Intellectual Property.
- 1.13 “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.
- 1.14 “Intellectual Property” means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, documentation, mask work rights, design, ideas, product information, inventions and improvements thereto (whether or not patentable), and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.
- 1.15 “Maintenance Services” means only those services associated with the maintenance of the Software and other Deliverables licensed to Customer identified in Exhibit C.
- 1.16 “Purchase Order” or “PO” means a document issued by Customer to Hexagon to authorize the delivery of certain Services or Deliverables contemplated herein.
- 1.17 “Quote” means a document prepared by Hexagon reflecting prices for Services, Maintenance Services, and/or Deliverables.
- 1.18 “Services” means the work, services, projects, assignments, or tasks Hexagon shall perform pursuant to Exhibit B. Services do not include Maintenance Services.
- 1.19 “Services Deliverable” means any data, document, information, Customized Software, Third Party Software, or material provided to Customer as a product of Hexagon’s performance of Services pursuant to the Contract.
- 1.20 “Software” means the software owned by Hexagon or an Affiliate and Third Party Software that is licensed to Customer.
- 1.21 “Software Product” means Hexagon IP delivered as proprietary object code or machine readable program identified in and to be provided by Hexagon to Customer pursuant to Exhibits B or C. Software Product includes all of the following: (i) any associated Hexagon or Affiliate files, disk(s), CD-ROM(s) or other media with which the software is provided, (ii) any associated templates, data, printed materials, and “online” or electronic documentation, and (iii) any Updates or Upgrades of such Software Products provided pursuant to Maintenance Services). Software Product shall not mean any Third Party software, if any, that may be licensed to Customer under a separate license agreement.
- 1.22 “SOW” means the statement of work setting forth the scope of Services being provided pursuant to Exhibit B.

- 1.23 “Subsystem” means a Software and hardware solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Hexagon’s computer aided dispatch system (“CAD”), records management system (“RMS”), field based reporting (“FBR”), and mobile for public safety (“MPS”) are each an example of a Subsystem.
- 1.24 “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 Hexagon.
- 1.25 “Term” means the duration of performance under this Contract.
- 1.26 “Third Party Software” means computer software or other technology in which any person or entity, other than Hexagon or Hexagon’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.
- 1.27 “Update” means any modified version, fix, or patch of the Software Product provided by Hexagon.
- 1.28 “Upgrade” means each new release of the Software Product that is a result of an architectural, major, or minor change to the Software Product provided by Hexagon.
- 1.29 “User” means Customer or an individual employed by Customer. A User may also include Customer’s contractor who requires temporary use of the Software Product to provide services on Customer’s behalf.

## **2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS**

### **2.1. Duties and Responsibilities**

Each party agrees to perform its respective obligations and responsibilities identified in Exhibits B-1 and B-2.

### **2.2. Delivery and/or Installation.**

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made and Services performed as defined in Exhibit B-2.

## **3. CONTRACT TERM**

### **3.1. Contract Term**

The Contract Term will begin on the date (the “Effective Date”) this Contract is approved by all required parties and filed in the Metropolitan Clerk’s Office. This Contract Term will end twenty-four (24) months from the Effective Date.

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. Contractor will be notified in writing within sixty (60) days notice of the expiration date if Metro chooses to exercise the option to extend. Any Contract Amendment will only be valid upon mutual execution. In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

## **4. COMPENSATION**

### **4.1. Contract Value**

This Contract has an estimated value of \$658,852.98. The pricing details are included in Exhibit D and are made a part of this Contract by reference. CONTRACTOR shall be paid with respect to maintenance in accordance with B -2 and D.

Upon the contract execution, Metro shall issue a purchase order for Year 1 of Maintenance in an amount of \$321,259.86, which shall reflect the payment for the first Coverage Period under this Agreement. Before the Coverage Anniversary Date for Year 2, or such other years as established between the parties, Hexagon shall provide Metro with a renewal Quote as set forth in Exhibit B-2.

**4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will pay CONTRACTOR within 30 days of receipt of invoice.

**4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

For Maintenance Services provided pursuant to Exhibits B -2 and Exhibit D, METRO shall pay CONTRACTOR the amount corresponding to the applicable year of Maintenance Services within thirty (30) days of receiving an invoice for that year of Maintenance Services, which shall be issued upon receipt of Metro's applicable purchase order.

**4.4. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

**4.5. Invoicing Requirements**

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the work reflected in the applicable project has been completed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

**5. TERMINATION****5.1. Breach**

Should either party violate any of the material terms of this Contract, the non-breaching party shall identify the breach and the breaching party shall cure the breach within thirty (30) days. If the breaching party fails to cure the breach, the non-breaching party shall have the right to immediately terminate the Contract. Such termination shall not relieve the breaching party of any liability to non-breaching party for damages sustained by virtue of any breach.

**5.2. Lack of Funding**

Should funding for this Contract or a Purchase Order be discontinued, METRO shall have the right to terminate an Order and/or this Contract immediately upon written notice to CONTRACTOR. In such an event, METRO will pay CONTRACTOR the sums otherwise due as provided below.

**5.3. Notice**

METRO may terminate this Contract or an Order at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract or an Order, CONTRACTOR shall immediately cease work and deliver to METRO, and METRO shall determine and pay to CONTRACTOR all payments otherwise due, including work in progress at the time of notice.

## **6. NONDISCRIMINATION**

### **6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### **6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination policies and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### **6.3. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying Contract number on the ACORD document.

### **7.2. Products Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.3. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.4. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

**7.6. Cyber Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.7. Technological Errors and Omissions Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.8. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

**7.9. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section. and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV**

Provide certified copies of endorsements if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## 8. GENERAL TERMS AND CONDITIONS

### 8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

### 8.2. Warranty

A. Software. The Software provided under the Orders is warranted to substantially conform to the user documentation for a period of thirty (30) days from initial installation. This warranty only applies to Software products that are not already covered by a Maintenance Agreement between Metro and Contractor.

B. Third-party Warranty Coverage. To the extent third-party products are supplied by Contractor, those products are provided with a pass-thru-warranty from the original manufacturer, if any.

C. Disclaimer. Any product information Contractor has shared with Metro during the proposal and/or contract activities to date was to provide an understanding of Contractor's current expected direction, roadmap, or vision and is subject to change at any time at Contractor's sole discretion. Contractor specifically disclaims all representations and warranties regarding future features or functionality to be provided in any Software or Deliverable. Contractor does not commit to develop the future features, functions, and/or products discussed in this material beyond that which is specifically committed to be provided by Contractor pursuant to a valid Order. Metro should not factor any future features, functions, or products into its current decisions since there is no assurance that such future features, functions, or products will be developed. When and if future features, functions, or products are developed, they will be made generally available for licensing by Contractor.

D. Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE, CONTRACTOR DISCLAIMS (TO THE FULLEST EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED PURSUANT TO THIS CONTRACT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, DURABILITY, HIGH RISK USE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES PROVIDED PURSUANT TO THIS AGREEMENT 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. THE WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND, EXCEPT AS SET FORTH IN ARTICLE ENTITLED "INDEMNIFICATION PROVISIONS" BELOW, REPRESENTS THE FULL AND TOTAL WARRANTY OBLIGATION AND/OR LIABILITY OF CONTRACTOR.

### 8.3. Software License

Any and all Contractor or Hexagon IP is provided to Metro pursuant the End User License Agreement attached hereto as Exhibit B -1.

### 8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information



that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

Subject to laws of the state of Tennessee, the Parties agree not to disclose Confidential Information provided to it by the disclosing party to the maximum extent allowable under applicable law unless if first obtains the disclosing party's written consent to such disclosure. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this provision of the Contract by the non-disclosing party and the disclosing party may be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision of the Contract but will be in addition to all other remedies available at law or equity.

#### **8.5. Information Ownership**

- (a) All information created by METRO is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information.

Except as provided under Exhibit B -1 or other applicable software licenses provided by Hexagon to Metro, nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that resides on CONTRACTOR's hardware, if any.

- (b) **IP Ownership**

Metro acknowledges Contractor will retain ownership and title of Intellectual Property made at any time while performing any Order. All Contractor Software provided under this Contract is licensed to Metro in accordance with Exhibit B-1 (End User License Agreement. Third Party Software is licensed to Metro pursuant to the software license agreement delivered with such Third Party Software product.

**(c) Hexagon Personnel**

All Services provided under this Agreement will be performed by Hexagon personnel that have been approved by the Information Technology Director for Metropolitan Nashville Police Department, who is an employee of Metro (the "IT Director"). The IT Director shall not withhold approval of Hexagon personnel unless such a decision is reasonable. To the extent Metro desires to have criminal background checks completed for the personnel Hexagon proposes to utilize in performing the work on the SOW, Customer shall be responsible for paying for the criminal background checks that are required to be completed by the Tennessee Bureau of Investigation for Hexagon's personnel who are providing services under this Agreement.

**8.6. Source Code Escrow**

Subject to an additional fee for this service, Hexagon shall provide all source code and any updates or fixes for Hexagon's Commercial Off the Shelf application software that are Covered Products for safekeeping with the source code escrow agent. Hexagon maintains an existing escrow agreement with NCC Group which allow Hexagon to register METRO as a beneficiary under the Escrow Agreement. As beneficiary of the Escrow Agreement, METRO will have access to all Source Code of the COTS Covered Products and for all versions of the software in the event that a triggering event (defined below) occurs. The software source deposited with the escrow agent will be a snapshot of the current version of the Source Code delivered by Hexagon in the form of a pure Source Code tree. Upon taking possession of the source code, METRO will have the right to use the source code for products that it owns in the versions currently installed on its system or any subsequent versions in the archive. Hexagon will make a deposit of the source code with the escrow agent once every six (6) months.

METRO shall have access to the source code only in the event Hexagon: (1) files for bankruptcy protection under Chapter 7 of the Bankruptcy Code, (2) makes a general assignment for the benefit of creditors; (3) appoints a general receiver or trustee in bankruptcy of Hexagon's business or property; or (4) or takes any other action under any state or federal insolvency or similar law for the purpose of its bankruptcy or liquidation.

Upon METRO taking possession of the source code, METRO hereby agrees as follows:

- (1) METRO accepts full and total responsibility for the safekeeping of the source code. METRO agrees that such source code shall be subject to the restrictions of transfer, sale, and reproduction placed on the software itself as stated in the software license signed by all parties.
- (2) METRO agrees to only use source code related to applications for which they own a license. There will be Source Code from other applications in the archive.
- (3) No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the source code to METRO. Hexagon's disclosure of the source code to METRO shall not constitute any representation, warranty, assurance, guarantee or inducement by the Hexagon to METRO of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons or of Hexagon.
- (4) Hexagon will not be responsible for maintaining the source code. Furthermore, Hexagon will not be liable for any consequences related to the use of source code modified by METRO.

**8.7. Information Security Breach Notification**

CONTRACTOR shall notify METRO of a data breach affecting Metro data within Hexagon's custody within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that

METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

#### **8.8. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

#### **8.9. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a U.S.: Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action at its own cost. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

#### **8.10. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. Notwithstanding the foregoing, Metro shall not be entitled to audit Contractor's internal accounting records or documents evidencing Contractor's profits and losses. The records shall be maintained in accordance with a set of generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in

accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

#### **8.11. Monitoring**

Subject to the limitations set forth in Section 8.10, CONTRACTOR's records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

#### **8.12. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract if it is feasible to do so.

#### **8.13. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

#### **8.14. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

#### **8.15. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

#### **8.16. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

#### **8.17. Compliance with Laws**

Each party agrees to comply with all applicable federal, state and local laws and regulations.

**8.18. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.19. Boycott of Israel**

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

**8.20. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**8.21. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

**8.22. Indemnification and Hold Harmless**

To the extent permitted by Tennessee law, CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for bodily injuries or damages arising, in part or in whole, from the negligent acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws, for which Metro has been cited and fined.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them

may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. Other than as permitted by Tennessee law, METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. With respect to any third-party claims that should arise, CONTRACTOR will defend, at its expense, a third party action, suit, or proceeding against Customer ("Claim"), and indemnify Customer from any judgments, settlements, and reasonable attorney's fees resulting therefrom, to the extent such Claim is (i) attributable to bodily injury, death, or physical damage to tangible property caused by CONTRACTOR's negligent acts or omissions arising under the Master Agreement; or (ii) based upon an allegation that a Software Product, Customized Software, Cloud Application, or Services Deliverable as of its delivery date under the Master Agreement, infringes a valid United States: patent, copyright, or trademark, or misappropriates a third party's trade secret ("Infringement Claim"). METRO agrees to cooperate with CONTRACTOR in this matters by: 1) providing prompt written notice to CONTRACTOR of any claims; 2) CONTRACTOR having primary control of the defense of any actions and negotiations related to the defense or settlement of any Claim, understanding CONTRACTOR may not settle a claim without METRO'S consent if such settlement assigns fault or culpability to METRO; and 3) cooperating to the full extent permissible by Tennessee law in the defense of a claim or settlement.

### **8.23. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of either party hereunder shall be assigned or transferred in whole or in part without the prior written consent of the other party. Any such assignment or transfer shall not release the assigning-party from its obligations hereunder. Metro recognizes that Contractor may wish to transfer its interests to a successor or merge with another firm. The Parties shall cooperate in executing such instruments as are required to effectuate any such transfer, if METRO agrees to the assignment or transfer, such agreement not to be unreasonably withheld.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method)**  
**OR**  
**METRO PURCHASING AGENT**  
**DEPARTMENT OF FINANCE**  
**PROCUREMENT DIVISION**  
**PO BOX 196300**  
**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

### **8.24. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**8.25. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.26. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.27. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee or the U.S. District Court for the Middle District of Tennessee.

**8.28. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

**8.29 Limitation of Liability**

TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT WILL HEXAGON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL HEXAGON'S LIABILITY UNDER THIS MASTER AGREEMENT EXCEED TWO (2) TIMES THE AMOUNT THAT HEXAGON HAS BEEN PAID BY CUSTOMER UNDER THE INDIVIDUAL MAINTENANCE ORDER UNDER WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

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Contract Number: **6566549**

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: **Intergraph Corporation**

Attention: **SIG Legal Department**

Address: **305 Intergraph Way, Madison, AL 35758**

Telephone: **256-730-2000**

Fax: **N/A**

E-mail: **contracts.sig@hexagon.com; william.starnes@hexagon.com**

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: **THE PRENTICE-HALL CORPORATION SYSTEM, INC**

Attention: **N/A**

Address: **2908 Poston Ave, Nashville, TN 37203-1312**

Email: **N/A**

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**Notices & Designations  
Department & Project Manager**

<b>Contract Number</b>	6566549
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	Police
<b>Attention</b>	John Singleton
<b>Address</b>	600 Murfreesboro Pike P.O. Box 196399 Nashville, TN 37219-6399
<b>Telephone</b>	615-862-7702
<b>Email</b>	John.Singleton@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

<b>Project Manager</b>	Kristin Heil
<b>Title</b>	Project Manager
<b>Address</b>	600 Murfreesboro Pike P.O. Box 196399 Nashville, TN 37219-6399
<b>Telephone</b>	615-862-7110
<b>Email</b>	kristin.heil@nashville.gov

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

**Contract Number 6566549**

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

**CONTRACTOR**  
**Intergraph Corporation**

**APPROVED AS TO PROJECT SCOPE:**

**Company Name**

Chief of Police John Drake SM  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

DocuSigned by:  
Tiffany Taylor  
3E47AB7B652B4C3...

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**

Signature of Company's Contracting Officer  
Tiffany Taylor  
Officer's Name  
Finance Director  
Officer's Title

Dennis Rowland DR  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Crumbo/mal EF  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY**

Lexie Ward B  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk Date

**SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request. This Inventory reflects all products and services the Contractor offers under this Agreement, including, but not limited to, any currently consumed by Metro Government. The form of this inventory can be a link to a site, if appropriate.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
  - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
  - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource

Exhibit A – ISA Terms and Conditions

Contract 6566549

provider (e.g., as an intended third party beneficiary under the Third Party Agreement). Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

**SECTION A-2****Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. “Affiliates” as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. “Agent” means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. “Agreement” means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. “Information Breach” means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. “Effective Date” means the date first set forth on page 1 of the Agreement.
6. “Metro Government Information” means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. “Metro Government Infrastructure” means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. “Metro Government Network” means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. “Term” means the period during which this Agreement is in effect.
10. “Security Incident” means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

## SECTION AST

### **Agent Security and Training**

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
  - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.

#### **4 Agent Training.**

Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on CJIS requirements regarding the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. M

**SECTION AV**

**Protection Against Malicious Software**

- 1 Microsoft Systems on Metro Government Networks.** Contractor shall install, activate, and keep current anti-virus software on all of its hardware and workstations in active use by its employees. Metro shall be responsible for protecting and supporting its hardware and workstations. The parties acknowledge, Contractor does not certify that Metro's antivirus software...is interoperable or will work without error with the application software previously licensed to Metro and that which has been used by Metro for more than five (5) years. •
  
- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible.
  
- 3** Upon Metro Government's request, Contractor shall provide commercially reasonable efforts to provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.



## SECTION BU

### **Information Backup, Contingency Planning and Risk Management**

- 1 Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information pertaining to Metro Government. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.
- 2 Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information pertaining to Metro Government. are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.
- 3 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

## **SECTION DEV**

### **Development**

**1 Source Code License/Source Code Escrow.** Source code is to be provided to either Metro Government or an escrow agent as a deliverable of any software development project or any other projects which requires code to be created as a deliverable and after any updates to code. Contractor must provide proof that all source code provided to Metro Government or to escrow agent is complete, up to date and includes all components necessary to function in production environment. Said source code shall be considered the Confidential Information of Contractor or its successor and Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement.

**1.1 Source Code Escrow.** In the event that (i) Contractor becomes insolvent or bankrupt, (ii) Contractor makes an assignment for the benefit of creditors, (iii) Contractor consents to a trustee or receiver appointment, (iv) a trustee or receiver is appointed for Contractor or for a substantial part of its property without its consent, (v) Contractor voluntarily initiates bankruptcy, insolvency, or reorganization proceedings, or is the subject of involuntary bankruptcy, insolvency, or reorganization proceedings, or (vi) Contractor announces that it has entered into an agreement to be acquired by a then named Competitor, then Contractor will negotiate in good faith to enter into a source code escrow agreement with a mutually agreed source code escrow company setting forth source code escrow deposit procedures and source code release procedures relating to the software provided as part of this contract. Notwithstanding the foregoing, the escrow instructions shall provide for a release of the source code to Metro Government only upon the occurrence of (a) the filing of a Chapter 7 bankruptcy petition by Contractor, or a petition by Contractor to convert a Chapter 11 filing to a Chapter 7 filing; (b) the cessation of business operations by Contractor; or (c) the failure on the part of Contractor to comply with its contractual obligations to Metro Government to comply with its maintenance and support obligations for a period of more than thirty (30) days after it has received written notice of said breach. In the event of a release of source code pursuant to this section, said source code shall continue to be the Confidential Information of Contractor or its successor in interest. In the event of a release of source code to Metro Government from escrow, Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement (or have a contractor who has agreed in writing to confidentiality provisions as restrictive as those set forth in this Agreement do so on its behalf).

## SECTION DMH

### **Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
  - 1.1** Access to the device or media shall require a password or authentication;
  - 1.2** The device or media shall be encrypted using Strong Encryption;
  - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
  - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
  
- 2 Media Disposal.**
  - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
  - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document [NIST SP800-88: Guidelines for Media Sanitization](#).
  - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
  - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
  
- 3 Media Re-Use.**
  - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
  - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

**SECTION ENC**

**Encryption and Transmission of Information**

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

## **SECTION IR**

### **Incident Response**

- 1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:
  - 1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.
  
- 2 Incident Response.**
  - 2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.
  - 2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

**SECTION LOG**

**Audit Logs**

- 1 **Audit Log Information.** Through the application, Metro shall have access to audit functionality enabled within the software. Metro may utilize the audit functions-embedded within the commercial off the shelf software as it believes appropriate.

## **SECTION NET**

### **Network Security**

#### **1 Network Equipment Installation.**

- 1.1** Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.
- 1.2** Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.
- 1.3** Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

#### **2 Network Bridging.** Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

#### **3 Change Management.** Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network.

#### **4 System / Information Access.**

- 4.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 4.2** Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
- 4.3** Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

## SECTION PAT

### **Patch Creation and Certification**

- 1 Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall, subject to the existence of an active and valid maintenance agreement between hexagon and Metro Government, provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products. These requirements shall be inapplicable and unenforceable for any software provided by Hexagon which are not covered by a maintenance agreement with Metro and Hexagon.
- 2 Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for Microsoft software which the Product is dependent upon when such patch is released. Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 3 Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall provide such guidance via Contractor's HelpDesk.
- 4 Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, and (b) specify the critical level of the Vulnerability and the applicable Security Patch.



## SECTION REM

### Remote Access to Metro Government Network/System

#### 1 B2B VPN or Private Circuit Requirements.

- 1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.
- 1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.
- 1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.
- 1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.
- 1.5 Contractor shall secure the VPN connection using Strong Encryption.
- 1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.
- 1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).
- 1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.
- 1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.
- 1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

#### 2 Requirements for Dial-In Modems.

- 2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.
- 2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

#### 3 System / Information Access. Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

#### 4 Remote Access Account Usage.

- 4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.
- 4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

- 4.3 Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

## **5 Metro Government Network Access Requirements.**

- 5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.
- 5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:
  - 5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.
  - 5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.
  - 5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

## **6 Use of Remote Support Tools on Metro Government Network.**

- 6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.
- 6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

## **7 Remote Control Software**

- 7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.
- 7.2 Remote Control Software must secure all network traffic using Strong Encryption.
- 7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.
- 7.4 Remote Control Software shall not provide escalation of user account privileges.
- 7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.

**SECTION SOFT**

**Software / System Capability**

**1 Software Capabilities Requirements for software products acquired under this agreement.**

- 1.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.
- 1.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.
- 1.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.
- 1.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.
- 1.5 Contractor Products shall mask or hide the password entered during Interactive User Login.
- 1.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.
- 1.7 Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.
- 1.8 Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.
- 1.9 Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.
- 1.10 Contractor's Product shall have the capability to function within Metro Governments Information Technology Environment. Specifications of this environment are available upon request.

- 2 Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.



## END-USER LICENSE AGREEMENT

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**IMPORTANT — READ CAREFULLY:** This EULA is a legal agreement by and between User and Hexagon. All copies of Software are licensed to User by Hexagon pursuant to the terms of this EULA. Software is also subject to Use Terms. By installing, copying, downloading, accessing, or otherwise using Software, User agrees to be bound by the terms of this EULA, which shall govern User's use of the Software, unless Hexagon and User have agreed to Order Documents that specifically address the licensing of the applicable Software, in which case the license agreement in, and together with, the Order Documents shall take precedence and shall govern User's use of the Software. Any software, including without limitation, any third party components and/or Updates, associated with a separate end-user license agreement are licensed to User under the terms of that license agreement. Use Terms applicable to an Update shall apply to the Update. All use of the Software is subject to applicable Order Documents. If User and Hexagon did not mutually agree to Order Documents containing a license to the Software when User obtained the Software, and in the absence of Order Documents containing a license, if User does not agree to the terms of this EULA, User is not authorized to, and User shall not, copy, download, access, install, or use the Software.

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- 1.0 DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Common Terms Glossary accessed at <https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/GLP.pdf>.
- 2.0 LICENSE GRANT.** Provided User is not in breach of any term or condition of this EULA, Hexagon hereby grants User a limited, non-exclusive license up to the quantity of Software licenses purchased by User to: (i) install and use the Software in object code form only; (ii) use, read, and modify Documentation prepared by Hexagon and delivered to User pursuant to the Order Documents; and/or (iii) view and/or use Hexagon audio-visual training materials provided to User pursuant to the Order Documents; provided all of the foregoing shall be strictly for User's internal use and strictly in accordance with this EULA and the applicable Order Documents. The license is non-transferable, except as specifically set forth in this EULA. User assumes full responsibility for the selection of the Software to achieve User's intended results, and for the installation, use, and results obtained from the Software.
- 3.0 UPDATES.** If the Software is an Update to a previous version of the Software, User must possess a valid license to such previous version to use the Update. Neither the Software nor any previous version may be used by or transferred to a third party. All Updates are provided to User on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the Update. By using an Update, User (i) agrees to voluntarily terminate User's right to use any previous version of the Software, except to the extent that the previous version is required to transition to the Update; and (ii) acknowledges and agrees that any obligation that Hexagon may have to support the previous version(s) of the Software will end upon availability of the Update. If an Update is provided, User will take prompt action to install such Update as directed by Hexagon. If User fails to do so, User acknowledges that the Software may not work correctly or that User will not be able to take advantage of all of the Software's available features. In such event, Hexagon will not be liable for additional costs User incurs because of User's failure to install such Update. For Third Party Software, please read carefully the applicable Third Party Terms regarding concurrent use of an Update and the prior version of Software during transition to the Update as the Third Party Terms may differ from terms applicable to Hexagon Software Products.

## 4.0 RIGHTS AND LIMITATIONS

### 4.1 The Following are Permitted for User's License:

User may make one copy of Software media in machine readable or printed form and solely for backup purposes. Hexagon retains ownership of all User created copies. User may not transfer the rights to a backup copy unless User transfers all rights in the Software and license as provided for in Section 4.2.1 below. Any other copying of the Software, any use of copies exceeding the number of copies User has been authorized to use and has paid for, and any distribution of the Software not expressly permitted by this EULA, is a violation of this EULA and of federal and/or applicable governing Tennessee law.

### 4.2 The Following are Prohibited for User's License:

4.2.1 Subject to applicable Tennessee law and any specific contractual provisions to the contrary, User shall not sell, rent, license, lease, lend or otherwise transfer the Software, or any copy, modification, or merged portion thereof without Hexagon's express written consent for such transfer, which consent may not be unreasonably withheld. Any such unauthorized transfer will result in automatic and immediate termination of the license.

4.2.2 The Software is licensed as a single product. User shall not, and User shall not authorize anyone else to: (i) decompile, disassemble, or otherwise reverse engineer the Software; (ii) work around any technical limitations in the Software; (iii) publish the Software for others to copy or use; (iv) use, copy, modify, distribute, disclose, license or transfer the Software, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA; (v) re-use the component parts of the Software with a different software product from the one User is licensed to use or on different computers; (vi) circumvent any license mechanism or in the Software or the licensing policy; (vii) publish to a third party any results of benchmark tests run on the Software; (viii) use or view the Software for any purposes competitive with those of Hexagon; (ix) use the Software except as expressly set forth in this EULA; and (x) unless otherwise specifically permitted in writing by Hexagon, use the Software outside the country in which it is licensed.

### 4.3 Fault Tolerance

The Software is not one hundred percent (100%) fault tolerant. Unless the Software's Documentation expressly provides the contrary, the Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High-Risk Use"); and, User is not licensed to use the Software 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. User hereby agrees not to use the Software in, or in connection with, any High-Risk Use. High Risk Use shall not mean use of the Software for purposes for which it is regularly marketed and sold (e.g., public safety and utility dispatch software may be used to dispatch police, fire, emergency medical services, and emergency utility services).

### 4.4 Licensing Mechanism Disclaimer.

Without waiver of any of its rights herein, Hexagon may at its sole discretion provide User who is operating public safety Software a licensing mechanism to allow such Software to be available for use even when User has accessed all of its purchased licenses. Regardless of whether it receives the licensing mechanism, User acknowledges it is permitted to use the Software only up to the number of licenses it has purchased. Any usage of Software beyond the amount purchased by

User will be subject to the payment of additional fees by User to Hexagon at then current prices for the Software in like manner as provided in Section 7.2 below (Audit).

## **5.0 USER OBLIGATIONS**

- 5.1 The Software may require User's 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 and type of license and are available from Hexagon upon request.
- 5.2 User is responsible, and bears the sole risk, for backing up all systems, software, applications, and data, as well as properly using the Software.
- 5.3 At all times, User must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the Software, including, without limitation, when installed, used, checked out, checked in, and/or merged into another program.
- 5.4 User shall comply with the Use Terms, including (i) limitations that apply to specific types of licenses, and (ii) applicable Third Party Terms identified therein.

## **6.0 TERM.**

- 6.1 For a Perpetual License, this EULA is effective until terminated (i) by User, by returning to Hexagon the original Software or by permanently destroying the Software, together with all copies, modifications and merged portions in any form; (ii) by Hexagon, upon User's breach of any of the terms hereof or User's failure to pay the appropriate license fee(s); or (iii) upon User's installation of an Update that is accompanied by a new license agreement covering the Software Update; . User agrees upon the termination of this EULA to cease using and to permanently destroy the Software (and any copies, modifications, and merged portions of the Software in any form, and all of the component parts of the Software), and to certify such destruction in writing to Hexagon.
- 6.2 For a Subscription License, this EULA is effective until the User's Subscription Term expires without being renewed; by Hexagon upon User's breach of any of the terms hereof; User's failure to pay the appropriate Subscription License fee(s); or, the Subscription is otherwise terminated. User agrees upon the termination of this EULA or expiration of User's Subscription to cease using and to permanently destroy the Software (and any copies, modifications, and merged portions of the Software in any form, and all of the component parts of the Software), and to certify such destruction in writing to Hexagon.

## **7.0 AUDIT.**

- 7.1 Hexagon shall have the right to:
  - 7.1.1 Audit User's use of the Software and User's compliance with the provisions of this EULA during User's normal Business Hours. Hexagon will provide User with thirty (30) days prior written notice of an audit under this Section. Hexagon's right to conduct this type audit shall be limited to once per calendar year. Prior to the start of an audit, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by User. During the audit, User shall allow Hexagon's personnel to be provided reasonable access to both User's records and personnel.
  - 7.1.2 Obtain certain documentation from User, as follows. If the Software includes logging mechanisms intended to track usage volume or quantity, User shall transmit log files associated therewith to Hexagon upon Hexagon's demand and in accordance with Hexagon's reasonable transmission instructions. Hexagon will not demand the transmission of usage tracking log files more frequently than four (4) times in any calendar year. However, Hexagon acknowledges that User is a governmental entity of the state of Tennessee and is therefore and subject to the provisions of, applicable public disclosure laws, statutes, regulations and policies,

including, without limitation, the Tennessee Public Records Act (T.C.A. § 10-7-501 et seq.) (the "Tennessee Act"). Further, Hexagon acknowledges that there are exceptions to the Act that may make some requested information confidential under Tennessee state law and User may not be required to violate state law and produce certain documents.

- 7.2 In the event the results of the audit in Section 7.1.1 or the documentation provided by User in Section 7.1.2 indicate User has used unlicensed Software or quantities thereof, User agrees to promptly pay Hexagon: (i) the current list price for each unlicensed Software used by User; (ii) interest of two percent (2%) per month or the highest rate allowed by applicable law for each month, commencing with the initial month of unlicensed usage of the Software; and (iii) the costs for the audit in Section 7.1.1.

## **8.0 INTELLECTUAL PROPERTY.**

### **8.1 Ownership.**

8.1.1 **Software.** ALL SOFTWARE AND OTHER INTELLECTUAL PROPERTY ARE PROPRIETARY PRODUCTS OF HEXAGON AND ADDITIONAL THIRD PARTIES AND ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL TREATIES. TITLE TO SOFTWARE AND ALL COPIES, MODIFICATIONS AND MERGED PORTIONS OF SOFTWARE SHALL AT ALL TIMES REMAIN WITH HEXAGON AND SUCH THIRD PARTIES. Software is licensed pursuant to this EULA, not sold. Hexagon and additional third parties retain all right, title and interest in and to all Software, including, but not limited to, all IPR in and to each Software. All rights not expressly granted to User by this EULA or other applicable Third Party Terms are reserved by Hexagon and such third parties. If User brings a claim against Hexagon or any third-party manufacturer over IPR User claims is being infringed by the Software, User's license from Hexagon and any applicable third-party manufacturer(s) for the Software automatically terminates. No source code is deliverable hereunder unless otherwise agreed to in writing by Hexagon.

8.1.2 **Intellectual Property.** User acknowledges and agrees that Hexagon and third-party manufacturers, as applicable, own all rights in and to Hexagon's and the applicable third-party manufacturers' trade names, and no right or license is granted to User pursuant to this EULA to use such trade names.

8.1.3 **Third Party Software.** Third party components may be associated with the operation of the Software, or they may be delivered separately on the Software's media, but not otherwise associated with the operation of the Software. To comply with this EULA, User must also comply with applicable Third Party Terms associated with the operation of the Software identified by Hexagon in notices thereof.

### **8.2 Intellectual Property Infringement.**

8.2.1 **Remedy by Hexagon.** In the event the Software, in Hexagon's sole opinion, is likely to or does become the subject of a claim of infringement of any duly issued U.S. Intellectual Property, Hexagon may, at its sole option and expense, (i) procure for User the right to continue using the Software; (ii) modify the Software to make it non-infringing, but functionally the same; (iii) replace the Software with Software which is non-infringing, but functionally the same; or, (iv) provide a prorated refund to User of the actual amount User paid Hexagon for the Software.

**9.0 Indemnification by User.** To the extent permitted by Tennessee law in the event any proceeding (suit, claim, or action) is based (in whole or in part) on modifications, enhancements or additions made by User or any person or entity acting on User's behalf, or User's use of the Software in combination with other products not furnished by Hexagon, then subject to applicable

law, User agrees to hold harmless and defend, at User's sole cost and expense, all of Hexagon's right, title and interest in and to the Software, as well as Hexagon's goodwill and reputation, both in good faith and at a standard as if the claim is made against User. User shall reimburse Hexagon any defense expenses inclusive of reasonable attorneys' fees expended by Hexagon in defense of said claim, and pay any judgment rendered against Hexagon. User shall make such defense by counsel of User's choosing, and Hexagon shall reasonably cooperate with said counsel at User's sole cost and expense. User shall have sole control of said defense, but User shall allow Hexagon to reasonably participate in its own defense and User shall reasonably cooperate with Hexagon with respect to the settlement of any claim. Notwithstanding the foregoing, Hexagon may at any time decide to take over any defense of Hexagon at Hexagon's cost and expense, and User shall render full cooperation and assistance to transfer such defense to Hexagon and with respect to such defense.

**10.0 LIMITED WARRANTIES.**

10.1 Software Products are warranted to meet Minimal Operations Levels for a period of thirty (30) days from the initial installation; provided that Software Products covered by a Maintenance Contract between User and Hexagon shall instead be warranted and supported as stated in the Maintenance Contract.

10.2 Hexagon warrants that it has the right to grant User this license.

10.3 Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS EULA, TO THE EXTENT PERMITTED BY TENNESSEE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE, AND NON-INFRINGEMENT. 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. HEXAGON DOES NOT WARRANT THAT ANY SOFTWARE WILL MEET USER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE IS PROVIDED "AS IS" AND USER BEARS THE SOLE RISK OF USING THE SOFTWARE. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE TENNESSEE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO TENNESSEE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SOFTWARE AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

**11.0 LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY TENNESSEE LAW, USER ASSUMES FULL AND COMPLETE LIABILITY FOR USER'S USE OF THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT SHALL HEXAGON 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 EULA AND/OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT SHALL HEXAGON 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 HEXAGON, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR LIABILITY; DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; 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. TO THE EXTENT PERMITTED BY TENNESSEE LAW, HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY USER TO HEXAGON FOR THE SOFTWARE 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 USER 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 USER. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE TENNESSEE LAW.

11.1 In the event the Software does not substantially comply with the limited warranties set forth in this EULA, Hexagon's entire liability and User's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) the modification, repair or replacement of the Software; or (ii) termination of this EULA and a prorated refund to User of the actual amount User paid Hexagon for the Software for the period of time that the Software did not substantially conform to the limited warranties set forth in this EULA. All replacements and/or Updates made during the original warranty period will be warranted only for the remainder of the original warranty period. So long as Hexagon performs any one of the remedies set forth above, this limited remedy shall not be deemed to have failed of its essential purpose.

11.2 Hexagon 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.

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

12.1 To Cuba, Iran, North Korea, Syria, any area of Ukraine identified by the United States, European Union, or other applicable governments as subject to restriction. or any national of these countries or territories;

12.2 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, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List (<https://www.trade.gov/consolidated-screening-list>);

12.3 To any entity if User knows, or has 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; and/or

12.4 To any entity if User knows, or has reason to know, that an illegal reshipment will take place.

User agrees to comply with all applicable export control laws and regulations.

User shall not request information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country that is not sanctioned by the United States, including but not limited to the Arab League boycott of Israel.

If the Software User received is identified on the media as being ITAR-controlled, the Software has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations (ITAR). Export of this Software 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. The Software 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, such Software may be used in other countries or by other end users if prior written approval of DDTC is obtained.

To the extent permitted by Tennessee law, User agrees to hold harmless and indemnify Hexagon for any causes of actions, claims, costs, expenses and/or damages resulting to Hexagon from a breach by User of the export restrictions set forth in this EULA. Any questions regarding export or re-export of the Software or concerning ITAR restrictions, if applicable, should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, United States 35758, or at [exportcompliance@intergraph.com](mailto:exportcompliance@intergraph.com). If User is located outside the United States, User is responsible for complying with any local laws in User's jurisdiction which might impact User's right to import, export, or use the Software, and User represents that User has complied with any and all regulations and/or registration procedures required by applicable law related to the use and importation of the Software.

**13.0 HEXAGON CONFIDENTIAL INFORMATION.** User understands that Hexagon possesses information and data, tangible or intangible, including, without limitation, Hexagon IP, that was developed, created, and/or discovered by Hexagon, and/or which has become known to or has been conveyed to Hexagon, which has commercial value in Hexagon's day-to-day business and is not generally known in the industry or to competitors of Hexagon, regardless of whether such information and data is marked as proprietary or confidential ("Hexagon Confidential Information"). Hexagon considers such Hexagon Confidential Information to be proprietary and confidential. To the extent permitted by Tennessee law, User agrees to treat and maintain as proprietary and confidential Hexagon Confidential Information and any information or data provided by Hexagon, in whatever form, as User would treat User's 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 Hexagon Confidential Information or other information or data provided by Hexagon.

#### **14.0 GENERAL.**

**14.1 Entire Agreement.** User acknowledges that User has read this EULA, understands it, and agrees to be bound by its terms and conditions. User further agrees that this EULA, together with Order Documents, is the complete and exclusive statement of the agreement between User and Hexagon 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 User and Hexagon relating to the subject matter of this EULA. This EULA may be amended only by a written instrument signed by both User and Hexagon; *provided however*, certain Hexagon Software and Updates may be subject to additional or different terms and conditions, as applicable, contained in a separate EULA that is delivered with the applicable Software or Update. Any reproduction of this EULA made by reliable means (for example, printed, photocopy, or facsimile) will be deemed an original.

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

- 14.3 **Headings.** Numbered topical headings, articles, paragraphs, subparagraphs, or titles in this EULA are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.
- 14.4 **No Waiver.** The waiver by Hexagon of any of its rights or remedies in enforcing any action or breach under the EULA in a particular instance shall not be considered as a waiver of the same or different rights, remedies, or actions for breach in subsequent instances.
- 14.5 **Notices.** All notices given between User and Hexagon shall be in writing and shall be considered properly sent by postage prepaid United States Mail or overnight carrier to the User and/or Hexagon representative, as applicable, or such substitutes to receive such notices as may hereafter be disclosed by proper notification. User's address for notices shall be that last notified to Hexagon pursuant to this paragraph, or in the absence of such notice, the last known address in Hexagon's records. Hexagon's address for notices is Hexagon Safety, Infrastructure & Government, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.
- 14.6 **Assignment.** Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this EULA without the prior written consent of the other party, which shall not be unreasonably withheld.
- 14.7 **Other Hexagon Software Products.** If User has or uses other Hexagon software products and/or software products provided by other divisions or Affiliates of Hexagon, please read this EULA and all other terms and conditions carefully as there may be differences in the terms and conditions.
- 14.8 **Limited Relationship.** The relationship between User and Hexagon is that of independent contractors, and neither User nor User's agents shall have any authority to bind Hexagon.
- 14.9 **Waiver of Jury Trial.** HEXAGON AND USER 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.
- 14.10 **Injunctive Relief; Cumulative Remedies.** User acknowledges and agrees that a breach of this EULA by User could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. To the extent permitted by Tennessee law, considering User is a governmental entity of the State of Tennessee, User agrees that Hexagon 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 User, and User expressly waives any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this EULA are cumulative and concurrent and may be pursued separately, successively, or together.
- 14.11 **Governing Language.** The controlling language of this EULA is English. If User received a translation of this EULA into another language, it has been provided for User's convenience only. Most foreign language translations predate recent modifications to the official English language version. Be sure to refer to the official version.
- 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.")
- 14.12 **Survival.** The provisions of this EULA which require or contemplate performance after the expiration or termination of this EULA shall be enforceable notwithstanding said expiration or termination.
- 14.13 **Use Outside the United States.** If User is located outside the United States, then the provisions of this section shall also apply: User is responsible for complying with any local

laws in User's jurisdiction which might impact User's right to import, export and/or use the Software, and User represents that User has complied with any and all regulations and/or registration procedures required by applicable law to make this EULA fully enforceable.

**SIG062023**

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## Hexagon Safety & Infrastructure

### U.S. Support Terms and Conditions for Software

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These terms and conditions ("Support Terms") govern the provision to Customer of maintenance and support services by Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("Hexagon") with respect to Covered Products. Customer and Hexagon are each a "Party" and collectively the "Parties."

#### 1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the meaning set forth in the attached "Common Terms Glossary Exhibit."

#### 2. AUTHORIZATION OF MAINTENANCE SERVICES

In accordance with Order Documents that reference these Support Terms, Customer authorizes Hexagon to provide under the Support Contract the Maintenance Services for Covered Products during the Coverage Period.

#### 3. ELEMENTS OF AN ORDER

3.1 Each Order will be comprised of Order Documents.

3.2 Upon mutual acceptance of the Order Documents, Customer will execute the Order Documents and/or issue a PO or a notice to commence Maintenance Services.

3.3 Notwithstanding the foregoing, Orders for Maintenance Services shall commence on the date specified in the Order Documents regardless of whether Customer has issued a PO.

#### 4. TERM

4.1 Term. The Support Contract shall begin, retroactively (if applicable), on the first calendar day of the first Month of the Coverage Period and shall expire on the last calendar day of the last Month of the Coverage Period. The Coverage Period shall be for whole Months only.

4.2 Renewal. Prior to expiration of the Coverage Period, Hexagon may submit to Customer a renewal quote with pricing for extension of the Coverage Period. The Parties may extend the Coverage Period pursuant to Order Documents.

4.3 Lapse. In the event of a Lapse: (i) Hexagon shall, at any time, be entitled to discontinue Maintenance Services, in whole or in part, for the affected Covered Products; (ii) Hexagon shall be relieved of any previously provided pricing commitments or options for Maintenance Services, if any, related to time periods following the Lapse; and, (iii) Hexagon may permit Customer to reinstate support for Covered Products pursuant to Hexagon's then current policies and practices, including any policies or practices related to payment of reinstatement fees.

#### 5. SCOPE OF COVERAGE FOR COVERED SOFTWARE PRODUCTS

Maintenance Services described in this Section apply to Covered Software Products only. Maintenance Services for Covered Third Party Products are separately stated.

Hexagon offers three levels of Maintenance Services for Covered Software Products, dependent upon the Software Product and other factors. Under all levels of Maintenance Services, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis of Defects. Under all levels of Maintenance Services, but only until the subject Software Product version reaches Version Limitation I or Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Defects. After a Software Product version reaches Version Limitation I, but only until the subject Software Product reaches Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Level One Defects only. The level of Maintenance Services for each Software Product is identified in the Order Documents, subject however to Version Limitations. Defect corrections provided by Hexagon shall, unless otherwise agreed by Hexagon, be delivered within Hexagon's product releases, and in accordance with Hexagon's standardized release cycles. Levels of Maintenance Services are as follows:

- 5.1 Advantage Support. Advantage Support will include and be limited to the diagnostic and Defect correction support as described above, and the following: Out-of-the-box functionality support via the help desk (telephone or eService via Hexagon's Customer Support Web Site where available at <https://support.hexagonsafetyinfrastructure.com>; and, access to any applicable Hexagon problem knowledge base online self-help tool. Phone support is available Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-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 Hexagon office.
- 5.2 Standard Support. Standard Support will include and be limited to the following:
  - 5.2.1 All features of Advantage Support.
  - 5.2.2 Access to available Updates of Covered Software Products. Hexagon will notify Customer when Updates are made available for any Covered Software Products for which Maintenance Services have 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 Hexagon. Updates are shipped to Customer upon Customer request, logged in the Customer Support Web Site. Hexagon is not obligated to produce any Updates. For avoidance of doubt, a Customer's entitlement to Updates shall not include entitlement to any therein embedded or otherwise related module or function which is licensed and priced separately from Covered Product(s) for which Customer has purchased an entitlement to Updates.
- 5.3 Premium Support. Premium Support will include all features available under Standard Support (subject to Version Limitations). Additionally, for a Level 1 Defect, phone support is also available after-hours and on Hexagon-observed holidays.
- 5.4 Product Change Requests (also referred to as CR-E) will be reported in like manner as set forth in Section 5.1. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Covered Product(s) through an Update. Product Change Requests not accepted may be the subject of a separate contract between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to a Covered Product pursuant to a Product Change Request, any and all IPR resulting from the Update including the change or modification is and shall remain the property of Hexagon.

## 6 MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Maintenance Services by Hexagon 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 System Requirements. Customer is responsible for ensuring: the System Equipment and network infrastructure meet minimum system requirements specified by Hexagon and made available to Customer upon request; its System Equipment and network infrastructure are adjusted as required to accommodate Updates of Covered Products; compatibility of non-

Hexagon provided products with products provided by Hexagon; and, its systems, software, and data are adequately backed up. Hexagon is not liable for lost data.

- 6.2 Hexagon Access and Customer Cooperation. Customer's system and/or System Equipment must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. Customer will permit Hexagon to electronically access Customer's system via SecureLink™, a tool providing secure, auditable remote access to Customer's system for Hexagon to effectively render Maintenance Services. Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Maintenance Services obligations. When reporting problems to Hexagon'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 Hexagon 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. Customer will carry out any reasonable instructions and will install any necessary patches, Defect corrections, or Updates. Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Maintenance Services ("Authorized Contacts"). Customer must assure Authorized Contacts have adequate expertise, training, and experience to provide professionally accurate descriptions of malfunctions and facilitate Hexagon's efficient response. Authorized Contacts must have successfully completed Hexagon 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. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact.

## 7 EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of the Support Contract and may be available under separate Order 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 or other third party requirements (except as necessary to remedy a Defect).
- 7.4 System-level tuning and optimization and system administration support.
- 7.5 Training.
- 7.6 Services required because the Authorized Contact is not available or is not trained.
- 7.7 On-site services (unless waived by Hexagon, in its sole discretion).
- 7.8 Services required due to modifications of Covered Products by Customer.
- 7.9 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.
- 7.10 Services required due to failure of software or hardware that is not a Covered Product.
- 7.11 Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software.
- 7.12 Services required due to software or portions thereof that were incorrectly installed or configured (other than by Hexagon) or use in an environment inconsistent with the support environment specified by Hexagon, or used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications.
- 7.13 Services required due to cases of force majeure, especially lightning strikes, fire or flood, third-party criminal acts, or other events not caused through Hexagon's fault.
- 7.14 Services required due to Customer's failure to fulfill the Customer Obligations.
- 7.15 Services required due to faulty or incomplete Customer data.

## 8 COVERED THIRD PARTY PRODUCTS

Support and Updates of Covered Third Party Products shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Covered Third Party Products, and such Covered Third Party Products and related 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 in the Order Documents as Covered Products must be obtained from the third party owner of the products or their designated representative.

## 9 REQUIRED COVERAGE

- 9.1 Multiple or Interdependent Licenses. If Customer holds multiple licenses for any Covered Product, all held licenses must be included as Covered Products in the Support Contract.
- 9.2 Prerequisite Licenses. All prerequisite licenses for Software Products necessary to operate the Covered Products, together with all licenses of Software Products interoperating with Covered Products in a single solution, must be included as Covered Products in the Support Contract.

## 10 ADDITIONS AND REMOVALS OF COVERED PRODUCTS

- 10.1 Additions of Covered Products. Software Products licensed from Hexagon during the term of the Support Contract may be added as Covered Products, if such addition is addressed through additional related Order Documents. If Software Products are not added as Covered Products by commencement of Production use thereof, Hexagon may permit Customer to add support, but subject to additional fees payable pursuant to Hexagon's then current policies or practices.
- 10.2 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 Anniversary of its intent to remove any individual Covered Products from the Support Contract at the end of the then current and contracted Coverage Period or any Coverage Period Anniversary. Neither Party may remove Covered Products except upon Coverage Period renewal or extension or Coverage Period Anniversary; provided that Hexagon may additionally remove Covered Products as part of a general discontinuance program at any time upon one hundred eighty (180) days' written notice. Customer may not remove from the Support Contract individual software licenses of a Covered Product for which Customer has multiple copies under Maintenance Services or for Covered Products that are being used interdependently, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that it surrenders and relinquishes all rights in and to the applicable Software licenses and the copies of the Covered Product for which Customer desires to cease Maintenance Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to resume usage of the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

## 11 PAYMENT

- 11.1 Terms of Payment. Charges for Maintenance Services are due and payable annually and in advance. 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 Software 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. Covered Third Party Products added during a Coverage Period are subject to Section 8 of these Support Terms.
- 11.2 Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under the Support Contract, (ii) under any other



agreement between the Parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary, may not be rendered Maintenance Services until all past due charges are paid in full. The start of the Coverage Period shall not be postponed due to delayed payment of any charges.

- 11.3 Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon 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 for Maintenance Services that Customer does not report within such period.

## 12 CUSTOMER ACKNOWLEDGEMENTS

During the Coverage Period, Customer commits to the following:

- 12.1 Customer shall have reviewed the Order Documents and by executing the Order Documents confirms the Order Documents accurately reflects all Hexagon software in its possession or control
- 12.2 Customer acknowledges and confirms that for all Covered Products supported under the Support Contract, all licenses of a Covered Product for which Customer has multiple copies in its possession and all prerequisite licenses necessary to operate Covered Products, are accounted for in the Order Documents. If all like Covered Products or prerequisite software licenses are not accounted for in the Order Documents, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.
- 12.3 Customer acknowledges and confirms Maintenance Services provided herein shall be utilized only for the quantity of Covered Products licenses listed in the Order Documents.
- 12.4 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 applicable to the Covered Products supported under the Support Contract.

## 13 INTELLECTUAL PROPERTY

- 13.1 Software License. Any Updates furnished hereunder shall remain the property of Hexagon, Hexagon's Affiliate, or applicable third party, and are licensed in accordance with the then current Hexagon EULA, EULA of Hexagon'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, Hexagon shall provide Customer with such EULA or SLA. Upon Hexagon's request, Customer agrees to execute a EULA or SLA, as applicable, for Covered Products.
- 13.2 Confidential Information. Hexagon 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.

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 the Support Contract. Customer and Hexagon 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 their respective employees comply with these confidentiality provisions. 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 or judicial requirement 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.

#### 14 PERSONAL DATA.

- 14.1 Where Personal Data is provided by the Customer to Hexagon, the Customer shall act as the data controller and shall be responsible for complying with all applicable data protection laws. Hexagon shall act as the data processor in respect of such Personal Data and shall process the Personal Data in accordance with applicable data protection laws. The Customer acknowledges and agrees that Hexagon is not capable of being a data controller due to Hexagon's inability to determine the purpose and means of the processing of Personal Data provided by Customer to Hexagon. To the extent that: (a) Personal Data of Users provided by the Customer to Hexagon pursuant to this Support Contract is subject to the European Union General Data Protection Regulation 2016/679, as may be amended from time to time ("GDPR"); and (b) the Customer and Hexagon do not have a separate, written data processing agreement, then the Customer and Hexagon agree that the terms of Hexagon's Data Processing Addendum, as updated from time to time, found at [https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA\\_LP\\_08-2019.pdf](https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA_LP_08-2019.pdf), shall apply.
- 14.2 Where Customer is responsible for providing Personal Data on behalf of Users directly to Hexagon, Customer will secure and maintain all necessary consents and make all necessary disclosures before including Personal Data in Customer's Data input to, or otherwise supplied to Hexagon. In the event Customer, including all its Users, does not consent to Personal Data being processed as a result of this Support Contract, Customer acknowledges Hexagon may be unable to provide services, Software Products, and/or Maintenance Services (or part thereof).
- 14.3 Hexagon will only process Customer supplied Personal Data in accordance with the Customer's lawful instructions and to the extent and as necessarily required to provide the applicable goods and services under this Support Contract and for no other purpose. Except as may be otherwise required by law, contract, or judicial order, after expiration or earlier termination of this Support Contract, Hexagon will destroy all Customer-supplied Personal Data in accordance with applicable data protection laws.
- 14.4 If Hexagon supplies maintenance, support, or subscription services to Customer with respect to third-party products, and if the third-party supplier or proprietor of such requires Customer be party to any data processing agreement in connection therewith, and if Customer has not separately executed an instrument to satisfy such requirement, then Customer and Hexagon agree that the terms of the applicable third-party data processing agreement, as updated from time to time, found at [https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA\\_LP\\_08-2019.pdf](https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA_LP_08-2019.pdf), shall apply.

#### 15 LIMITED WARRANTIES; WARRANTY DISCLAIMERS

##### 15.1 Limited Warranties.

- 15.1.1 Hexagon Maintenance Services Warranty. Hexagon warrants for a period of thirty (30) days from the date of Maintenance Services that the Maintenance Services provided pursuant to the Support Contract, in the form of a Defect correction and/or services, will be performed with reasonable skill and care in accordance with the requirements set forth herein, provided the Covered Products for which the Maintenance Services are provided are used under normal conditions and in strict accordance with the terms and conditions herein. Customer agrees to promptly notify Hexagon of any unauthorized use, repair, modification, or misuse, as well as

- suspected defects in any Maintenance Services provided pursuant to the Support Contract.
- 15.1.2 Hexagon Software Warranty. Hexagon warrants for a period of thirty (30) days from the date of shipment of any Updates 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 Order Documents between the Parties governing the delivery of Software Products.
- 15.1.3 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.
- 15.1.4 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 HEXAGON. 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 THE SUPPORT CONTRACT, THEN HEXAGON WARRANTS THE SERVICES OR COVERED PRODUCTS TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.
- 15.2 Remedies. To the extent permitted by Tennessee Law, in the event a warranted Maintenance Service, Covered Product, or Update provided pursuant to the Support Contract does not substantially comply with the limited warranties set forth in the Support Contract, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Maintenance Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Maintenance Service, Covered Product, or Update for the period of time that the warranted Maintenance Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in the Support Contract.

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

- 15.3 WARRANTY DISCLAIMERS. Any warranties hereunder are void if failure of a warranted item results from unauthorized modification or repair of a warranted item; or misuse of a warranted item. EXCEPT AS SPECIFICALLY SET FORTH IN THE SUPPORT CONTRACT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE MAINTENANCE SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THE SUPPORT CONTRACT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Hexagon does not warrant that any Maintenance Services, Covered Products, and Updates provided pursuant to the Support Contract will meet Customer's requirements, and under no circumstances does Hexagon warrant that any Maintenance 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 Hexagon disclaims express or implied warranties to the maximum extent allowed by applicable law. Hexagon may share information from time to time related to its expected direction, roadmap, or vision for its products and services, all of which is subject to change at any time in Hexagon's sole discretion. Customer should not rely upon statements, presentations, or information regarding future features, functions, or products for any

purpose in absence of hexagon's formal and express contractual commitment to deliver the same.

## 16 LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE TENNESSEE LAW, IN NO EVENT SHALL HEXAGON 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 THE SUPPORT CONTRACT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SUPPORT CONTRACT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO HEXAGON DURING THE PAST TWELVE MONTHS UNDER THE SUPPORT CONTRACT 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 THE SUPPORT CONTRACT 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 HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

## 17 TERMINATION

The Support Contract may only be terminated prior to its expiration in the following ways:

- 17.1 By either Party if the other Party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for the other Party's business.
- 17.2 By Hexagon if Customer fails to pay Hexagon any amount when due (i) under the Support Contract; or (ii) under any other agreement between the Parties.
- 17.3 By Hexagon if Customer's license to the Covered Products for which Customer has purchased Maintenance Services is terminated.

## 18 RESTRICTIONS

- 18.1 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.
  - 18.1.1 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).
  - 18.1.2 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).
  - 18.1.3 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 U.S. Government contract. Hexagon and any applicable Third Party Software manufacturers are the manufacturers. The Covered Product is “unpublished” and all rights are reserved under the Copyright Laws of the United States.

18.2 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 Hexagon, 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:

18.2.1 To Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine, or any national of these countries.

18.2.2 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 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.pmdtdc.state.gov/compliance/debar.html>).

18.2.3 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.

18.2.4 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 Hexagon’s Export Compliance Department, 305 Intergraph Way, Madison, Alabama, United States 35758 or at [exportcompliance@intergraph.com](mailto:exportcompliance@intergraph.com).

18.3 Anti-Bribery. Each Party hereby certifies it shall comply with all applicable laws in carrying out its duties under this Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act (“FCPA”). In particular, Customer, on behalf of itself and its Affiliates, and Hexagon, each severally represent and agree that: such Party is familiar with the FCPA and its purposes and agrees to comply with the acts. Specifically, such Party is aware of and will comply with the FCPA’s prohibition of the payment or the gift of any item of value, either directly or indirectly, to an official of a government, political party or party official, candidate for political office, or official of a public international organization, for the purpose of influencing an act or decision in his/her official capacity, or inducing him/her to use his/her influence with the government to assist a company in obtaining or retaining business for, with, or in that country or directing business to any person; such Party has not made, and will not make, payments to third parties which such Party knows or has reason to know are illegal under the FCPA, or the laws of any applicable jurisdiction; and, the method of making payment to Hexagon as provided hereunder is not in violation of the law of any applicable jurisdiction. Either Customer or Hexagon has the right to terminate the Support Agreement upon any violation of the FCPA or similar laws by the other Party.

## 19 TAXES

All-charges under the Support Contract 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 to the extent allowed by applicable Tennessee law, shall indemnify and hold Hexagon 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 Hexagon's income, capital and/or assets. The total invoice amount for charges under the Support Contract is subject to increase by the amount of any Taxes which Hexagon is required to withhold, collect, or pay regarding the transactions under the Support Contract so that Hexagon receives the full amount of the charges on Hexagon's invoices. Any certificate to exempt the Support Contract from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

## 20 ADDITIONAL TERMS

- 20.1 Third Party Providers. Hexagon reserves the right to provide Maintenance Services through a third party provider.
- 20.2 Non-Solicitation of Employees. Customer agrees it will not, without the prior written consent of Hexagon, solicit any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the Term and for a period of twelve (12) Months after the Support Contract expires or is terminated.
- 20.3 Authority. Each Party represents and certifies to the other Party it has the requisite legal authority to enter into and be bound by the Support Contract.
- 20.4 Entire Support Contract. The Support Contract constitutes the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise provided in Order Documents, the Support Contract supersedes any and all prior discussions and/or representations, whether written or oral, relating to the subject matter of the Support Contract and no reference to prior dealings may be used to in any way modify the expressed understandings of the Support Contract. Hexagon does not accept any contradictory or additional terms and conditions, even by accepting a Purchase Order referencing different terms and conditions. The Support Contract 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 Hexagon. Any reproduction of the Support Contract made by reliable means (for example, photocopy or facsimile) will be deemed an original.
- 20.5 Order of Precedence. In the event of a conflict between the documents that form the Support Contract, the order of precedence will be as follows: (i) any addenda executed by Hexagon and Customer, with the latest addendum taking precedence over any earlier addenda; (ii) any document forming part of the Order Documents which is executed jointly by Hexagon and Customer; (iii) any Quotation issued by Hexagon and forming part of the Order Documents; (iv) these Support Terms; and, (v) any other document forming a part of the Order Documents.
- 20.6 Severability. Whenever possible, each provision of the Support Contract shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if any provision of the Support Contract 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 Support Contract.
- 20.7 Headings. The various headings in these Support Terms are inserted for convenience only and shall not affect the meaning or interpretation of these Support Terms or any section or provision of these Support Terms.

- 20.8 No Waiver. Any failure by either Party to enforce performance of the Support Contract 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 Support Contract.
- 20.9 Notices. Any notice or other communication ("Notice") required or permitted under the Support Contract 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 the Support Contract 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. Hexagon's address for Notices is Hexagon Safety & Infrastructure, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.
- 20.10 Assignment. Neither Party shall have the right to assign any of its rights nor delegate any of its obligations under the Support Contract without the prior written consent of the other Party, which shall not be unreasonably withheld.
- 20.11 Force Majeure. Except for payment obligations under the Support Contract, neither party shall be liable for any failure to perform or observe any of its obligations under the Support Contract 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; third-party criminal acts; 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 Support Contract upon providing thirty (30) calendar days prior written notice to the Party subject to the force majeure.
- 20.12 Governing Law. The Support Contract shall for all purposes be construed and enforced under and in accordance with the laws of the State of Tennessee and shall be deemed to have been accepted in Nashville, Tennessee, United States. The parties agree that any legal action or proceeding relating to the Support Contract shall be instituted in the state or federal courts of Tennessee. 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. The Support Contract 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.
- 20.13 Waiver of Jury Trial. Hexagon and Customer each hereby waive, to the fullest extent permitted by applicable Tennessee law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to the Support Contract.
- 20.14 Injunctive Relief; Cumulative Remedies. Customer acknowledges and agrees that a breach of the Support Contract by Customer could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. To the extent permitted by Tennessee Law, considering Customer is a governmental entity of the State of Tennessee, Customer agrees that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of the Support Contract by Customer, and Customer expressly waives any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in the Support Contract are cumulative and concurrent and may be pursued separately, successively or together.

Exhibit B-2

Contract 6566549

- 20.15 Governing Language. The controlling language of the Support Contract is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only.
- 20.16 Survival. The provisions of the Support Contract which require or contemplate performance after the expiration or termination of the Support Contract shall be enforceable notwithstanding said expiration or termination.





### COMMON TERMS GLOSSARY EXHIBIT

**“Affiliate”** means, for business entities, the parent business entity of a Party and any business entities in which a Party or its parent company directly or indirectly holds a controlling ownership interest. “Affiliates” means, for government entities which are Customers, an entity which has entered into an intergovernmental agreement with Customer which: (i) relates to or addresses the subject matter of the Principle Contracting Document; and (ii) was disclosed to, and acknowledged by, Hexagon (A) prior to the Effective Date for any existing intergovernmental agreements, and (B) prior to any renewal date of such Principle Contracting Document for any intergovernmental agreements entered into after the Effective Date. “Control” for the purposes of this definition means that Customer owns in excess of fifty percent (50%) of the ownership interest of the Affiliate or owns a majority of the voting shares of the Affiliate.

**“Confidential Information”** means any data or information, tangible or intangible, disclosed or made available by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") that the Disclosing Party considers confidential or proprietary and is not generally known in the industry or to competitors of the Disclosing Party and which shall include: (i) tangible information marked by the Disclosing Party with the word "Confidential" or otherwise identified by an appropriate stamp or legend indicating its confidential nature; (ii) Confidential Information disclosed orally or visually and identified by the Disclosing Party as confidential when disclosed, and confirmed by the Disclosing Party in a written notice within thirty (30) days following disclosure, which notice shall include markings similar to those outlined above; and (iii) all other information that, notwithstanding the absence of markings or designations, would be understood by the Parties, exercising reasonable business judgment, to be confidential. The term Confidential Information does not include information that: (i) is or becomes available in the public domain through no act of the Receiving Party; (ii) has been received on a non-confidential basis from a third party without breach of the Principle Contracting Document, where the Receiving Party has no reason to believe that such third party is bound by any confidentiality obligation to the Disclosing Party; (iii) was developed independently by the Receiving Party without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated; or (iv) is confirmed by the Disclosing Party as not being confidential in writing.

**“Coverage Period”** means the period of performance of Maintenance Services with respect to a Covered Product, as stated in the Order Documents. Coverage Periods may differ for discrete Covered Products.

**“Coverage Period Anniversary”** means, in the case where the Coverage Period is greater than one (1) year, the anniversary of the date on which the Coverage Period commenced.

**“Covered Products”** means collectively, Covered Software Products and Covered Third Party Products.

**“Covered Software Product(s)”** means Software Product(s) identified in the Order Documents as software for which Maintenance Services are to be provided by Hexagon. Covered Software Products shall not include Third Party Software or any Cloud Program.

**“Covered Third Party Products”** means Software Product(s) identified in the Order Documents as Third Party Software for which Maintenance Services are to be provided by Hexagon. Covered Third Party Products shall not include Software Products or any Cloud Program.

**“Customer”** means the non-Hexagon party to the Principle Contracting Document.

**“Customer Data”** means all electronic data or information: (i) provided by Customer to Hexagon in connection with the Deliverables provided pursuant to an Order; and/or (ii) created by Customer and/or Users. “Customer Data” shall not mean data which (i) is not peculiar to Customer, and/or (ii) is of value to

the general implementation, development, operation, or use of Hexagon products or services for the benefit of other customers. For the avoidance of doubt, Customer Data shall not include the Software Products, Documentation written by Hexagon, and any other data and information constituting a Hexagon Deliverable.

“**Defect**” means a reproducible instance of an adverse and incorrect functioning of a Software Product that impacts the ability to use functionality intentionally integrated in the design of the Software Product, assuming proper usage of the Software Product in its required operating environment. Defects are further classified into four levels as follows:

Level	Impact of Defect
▶ Level One	<i>No workaround available and either:</i> ▶ <i>Loss of data</i> ▶ <i>Data corruption</i> ▶ <i>Productive use prohibited, or</i> ▶ <i>Aborts.</i>
▶ Level Two	<i>No workaround available and either:</i> ▶ Primary purpose compromised, or ▶ Productive use significantly impacted
▶ Level Three	▶ Productive, but incomplete operation  Level Three Defects generally have a workaround or do not otherwise substantially impair productive use.
▶ Level Four	▶ Defects not qualifying as Level One, Two, or Three, including defects of a cosmetic nature and defects not materially limiting complete productive use

Customer shall classify a Defect in accordance with the foregoing; provided that, Hexagon shall reclassify the Defect as appropriate following its review thereof.

“**Deliverable(s)**” means all Services Deliverables, software, hardware, and other items delivered or to be delivered by Hexagon to Customer and identified in the Order.

“**Documentation**” means, whether in electronic or printed form, User's Guides, Reference Guides, Administrator's Guides, Configuration Guides, and Help Guides made available at the support website (<https://support.hexagonsafetyinfrastructure.com>) for Software provided by Hexagon to the Customer. Not all of the types of Software are provided with Documentation or with similar Documentation.

“**Effective Date**” means the date and time the last Party is on notice that all Parties have accepted the Principle Contracting Document.

“**EULA**” means the End-User License Agreement provided with Software Products.

“**Hexagon**” means **Intergraph Corporation doing business as Hexagon Safety & Infrastructure.**

“**Intellectual Property**” or “**IPR**” means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, documentation, mask work rights, design, ideas, product information, inventions and improvements thereto (whether or not patentable), and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.

“**Lapse**” means an occurrence of any period of time, regardless of duration, during which (i) a Covered Product is not the subject of an active Order for Maintenance Services or other Support Contract and an active Coverage Period, and/or (ii) payment is past due to Hexagon under a Support Contract. Extension

of a Coverage Period and/or payment to Hexagon after the occurrence of a Lapse shall not negate a Lapse, absent Hexagon's express written waiver.

**"Maintenance Services"** means those services described in the Support Terms" provided by Hexagon with respect to Software and other Deliverables licensed to Customer and identified in the Order Documents as the subject of Maintenance Services.

**"Month"** means, unless otherwise stated in the applicable provision, a calendar month.

**"Order"** means Order Documents that have been executed and/or accepted by both Parties documenting the purchase of any item or service and referencing the Principle Contracting Document.

**"Order Documents"** shall mean written documents, the terms of which include Hexagon's commitment to provide products, licenses, and/or services at a specified price, subject to the terms and conditions of the Principle Contracting Document. Order Documents may consist of a single document executed by the parties or a combination of documents that together form an Order.

**"Personal Data"** means data, including but not limited to criminal justice information, and other information which corresponds to a living individual person defined to be Personal Data under the applicable Personal Data protection laws of the Customer's jurisdiction.

**"Principal Contracting Document"** means the contract document accepted by the Parties which references and incorporates this Terms Glossary and/or references and incorporates a document to which this Terms Glossary is an exhibit or attachment.

**"Product Change Request"** means a request for additional functionality or modification to the purchased Covered Products.

**"Production"** means, as applicable, where a Subsystem is used in production/operation with an aim to accomplish one or more of its ultimate intended purposes. Operation solely for testing or training is not Production.

**"Purchase Order"** or **"PO"** means a document issued by Customer to Hexagon to authorize the delivery of certain Services or Deliverables.

**"Quote"** means a document issued by Hexagon reflecting Maintenance Services and/or Deliverables, which Hexagon offers to provide Customer, as well as the prices and fees therefor and the Customer's name and location. To the extent any document or information is identified in the Quote with the intention of it being incorporated into the Quote, it will form part of the Quote.

**"Software"** means the software owned by Hexagon or an Affiliate and Third Party Software that is licensed to Customer.

**"Software Product"** means the Hexagon software product(s) identified in the Order Documents and subject to the EULA, which includes (i) any associated Hexagon files or media with which the software is provided, (ii) any associated templates, data, printed materials, and "online" or electronic Documentation, and (iii) any Updates or Upgrades of such Software Products not made the subject of a separate license agreement. The term Software Products shall not include, and no rights of use are granted to User for, Third Party Components, Hexagon products, or dependencies unnecessary to operate products made the subject of the Order Documents, but incidentally delivered within the same files or media. Software Product shall not mean any Third Party Software. For the avoidance of doubt, Cloud Programs and their contents are not "Software Products" as that term is used herein. Software Products are subject to all of the terms and conditions of the End-User License Agreement which the Parties agree will apply to the same; and in the absence of such agreement, then the terms of the End-User License Agreement provided with the Software Product.

**"Subsystem"** means a Hexagon solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Hexagon's computer aided dispatch system ("I/CAD"), records management system ("RMS"), field based reporting ("FBR"), G/Technology (G/Tech), In/Service and mobile for public safety ("MPS") are each an example of a Subsystem.

**“Support Contract”** means a contract under which Hexagon provides Maintenance Services to Customer in relation to Covered Products and under which Customer is to compensate Hexagon therefor.

**“System Equipment”** means all computer-related hardware, including but not limited to, servers, workstations, cables, mice, keyboards, cameras, and SAN's; operating system software; database software; and other third party software.

**“Term”** means the duration of performance under the Support Contract.

**“Third Party Software”** means computer software or other technology in which any person or entity, other than Hexagon or Hexagon'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.

**“Update”** means any Upgrade, modified version, fix, patch and/or update of the Software Product. Updates not meeting the definition of Upgrades are subject to all of the terms and conditions of the EULA provided with User's then current version of the Software Product.

**“Upgrade”** means each new release of the Software Product. Upgrades require a full installation and may be provided with a separate EULA. Any EULA delivered with the Upgrade will supersede any EULA associated with prior releases of the Software Product.

**“User”** means Customer or an individual employed by Customer and authorized by Hexagon to use a particular Software Product or Third Party Software Product on behalf of the Customer. A User may also include Customer's contractor who requires temporary use in order to provide services on Customer's behalf. A person can only be authorized and a User if the person is an employee or designee of Customer and Customer has purchased the requisite number of licenses for that User.

**“Version Limitation I”** is a status reached by a Software Product version on the third anniversary of the Customer's first operation of that version in a live production environment.

**“Version Limitation II”** is a status reached by a Software Product version on the fourth anniversary of the Customer's first operation of that version in a live production environment, or upon the Customer's failure to commence live operation prior to the availability of two newer versions of the Software Product.

**“Version Limitations”** means, separately and collectively, limitations on Services to be provided hereunder based upon a Covered Product reaching Version Limitation I and/or Version Limitation II.

## Affidavits

**Compliance with Laws:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

**Taxes and Licensure:** Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

**Nondiscrimination:** Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

**Employment Requirement:** Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

**Covenant of Nondiscrimination:** Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:  
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;  
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;  
- Not to otherwise engage in discriminatory conduct;  
- To provide a discrimination-free working environment;  
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;  
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and  
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

**Contingent Fees:** It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

**Iran Divestment Act Affidavit:** By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

<https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/>

List\_of\_persons\_pursuant\_to\_Tenn.\_Code\_Ann.\_12-12-106\_Iran\_Divestment\_Act\_updated\_with%20NY05.04.22.pdf

**Sexual Harassment:** Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

**And Further Affiant Sayeth Not:**

Organization Name: Intergraph Corporation

Organization Officer Signature: Tiffany Taylor

WS

Name of Organization Officer: Tiffany Taylor

Title: Regional Finance Director

# Metropolitan Government of Nashville

## List of Software

Part #	Product	Qty
ESCROW	Annual Software Escrow Fee	1
RMS0001	inPURSUIT RMS Server	1
RMS0001TST	inPURSUIT RMS Server - Test License	1
RMS0002STE	inPURSUIT RMS Desktop Client - Site License	1
RMSCUSTOM15	Interface with the Warrant Jacketing System	1
RMSCUSTOM15	Interface with the ATS Message Switch	1
RMSCUSTOM15	Interface with the DataWorks Booking/Mugshot/Fingerprint Sys	1
RMSCUSTOM15	Interface with the EBS Personnel System	1
RMSCUSTOM15	Interface with the IBR/UCR Reporting	1
RMSCUSTOM15	Interface with the Jail Management System	1
RMSCUSTOM15	Interface with the MNPD AFIS System	1
RMSCUSTOM15	Interface with the Motorola CAD System	1
RMSCUSTOM15	Interface with the Patron FormStream Field based Reporting System	1
RMSCUSTOM15	Interface with the State Criminal Justice information System	1
RMSCUSTOM15	Interface with the State Juvenile Justice Information System	1

### Multi-Year Pricing

Year 1	\$ 321,259.86
Year 2	\$ 337,323.12



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminister Street, 10th Floor Providence RI 02903-2393 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> Intergraph Corporation 305 Intergraph Way Madison AL 35758 USA	INSURER A: Allianz Global Risks US Insurance Co.		35300
	INSURER B: Greenwich Insurance Company		22322
	INSURER C: The Travelers Indemnity Co of CT		25682
	INSURER D: Farmington Casualty Company		41483
	INSURER E: Travelers Property Cas Co of America		25674
	INSURER F:		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570109174294      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			USL02303224	06/01/2024	06/01/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HECAP-162D6025-TCT-24	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB0N26927324I3K	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
E				AOS UB3N06483824I3R AR, AZ, FL, GA, MA, MN, NE	06/01/2024	06/01/2025	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	Cyber Liability			US00110058E024A E&O/Cyber SIR applies per policy terms & conditions	06/01/2024	06/01/2025	Aggregate Deductible	\$5,000,000 \$683,911

Certificate No : 570109174294

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Contract No. 6566549. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars (for the software and hardware manufacturers & website designers). Error and Omission policy includes Cyber Insurance.

<b>CERTIFICATE HOLDER</b>  Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent 100 Metropolitan Courthouse Nashville TN 37201 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
SOLE SOURCE JUSTIFICATION FORM



SS #: SS2024114

Date Received: March 21, 2024

Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed sole source form and supporting documentation.

**Proposed supplier MUST be Registered in iProcurement**

Date: 3/20/2024 Requesting Department/Agency/Commission: Police IT  
Requesting Official: John Singleton Telephone #: 615-862-7451 This is for a Contract one time purchase  
Product/Service Description: Records Management System Maintenance Renewal Approval of Changes  
Total Purchase (Enter the value for the entire contract life) Price: ~~\$254,230.44~~ **\$658,852.98** <sup>Dr</sup> 10/23/2024 | 10:42 AM  
BU Number: 31160110 Fund #: 10101 Object Account: 502920 Any Other Accounting Info: \_\_\_\_\_

Proposed Supplier: Intergraph Corp dba Hexagon Proposed Supplier Contact: Renecer Davis  
Supplier Address: 305 Intergraph Way City: Madison ST: AL Zip: 35758  
Supplier Telephone #: 256-730-1321 Supplier Email: renecer.davis@hexagon.com

**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

**R4.12.060.02 Conditions for Use of Sole Source Procurement.**

Other item listed in R4.12.060.05

If Other, Explain Request: Intergraph/Hexagon is the sole provider of software maintenance and support for the existing Records Management System (RMS) currently in use at MNPD. This sole source procurement is necessary for the continued maintenance and support of the RMS while a new competitive RFP is released for a new RMS system contract for MNPD. Being the maker of the software Intergraph/Hexagon is the only vendor who can provide software maintenance and support for their system, This sole source is being requested under R4.12.060.05(b) due to this procurement being maintenance of high technology equipment and systems, and due to this maintenance only being available from one source.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: JS

Requesting Department Director's Signature of Approval: John Drake

Date: 3/21/2024 | 4:49 P M C DT

SS #: SS2024114

Date Received: March 21, 2024

**To be completed by the Procurement Division**

**Vetting & Research Needed; Date Requested by Purchasing Agent** \_\_\_\_\_

~~PRPD~~ confer w/dept. to determine best outcome, contract or PO

**Sole Source is Approved for:** \_\_\_\_\_

**Sole Source is Denied (See determination summary for denial reason)**

**PURCHASING AGENT:** Michelle R. Hernandez Lane **Date:** 4/11/2024 | 6:30 PM



## Sole Source Review

<b>Reviewed By:</b>	Zak Kelley		
<b>Recommendation:</b>	Approve	<b>Department:</b>	Police
<b>Supplier:</b>	Intergraph Corp dba Hexagon	<b>Pricing:</b>	\$255,000.00
<b>Description:</b>	Maintenance & support for existing records management system (RMS).	<b>Method:</b>	One-time purchase.

Procurement Code: MC 4.12.060

Procurement Regulations: R4.12.060.05 – Items Approved for Sole Source Procurement

Department Justification: Maintenance of high technology equipment and systems and software is approved for sole source by R4.12.060.05 (b).

**Review:** Under section R4.12.060.05 (b) of the procurement regulations, a contract may be awarded without competition when the service being procured is the maintenance of high technology equipment, systems, and software.

This is a request to sole source care & maintenance of MNPDP’s existing RMS from the manufacturer, Hexagon. The system is highly complex, customized, and integrated with other MNPDP systems. The division of purchases finds that this meets the standard set by R4.12.060.05 (b).

A sole source is recommended pursuant to R4.12.060.05 (b).


**Certificate Of Completion**

Envelope Id: CCA591218F6949A38D872AC7787DBCD3	Status: Sent
Subject: URGENT!!! Metro Contract 6566549 with Intergraph Corporation (Police)	
Source Envelope:	
Document Pages: 69	Signatures: 10
Certificate Pages: 17	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
11/1/2024 1:08:25 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


**Signer Events**

Signer Events	Signature	Timestamp
William Starnes william.starnes@hexagon.com Security Level: Email, Account Authentication (None)		Sent: 11/4/2024 7:49:18 AM Viewed: 11/4/2024 8:50:55 AM Signed: 11/4/2024 9:27:18 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.117.214.238	


**Electronic Record and Signature Disclosure:**  
Accepted: 11/4/2024 8:50:55 AM  
ID: 01e8fefc-d85e-44c4-a2d5-08b747128936

Gary Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)		Sent: 11/4/2024 9:27:25 AM Viewed: 11/4/2024 9:36:37 AM Signed: 11/4/2024 9:41:49 AM
	Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign


Samir Mehic samir.mehic@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 11/4/2024 9:41:53 AM Viewed: 11/4/2024 9:48:21 AM Signed: 11/4/2024 9:49:32 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.104	

**Electronic Record and Signature Disclosure:**  
Accepted: 11/4/2024 9:48:21 AM  
ID: 6e49faa2-91ff-4320-8018-0493b1907a6c

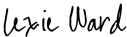
Ernest Franklin Ernest.Franklin@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 11/4/2024 9:49:36 AM Viewed: 11/4/2024 10:04:55 AM Signed: 11/4/2024 10:09:01 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
<p>Not Offered via DocuSign</p> <p>Tiffany Taylor tiffany.taylor@hexagon.com Regional Finance Director Intergraph Corporation Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 136.53.32.170</p>	<p>Sent: 11/4/2024 10:09:06 AM Viewed: 11/4/2024 10:54:12 AM Signed: 11/4/2024 11:56:20 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/4/2024 10:54:12 AM ID: 2f31d1da-bceb-48d5-ab21-a7266449683c</p>		
<p>Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent &amp; Chief Procurement Officer Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/4/2024 11:56:27 AM Viewed: 11/5/2024 6:08:50 AM Signed: 11/5/2024 6:09:11 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Chief of Police John Drake chiefofpolice@nashville.gov Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.104</p>	<p>Sent: 11/5/2024 6:09:15 AM Viewed: 11/5/2024 7:13:33 AM Signed: 11/5/2024 7:14:01 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/5/2024 7:13:33 AM ID: 1f3fe193-08a9-4a31-9f77-83d4cf45c97c</p>		
<p>Kevin Crumbo/mal michelle.Lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/5/2024 7:14:10 AM Viewed: 11/6/2024 12:02:43 PM Signed: 11/6/2024 12:03:08 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 11/6/2024 12:03:16 PM Viewed: 11/6/2024 12:04:02 PM Signed: 11/6/2024 12:04:35 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/6/2024 12:04:02 PM ID: 560617d9-358f-4a97-b884-f43b63a42868</p>		
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><b>Completed</b></p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 11/6/2024 12:04:41 PM Viewed: 11/6/2024 12:12:19 PM Signed: 11/6/2024 12:15:52 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/6/2024 12:12:19 PM ID: 5578f67e-10fc-4729-a491-29240bd91fde</p>		

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/6/2024 12:15:57 PM Viewed: 11/6/2024 1:11:38 PM Signed: 11/6/2024 1:11:50 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 11/6/2024 1:11:38 PM  
ID: 9d962bb0-0514-436c-abfa-8255cc68ef73

Lexie Ward lexie.ward@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/6/2024 1:11:54 PM Viewed: 11/6/2024 1:24:14 PM Signed: 11/6/2024 1:24:39 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 11/6/2024 1:24:14 PM  
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Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 11/6/2024 1:24:44 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 11/4/2024 7:49:18 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/17/2024 8:51:26 AM ID: 6687129d-8c92-4f60-ac78-5bbc4ccdc7bb		

Carbon Copy Events	Status	Timestamp
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Kristin Heil  
Kristin.Heil@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 10/29/2024 3:39:13 PM  
ID: e8dc0b4e-dfb8-402c-b419-76fe05effa06

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Renecer Davis  
reneider.davis@hexagon.com  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 10/28/2024 4:31:16 PM  
ID: 37fab935-a880-488b-9376-edcef8267bdf

Terri Ray  
terri.ray@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Zak Kelley  
Zak.Kelley@Nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

John Singleton  
John.Singleton@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 8/26/2024 2:23:39 PM  
ID: 3fa7ce0f-8d8e-45f2-b535-bebbbf961a4

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/4/2024 7:49:18 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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