

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 07/21/26

Resolution



Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution approving amendment one to a contract by and between The Metropolitan Government ofNashville and Davidson County ("Metro") and Intergraph Corporation.Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| ☐ Bonds | ☐ Contract Approval | ☐ Intergovernmental Agreement |
| ☐ Budget - Pay Plan | ☐ Donation | ☐ Lease |
| ☐ Budget - 4% | ☐ Easement Abandonment | ☐ Maps |
| ☐ Capital Improvements | ☐ Easement Accept/Acquisition | ☐ Master List A&E |
| ☐ Capital Outlay Notes | ☐ Grant | ☐ Settlement of Claims/Lawsuits |
| ☐ Code Amendment | ☐ Grant Application | ☐ Street/Highway Improvements |
| ☐ Condemnation | ☐ Improvement Acc. | ☐ Other: _____ |

FINANCE Amount +/-: \$ _____
Funding Source: Capital Improvement Budget
 Capital Outlay Notes
 Departmental/Agency Budget
 Funds to Metro
 General Obligation Bonds
 Grant
 Increased Revenue Sources
Match: \$ _____
 Judgments and Losses
 Local Government Investment Project
 Revenue Bonds
 Self-Insured Liability
 Solid Waste Reserve
 Unappropriated Fund Balance
 4% Fund

Other: _____ 6/30/2026 | 3:27 PM CDT

Date to Finance Director's Office: _____

Approved by OMB: Josh Daniels

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** Jennine Reed/mjw**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

RESOLUTION NO. RS2026 - ____

A resolution approving Amendment No. 1 to a Contract by and between The Metropolitan Government of Nashville and Davidson County ("Metro") and Intergraph Corporation.

WHEREAS, the parties desire to modify the terms and conditions to their original agreement dated December 4, 2024, Metro Contract No. 6566549; and,

WHEREAS, the parties wish to amend this agreement by extending the contract term to December 3, 2029, for a revised contract term of sixty (60) months; and,

WHEREAS, the parties wish to amend the contract value by adding \$1,198,091.40 to the contract total for a revised contract total of \$1,856,944.38; and,

WHEREAS, the parties wish to amend this agreement to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document; and,

WHEREAS, the parties wish to amend this agreement by removing and replacing Exhibit D – List of Maintenance Products and Prices – to reflect pricing for added service year(s); and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that these amendments thereto be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Amendment No. 1 to the Contract between the Metropolitan Government and Intergraph Corporation is hereby approved.

Section 2. The Metropolitan Government is hereby authorized to enter into the amended contract with Intergraph Corporation, attached hereto and incorporated herein, to extend the contract term, add value, and to update the language.

Section 3. That this Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/MLL
Jenneen Reed
Director of Finance

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:

Lexie Ward
Assistant Metropolitan Attorney

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Records Management System Maintenance

Amendment Summary: Amend clause 3.1 Contract Term to extend term to December 3, 2029 for a revised contract term of sixty (60) Months. Amend clause 4.1 Contract Value to add \$1,198,091.40 for a revised contract total of \$1,856,944.38. Amend clause 7.1 Proof of Insurance to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document. Removes and replaces Exhibit D - List of Maintenance Products and Prices to reflect pricing for added service year(s).

Contract Number: 6566549 Amendment Number: 1 Request Number: A2026133

Type of Contract: Multi-Year Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

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

Contract Start Date: 12/04/2024 Contract Expiration Date: 12/03/2029 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$658,852.98

Amendment Value: \$1,198,091.40

Fund: 10101*

New Estimated Contract Life Value: \$1,856,944.38

Cost Center: 1031160110*

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

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Jan Harvey BAO Staff: Jeremy Frye

Procuring Department: Police Department(s) Served: Police

Prime Contractor Information

Prime Contracting Firm: Intergraph Corporation ISN#: 504 Phone #: 256-730-1321

Address: 305 Intergraph Way City: Madison State: AL Zip: 35758

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐

(select/check if applicable)

Prime Company Contact: Renecer Davis Email Address: renecer.davis@hexagon.com

Prime Contractor Signatory: Tiffany Taylor **Email Address:** tiffany.taylor@hexagon.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: N/A

Percent, if applicable: N/A

Equal Business Opportunity Program:

Program Not Applicable

MBE Amount: N/A

MBE Percent, if applicable: N/A

WBE Amount: N/A

WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6566549
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND INTERGRAPH CORPORATION**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and **INTERGRAPH CORPORATION** located in Madison, AL.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated December 4, 2024, Metro Contract numbered 6566549, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 3.1 Contract Term to extend term to December 3, 2029 for a revised contract term of sixty (60) Months. Amended clause shall read as follows:

"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. The Contract Term will end (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office."

2. Amend clause 4.1 Contract Value to add \$1,198,091.40 for a revised contract total of \$1,856,944.38. Amended clause shall read as follows:

"This Contract has an estimated value of \$1,856,944.38. The pricing details are included in Exhibit D and are made part of this Contract by reference. CONTRACTOR shall be paid with respect to maintenance in accordance with B-2 and D."

3. Amend clause 7.1 Proof of Insurance to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document. Amended clause shall read as follows:

"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 on the ACORD document."

4. Removes and replaces Exhibit D - List of Maintenance Products and Prices to reflect pricing for added service year(s).



This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 6566549
Amendment Number 1

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

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

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Michelle A. Hernandez Lane AC
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennine Reed/MLL JD
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Lexie Ward B
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

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

Exhibit D - List of Maintenance Products and Prices

Contract 6566549



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	12/4/2024 to 12/3/2025
Year 2	\$337,323.12	12/4/2025 to 12/3/2026
Year 3	\$366,521.76	12/4/2026 to 12/3/2027
Year 4	\$398,389.68	12/4/2027 to 12/3/2028
Year 5	\$433,179.96	12/4/2028 to 12/3/2029



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/17/2026

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).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546">INSURER A: Transportation Insurance Co.</td> <td data-bbox="1388 514 1520 546">20494</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B: National Fire Ins. Co. of Hartford</td> <td data-bbox="1388 546 1520 577">20478</td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C: Lloyd's Syndicate No. 2003</td> <td data-bbox="1388 577 1520 609">AA1128003</td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D:</td> <td data-bbox="1388 609 1520 640"></td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E:</td> <td data-bbox="1388 640 1520 672"></td> </tr> <tr> <td data-bbox="803 672 1388 686">INSURER F:</td> <td data-bbox="1388 672 1520 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Transportation Insurance Co.	20494	INSURER B: National Fire Ins. Co. of Hartford	20478	INSURER C: Lloyd's Syndicate No. 2003	AA1128003	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Transportation Insurance Co.	20494														
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INSURER C: Lloyd's Syndicate No. 2003	AA1128003														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Octave Intelligence plc Intergraph Corporation 305 Intergraph Way Madison AL 35758 USA															

COVERAGES **CERTIFICATE NUMBER:** 570120985119 **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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	
B	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			8038054672	05/22/2026	05/22/2027	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8037872677	05/22/2026	05/22/2027	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC8038139821	05/22/2026	05/22/2027	☒ PER STATUTE ☐ OTHER	
A				AOS	05/22/2026	05/22/2027	E.L. EACH ACCIDENT	\$1,000,000
				WC8038135977			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				CA			E.L. DISEASE-POLICY LIMIT	\$1,000,000
c	E&O - Professional Liability - Primary			FSXCE2600687	05/22/2026	05/22/2027	Each Claim	\$5,000,000
				Claims Made-E&O/Cyber/Pro			Aggregate	\$5,000,000
				SIR applies per policy terms & conditions				

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.

CERTIFICATE HOLDER

CANCELLATION

Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent 100 Metropolitan Courthouse Nashville TN 37201 USA	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 
---	---

Holder Identifier :

570120985119

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Octave Intelligence plc	
POLICY NUMBER See Certificate Number: 570120985119			
CARRIER See Certificate Number: 570120985119	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 25	FORM TITLE: Certificate of Liability Insurance
E&O/Cyber Liability information	
(Aon) Commercial Risk (U.S) is authorized to generate and distribute certificates in an administrative capacity as evidence of insurance. As respects to policy number FSXCE2600687, Aon Commercial Risk (U.S.) is generating and distributing this certificate in an administrative capacity. Aon Belgium B.V. (UK Branch) is the broker for the defined policy.	



Contract Amendment Request Form

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email PRG@nashville.gov.

Departmental Information

What is your name?	John Scavio
What is your department?	Police
What is your email address?	john.scavio@nashville.gov
What is your phone number?	(615) 862-7864
What is the number of the contract being amended?	6566549
What is the title of the contract being amended?	Records Management System Maintenance
What is this amendment number?	1

Supplier Information

Who is the supplier?	Intergraph Corporation
What is the supplier's address?	305 Intergraph Way Madison, AL, 35758
Is the supplier registered in iSupplier?	Yes
If yes, what is the supplier's ISN?	504
Who is contract signatory for the supplier?	Tiffany Taylor
What is the supplier contract signatory's email address?	tiffany.taylor@hexagon.com

What is the supplier contract signatory's phone number?

(256) 730-2000

Amendment Information

Select all that apply & upload supplemental information as appropriate.

Will this amendment change the duration of the existing contract?

Yes.

If yes, what will be the new end date for this contract?

Tuesday, December 4, 2029

Will this amendment change the value of the existing contract?

Yes.

If yes, what is the value of the original contract?

658852.98

If yes, what is the total value of any previously executed amendments?

\$0.00

If yes, what is the value of this unexecuted amendment?

\$1,198,091.40

If yes, what is the percentage increase represented by this unexecuted amendment?

181%

If yes, what will be the new value of the existing contract?

\$1,856,944.38

Upload revised fee schedule and/or budget as appropriate.



Metro Gov Nashville 2026-21092 withpdf



Intergraph Corporation W-9 022826.pdf

Will this amendment change the scope of work of the existing contract?

No.

Will this amendment change the terms & conditions of the existing contract?

Yes.

Upload changes to terms & conditions, including redlines as appropriate.



Metro Gov Nashville 2026-21092 withpdf

Explain any additional changes resulting from this amendment not described above.

Note the contract amendment language portion of the vendor provided quotation.

Financial & Accounting Information

Requests that do not include full or accurate accounting information will be returned.

Prior to submitting an amendment request, please confirm both appropriate accounting information and budget availability with your finance manager and/or OMB budget analyst.

What is the fund number for this purchase? 10101

What is the business unit (BU) number for this purchase? 1031160110

What is the object account number for this purchase? 502920

I have confirmed with both my department finance manager and/or OMB budget analyst the accuracy of the financial information provided and sufficient fund availability for this request.

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this amendment request.



Customer:	Metropolitan Government of Nashville
Quote Number:	2026-21092
Quote Date:	04/13/2026
Expiration Date:	05/15/2026

Hexagon's Safety, Infrastructure & Geospatial division is rebranding, together with other business units of Hexagon AB. The new brand is OCTAVE. You will notice changes in the way we identify our organization and our products. No action is required of you; this is only a branding change. The legal entity with which you do business is not changing.

This quotation has been prepared for:

John Scavio
Metropolitan Government of Nashville
IS Advisor I
Metro Payment Services
Po Box 196301
Nashville TN 37219
United States

End User:

Metropolitan Government of Nashville
John Scavio
IS Advisor I
600 Murfreesboro Pike
Nashville Tennessee 37219
United States

Bill To:

Metropolitan Government of Nashville
Metro Payment Services
Po Box 196301
Nashville Tennessee 37219
United States

This Quotation is issued by:

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000



Customer:	Metropolitan Government of Nashville
Quote Number:	2026-21092
Quote Date:	04/13/2026
Expiration Date:	05/15/2026

Renewal Quotation

Renewal Configuration Listing

USD

Line	Base Part	Description	Begin	End	Service Level	Months	Qty	Monthly Unit Price	Extended Net Price
1	RMSCUSTOM15	Interface with the Warrant Jacketing System	12/01/2026	11/30/2027	PRM	12	1	\$274.62	\$3,295.44
2	RMS0001TST	inPURSUIT RMS Server - Test License	12/01/2026	11/30/2027	PRM	12	1	\$0.00	\$0.00
3	RMSCUSTOM15	Interface with the State Criminal Justice information System	12/01/2026	11/30/2027	PRM	12	1	\$702.77	\$8,433.24
4	RMS0001	inPURSUIT RMS Server	12/01/2026	11/30/2027	PRM	12	1	\$3,514.84	\$42,178.08
5	RMSCUSTOM15	Interface with the State Juvenile Justice Information System	12/01/2026	11/30/2027	PRM	12	1	\$702.78	\$8,433.36
6	ESCROW	Annual Software Escrow Fee	12/01/2026	11/30/2027	PRM	12	1	\$68.46	\$821.52
7	RMS0002STE	inPURSUIT RMS Desktop Client - Site License	12/01/2026	11/30/2027	PRM	12	1	\$20,460.83	\$245,529.96
8	RMSCUSTOM15	Interface with the ATS Message Switch	12/01/2026	11/30/2027	PRM	12	1	\$615.05	\$7,380.60
9	RMSCUSTOM15	Interface with the DataWorks Booking/Mugshot/Fingerprint Sys	12/01/2026	11/30/2027	PRM	12	1	\$615.05	\$7,380.60
10	RMSCUSTOM15	Interface with the EBS Personnel System	12/01/2026	11/30/2027	PRM	12	1	\$744.16	\$8,929.92
11	RMSCUSTOM15	Interface with the IBR/UCR Reporting	12/01/2026	11/30/2027	PRM	12	1	\$702.77	\$8,433.24
12	RMSCUSTOM15	Interface with the Jail Management System	12/01/2026	11/30/2027	PRM	12	1	\$626.23	\$7,514.76
13	RMSCUSTOM15	Interface with the MNPd AFIS System	12/01/2026	11/30/2027	PRM	12	1	\$431.31	\$5,175.72
14	RMSCUSTOM15	Interface with the Motorola CAD System	12/01/2026	11/30/2027	PRM	12	1	\$469.56	\$5,634.72
15	RMSCUSTOM15	Interface with the Patron FormStream Field based Reporting System	12/01/2026	11/30/2027	PRM	12	1	\$615.05	\$7,380.60

This Quotation is issued by:

Intergraph Corporation
 305 Intergraph Way
 Madison, Alabama 35758 USA
 Tel: (256) 730-2000



Customer:	Metropolitan Government of Nashville
Quote Number:	2026-21092
Quote Date:	04/13/2026
Expiration Date:	05/15/2026

	\$366,521.76
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This Quotation is issued by:

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000



Customer:	Metropolitan Government of Nashville
Quote Number:	2026-21092
Quote Date:	04/13/2026
Expiration Date:	05/15/2026

Summary

	USD
Maintenance Total	\$366,521.76
Total Price*:	\$366,521.76
Total Renewal Options	\$831,569.64
Optional Renewal Year Two	\$398,389.68
Optional Renewal Year Three	\$433,179.96

*Excluding taxes. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

Notes:

Effectiveness of Quote:
This Quote shall not become effective unless Octave and Customer execute the attached First Amendment to the Contract previously negotiated by the parties.

Governing Terms & Conditions:
This Quote is an Order made pursuant to the Maintenance Services Contract ("Contract") dated December 4, 2024 by and between the Metro Government of Nashville-Davidson County ("Customer") and Intergraph Corporation, an Octave Group Company ("Octave").

Purchase Order:
If a purchase order will be issued for this order, please ensure your purchase order references this Quote to clarify the Order is subject to the terms and conditions set forth therein.

This Quotation is issued by:

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000



Customer:	Metropolitan Government of Nashville
Quote Number:	2026-21092
Quote Date:	04/13/2026
Expiration Date:	05/15/2026

This quote is provided pursuant to separately agreed upon Terms and Conditions which are expressly identified in this Quote; but in absence of such express identification, this Quote is governed by [https://legaldocs.hexagon.com/sig/Octave%20Master%20Terms/OCTAVE%20US-MT%20\(01-2026\)FINAL%20\(001\).pdf](https://legaldocs.hexagon.com/sig/Octave%20Master%20Terms/OCTAVE%20US-MT%20(01-2026)FINAL%20(001).pdf).

If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.

Any commercial Off-the-shelf product information Octave has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Octave's current expected direction, roadmap or vision and is subject to change at any time at Octave's sole discretion. Octave does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Octave as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Octave.

To place an order against this quotation, prior to the expiration date, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to your Account Manager. This agreement shall only become binding and effective upon the written acceptance by Octave or the first delivery of the products/ services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Octave.

This Quotation is issued by:

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000

Amendment Request Review

,Reviewed By:	Gary C. Clay	Department:	Police
Contract #:	6566549	Unique ID No.	
Contractor Name:	Intergraph Corporation	Contract Description:	Records Management System Maintenance
Amendment No:	1	Amendment Amount:	\$1,198,091.40
Recommendation:	Approve		

Review:

This amendment increases the estimated value by \$1,198,091.40 for a revised estimated contract value of \$1,856,944.38

Amend Clause 4.1. Contract value to \$1,856,944.38

- Amendment will extend the **contract term to December 3, 2029**
- Amend **Clause 7.1 Proof of Insurance** to remove the requirement to identify the Contract number on the ACORD document.
- Amendment modifies **Exhibit D** List of Maintenance Product and Prices including table containing multi-year pricing for year 1 and year 2.
- Amendment has no impact on the scope of the Contract.

Note: On the Abstract - Amendment modifies the business unit (BU) number to **#1031160110**

Based on the above, amendment is **recommended**.

FILED BY THE METROPOLITAN CLERK:



Metropolitan Clerk

DEC 04 2024

Date



Amendment Request Signature Form

Amendment Number	A2026133
Date Received	May 11, 2026

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent & Chief Procurement Officer

5/14/2026 | 5:51 PM CDT

Date Signed



INTERGRAPH CORPORATION

Entity Type: Foreign For-profit Corporation
Formed in: DELAWARE
Term of Duration: Perpetual

Status: Active
Control Number: 000157149
Initial Filing Date: 5/7/1985 4:30:00 PM
Fiscal Ending Month: December
AR Due Date: 04/01/2027

Registered Agent	Principal Office Address	Mailing Address
THE PRENTICE-HALL CORPORATION SYSTEM, INC. 2908 POSTON AVE NASHVILLE, TN 37203-1312	305 INTERGRAPH WAY MADISON, AL 35758-7567	305 INTERGRAPH WAY MADISON, AL 35758-7567

AR Standing: Good	RA Standing: Good	Other Standing: Good	Revenue Standing: Good
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History (41) ^			
Type	Date	Tracking Number	Change History
2025 Annual Report for INTERGRAPH CORPORATION	3/31/2026 4:26:14 PM	B2026310644	- Annual Report Due Date changed from: 4/1/2026 to: 4/1/2027 - Officers Changed
2024 Annual Report for INTERGRAPH CORPORATION	3/26/2025 11:11:42 AM	B2025140991	- Annual Report Due Date changed from: 4/1/2025 to: 4/1/2026 - NAICS changed
System Amendment for INTERGRAPH CORPORATION	5/4/2024 1:40:30 AM		Assumed Name changed from: Hexagon Geospatial [Active] to: Hexagon Geospatial [Inactive - Name Expired]
2023 Annual Report for INTERGRAPH CORPORATION	2/29/2024 2:06:20 PM	B1514-4284	
2022 Annual Report for INTERGRAPH CORPORATION	3/16/2023 9:20:49 AM	B1356-7698	
Assumed Name Renewal for INTERGRAPH CORPORATION	2/17/2022 10:33:00 AM	B1160-4009	- Assumed Name changed from: Hexagon PPM to: Hexagon PPM - Expiration Date changed from: 02/22/2022 to: 02/17/2027
2021 Annual Report for INTERGRAPH CORPORATION	2/10/2022 10:45:54 AM	B1159-4952	
2020 Annual Report for INTERGRAPH CORPORATION	2/26/2021 10:35:53 AM	B0989-2053	

System Amendment for INTERGRAPH CORPORATION	8/28/2020 1:40:02 AM		Assumed Name changed from: Hexagon Safety & Infrastructure [Active] to: Hexagon Safety & Infrastructure [Inactive - Name Expired]
2019 Annual Report for INTERGRAPH CORPORATION	3/4/2020 10:03:33 AM	B0827-3741	
Assumed Name Renewal for INTERGRAPH CORPORATION	4/30/2019 9:22:46 AM	B0696-7376	- Assumed Name changed from: Hexagon Geospatial to: Hexagon Geospatial - Expiration Date changed from: 06/09/2019 to: 04/30/2024
2018 Annual Report for INTERGRAPH CORPORATION	2/19/2019 4:04:25 PM	B0654-8766	
2017 Annual Report for INTERGRAPH CORPORATION	2/23/2018 12:35:19 PM	B0502-5802	
2016 Annual Report for INTERGRAPH CORPORATION	3/6/2017 3:22:54 PM	B0356-8405	
Assumed Name for INTERGRAPH CORPORATION	2/22/2017 10:36:00 AM	B0350-0365	New Assumed Name changed from: No Value to: Hexagon PPM
2015 Annual Report for INTERGRAPH CORPORATION	3/15/2016 9:56:04 AM	B0215-6210	Principal Address 1 changed from: 305 INTERGRAPH WAY 1 NORTH-TAX to: 305 INTERGRAPH WAY
Assumed Name for INTERGRAPH CORPORATION	8/25/2015 9:12:00 AM	B0139-5324	New Assumed Name changed from: No Value to: Hexagon Safety & Infrastructure
2014 Annual Report for INTERGRAPH CORPORATION	3/23/2015 1:38:34 PM	B0073-7921	- Principal Address 1 changed from: 19 INTERPRO DR to: 305 INTERGRAPH WAY 1 NORTH - TAX - Principal Postal Code changed from: 35758-0015 to: 35758-7567
Assumed Name for INTERGRAPH CORPORATION	6/9/2014 11:18:00 AM	7349-2070	New Assumed Name changed from: No Value to: Hexagon Geospatial
2013 Annual Report for INTERGRAPH CORPORATION	3/18/2014 4:38:55 PM	A0223-0538	
2012 Annual Report for INTERGRAPH CORPORATION	2/6/2013 10:51:33 AM	A0153-3125	
2011 Annual Report for INTERGRAPH CORPORATION	2/2/2012 8:00:00 AM	A0102-2963	- Principal Address 1 changed from: 19 INTERPRO ROAD to: 19 INTERPRO DR - Principal Postal Code changed from: 35758 to: 35758-0015

2010 Annual Report for INTERGRAPH CORPORATION	3/1/2011 8:00:00 AM	A0058-1925	Principal Address 1 changed from: 170 GRAPHICS DR to: 19 INTERP ROAD
2009 Annual Report for INTERGRAPH CORPORATION	3/17/2010 8:00:00 AM	A0011-0153	
2008 Annual Report for INTERGRAPH CORPORATION	3/5/2009 12:09:20 AM	6461-2260	
2007 Annual Report for INTERGRAPH CORPORATION	3/14/2008 12:09:04 AM	6245-2342	
2006 Annual Report for INTERGRAPH CORPORATION	3/15/2007 12:09:32 AM	5985-1270	
2005 Annual Report for INTERGRAPH CORPORATION	3/23/2006 12:09:43 AM	5730-1758	Principal Address Changed
2004 Annual Report for INTERGRAPH CORPORATION	3/21/2005 12:05:51 AM	5397-1865	
2003 Annual Report for INTERGRAPH CORPORATION	3/22/2004 12:06:59 AM	5077-2621	Principal Address Changed
2002 Annual Report for INTERGRAPH CORPORATION	3/25/2003 12:09:44 AM	4766-0591	Principal Address Changed
2001 Annual Report for INTERGRAPH CORPORATION	1/28/2002 12:11:21 AM	4406-0493	
2000 Annual Report for INTERGRAPH CORPORATION	3/12/2001 12:06:25 AM	4144-0669	- Principal Address Changed - Mail Address Changed
Registered Agent Change (by Agent)	5/8/2000 12:03:03 AM	3904-0007	
1999 Annual Report for INTERGRAPH CORPORATION	3/14/2000 12:09:17 AM	3852-1755	
Registered Agent Change (by Entity) for INTERGRAPH CORPORATION	7/25/1996 12:00:23 AM	3201-1783	- Registered Agent Physical Address Change - Registered Agent Changed
Administrative Amendment for INTERGRAPH CORPORATION	12/1/1990 12:02:21 AM	FYC/REVENUE	Fiscal Year Close Changed
Articles of Amendment for INTERGRAPH CORPORATION	11/7/1990 12:00:58 AM	1986-0889	- Principal Address Changed - Registered Agent Physical Address Change - Registered Agent Changed

Administrative Amendment for INTERGRAPH CORPORATION	8/28/1990 12:01:16 AM	1906-0072	○ Mail Address Changed	
Administrative Amendment for INTERGRAPH CORPORATION	8/26/1988 12:01:09 AM	930-1287	○ Mail Address Changed	
Initial Filing for INTERGRAPH CORPORATION	5/7/1985 12:01:32 AM	547 01625		
Name History (3) ^				
Name		Type	Effective	Expires
Hexagon PPM		Assumed Name	02/22/2017	02/17/2027
Hexagon Geospatial		Previous Assumed Name	06/09/2014	04/30/2024
Hexagon Safety & Infrastructure		Previous Assumed Name	08/25/2015	08/25/2020

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Gary Clay

gary.clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication (None)

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Samir Mehic

samir.mehic@nashville.gov

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Signed: 6/26/2026 10:17:58 AM

Signature Adoption: Pre-selected Style

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Signed using mobile

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Josh Dhanens

josh.dhanens@nashville.gov

Security Level: Email, Account Authentication (None)

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Tiffany Taylor

tiffany.taylor@hexagon.com

Regional Finance Director

Intergraph Corporation

Security Level: Email, Account Authentication (None)

Sent: 6/26/2026 12:16:18 PM

Viewed: 6/26/2026 2:08:31 PM

Signed: 6/28/2026 5:24:27 AM

Signature Adoption: Pre-selected Style

Using IP Address: 136.53.32.170

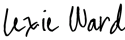
Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/26/2026 2:08:31 PM

ID: cdece80f-1e47-40a7-a7b1-079bbab9c65f

Signer Events	Signature	Timestamp
Michelle A. Hernandez Lane michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 174.228.101.72 Signed using mobile	Sent: 6/28/2026 5:24:32 AM Viewed: 6/29/2026 3:59:57 PM Signed: 6/29/2026 4:00:37 PM
Chief of Police John Drake chiefofpolice@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/30/2026 7:11:11 AM ID: 2956b357-69ff-472e-8fa4-f369138179a4	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.104	Sent: 6/29/2026 4:00:42 PM Viewed: 6/30/2026 7:11:11 AM Signed: 6/30/2026 7:11:19 AM
Jenneen Reed/MAL michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 174.228.101.86 Signed using mobile	Sent: 6/30/2026 7:11:25 AM Viewed: 6/30/2026 3:05:36 PM Signed: 6/30/2026 3:07:44 PM
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/30/2026 3:25:12 PM ID: 9e4f778a-7f1a-450f-9f13-ab1e8ff0f474	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 6/30/2026 3:07:48 PM Viewed: 6/30/2026 3:25:12 PM Signed: 6/30/2026 3:27:21 PM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/30/2026 4:09:54 PM ID: 9459d9ee-7eed-4e33-bf71-91ff70044d84	Completed Using IP Address: 170.190.198.185	Sent: 6/30/2026 3:27:25 PM Viewed: 6/30/2026 4:09:54 PM Signed: 6/30/2026 4:16:32 PM
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/1/2026 9:04:21 AM ID: e84c5c14-2a4f-4e43-92ed-89a2db102cd7	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 6/30/2026 4:16:36 PM Viewed: 7/1/2026 9:04:21 AM Signed: 7/1/2026 9:04:28 AM

Signer Events	Signature	Timestamp
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: 7/1/2026 9:04:32 AM Viewed: 7/1/2026 2:19:12 PM Signed: 7/1/2026 2:19:34 PM

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ID: f844244f-50e1-44a2-84b0-532b65f42231

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication (None)

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Jan Harvey
jan.harvey@nashville.gov
Security Level: Email, Account Authentication (None)

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Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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ID: 71ab30c6-7349-4356-a0bb-a4e3b4ce5abc

Jeremy Frye
jeremy.frye@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 5/4/2026 2:45:39 PM
ID: b2a9ce98-37ea-4730-9ee8-ac542a02e2e1

John Scavio
john.scavio@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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ID: 29e43479-0423-45ca-af88-f6ccdd443ccd

Carbon Copy Events	Status	Timestamp
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Renecer Davis renecer.davis@hexagon.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

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FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

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irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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