INTERLOCAL AGREEMENT

FOR THE CREATION OF THE

PINELLAS REGIONAL INFORMATION

MANAGEMENT ENTERPRISE

(PRIME)

This Interlocal Agreement ("Agreement") is made and entered into this _7th__ day of June____, 2022, by and between the City of Clearwater, City of Largo, City of Pinellas Park, City of St. Petersburg, City of Tarpon Springs, Pinellas County, and Pinellas County Sheriff (Sheriff), hereinafter collectively referred to as "Parties."

Recitals

WHEREAS, section 163.01, Florida Statutes, permits political subdivisions, agencies, or officers of the State, including, but not limited to counties, cities, school districts, single and multipurpose special districts, single and multipurpose public authorities, metropolitan or consolidated governments, separate legal entities or administrative entities created under Section 163.01(7), Florida Statutes, or independently elected county officers (collectively, "Public Agencies"), to enter into an interlocal agreement to jointly exercise any power, privilege, or authority which such Public Agencies share in common and which each might exercise separately, permitting the Public Agencies to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide for the sharing of their powers in a manner and pursuant to forms of governmental organization that are in the best interests of the Public Agencies; and

WHEREAS, each of the Parties are Public Agencies authorized to provide law enforcement dispatch emergency response services within its respective jurisdiction; and

WHEREAS, Pinellas County operates Pinellas County's Primary 911 Public Safety Answering Point (hereafter, "PRIMARY PSAP"); and

WHEREAS, Pinellas County is responsible for all 911 call-taking and dispatch for all Pinellas County fire departments and emergency medical service (EMS) first responders throughout Pinellas County, Florida, from the PRIMARY PSAP; and

WHEREAS, the Sheriff provides primary law enforcement dispatch service for unincorporated Pinellas County and nineteen of Pinellas County's twenty-four cities; and

WHEREAS, the City of St. Petersburg, City of Clearwater, City of Largo, City of Pinellas Park, and City of Tarpon Springs provide the primary law enforcement dispatch service for their respective jurisdictions, and each operates a Secondary PSAP; and

WHEREAS, the Parties recognize and acknowledge that immediate response of first responders is

an essential component of effective public safety and that seconds matter in response to a call for help involving an active and imminent threat to life or great bodily harm; and

WHEREAS, the Parties further recognize the benefits of a shared common computer-aided dispatch system, including increasing efficiency in workflow, reducing repetition of data entry, and saving time in an emergency situation, which could save lives; and

WHEREAS, the Parties further recognize the benefits of shared data through a common records management system, including increasing the efficiency of solving crimes, identifying trends in criminal activity, and forecasting workforce staffing levels for law enforcement; and

WHEREAS, in the exercise of its statutory duties, Pinellas County desires to implement a new computer-aided dispatch system to ensure the dispatch of an appropriate emergency response to telephone calls placed to 911; and

WHEREAS, many of the computer-aided dispatch and record management systems currently in use throughout Pinellas County have reached or are rapidly approaching the end of their useful life; and

WHEREAS, the replacement of the existing independent computer-aided dispatch and records management systems with advanced technology adhering to national data standards is a crucial priority of the Parties; and

WHEREAS, the Parties entered into a Memorandum of Understanding which establishes a temporary advisory body, Pinellas Regional Information Management Enterprise (PRIME) to assist in evaluating and making recommendations as to the selection of a vendor pursuant to that certain Request for Proposals No. #21-02 issued by the Sheriff on May 28, 2021 (the "RFP") the scope of which provides for a shared computer-aided dispatch and records management system to the Parties and Participants; and

WHEREAS, the Parties now desire to more permanently establish and maintain PRIME, as a separate legal entity and public body corporate politic pursuant to section 163.01(7), Florida Statutes, with the goal of integrating the various information systems used by emergency response agencies throughout Pinellas County, Florida through advanced integrated technology and standardized reporting methods; and

WHEREAS, establishing and maintaining PRIME is in the best interest of the Parties and Participants, their officials, officers, and citizens in that PRIME will (a) offer integrated and standardize response mechanism to meet emergency response needs, (b) create greater purchasing powers through economies of scale, (c) lower the costs associated with the investment and reinvestment into individualized system; and (d) provide assistance on emergency response alternatives and other issues of concern to the Parties; and

WHEREAS, the joint exercise of the power to integrate the various existing information systems will be benefited and made more efficient if (a) all computer-aided dispatch systems and records management systems were administered by the same body, and (b) the record-keeping and other administrative functions to be performed by PRIME; and

WHEREAS, each of the Parties has duly taken all official action necessary and appropriate to

become a party to this Agreement and perform hereunder, including, the passing of any ordinances, resolutions, or taking of other actions required under its respective charter, and other applicable laws and regulations; and

WHEREAS, by this Interlocal Agreement, the Parties define the powers of PRIME to include the performance of the duties set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

Article I. General Provisions

Section 1.01 Recitals Incorporated. The recitals set forth above are agreed upon as true, correct, and intended to be incorporated and made a part of this Agreement as if fully contained herein.

Section 1.02 Purpose. In addition to the public purposes stated in the incorporated recitals, the Parties have entered this Agreement to implement, operate, and maintain the new unified Computer-Aided Dispatch and Records Management System as procured and provided through the Vendor throughout the entire geographic area of Pinellas County, Florida (the "System"), to provide for the long-term operation and maintenance of the System.

Section 1.03 Scope. The Parties intend that this Agreement shall in all respects govern and provide for the powers, duties, and responsibilities of PRIME as a separately created entity governing the implementation, operation, maintenance, and upgrade of the System.

Section 1.04 Definitions. As used in this Agreement,

(a) "Board" means the governing body of PRIME by a Board of Directors as defined in Article V of this Agreement.

(b) "Executive Director" is the individual responsible for the oversight of PRIME and managing staff assigned to PRIME as defined in Article VI.

(c) "FIBRS" means Florida Incident-Based Reporting System, an incident-based reporting system used by law enforcement agencies throughout Florida for collecting and reporting data on crimes. Local agencies generate FIBRS data from their records management systems.

(d) "NIBRS" means National Incident-Based Reporting System, an incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes. Local, state, and federal agencies generate NIBRS data from their records management systems.

(e) “NFIRS” means National Fire Incident Reporting System, an incident-based reporting system used by fire departments in the United States for collecting and reporting data on fire, emergency medical services, and severe weather or natural disasters. Local, state, and federal agencies generate NFIRS data from their records.

(f) “NEMSIS” means National Emergency Medical Services Information System, an incident-based reporting system used by Emergency Medical Services agencies in the United States and territories for collecting and reporting data for patient care information resulting from an

emergency 911 call.

(g) "Participant" means any Party or other duly authorized entity separately contracting to participate in the System in accordance with the provisions of this Agreement.

(h) "Party/Parties" means the City of Clearwater, City of Largo, City of Pinellas Park, City of St. Petersburg, City of Tarpon Springs, Pinellas County Safety and Emergency Services (SES), and Pinellas County Sheriff collectively.

(i) "PRIME" means the Pinellas Regional Information Management Enterprise entity formed and established by this Agreement.

(j) "Sheriff" means the Pinellas County Sheriff's Office.

(k) "System" means the unified computer-aided dispatch and joint records management system provided by the Vendor pursuant to the contract awarded by the Sheriff pursuant to the RFP.

(l) "User" means an employee or other authorized agent of a Participant to whom secure and unique credentials are assigned for access to the System on a Participant's behalf.

(m) "Vendor" means Intergraph Corporation by and through its Hexagon Safety, Infrastructure & Geospatial division, the entity awarded the contract through the RFP, or its proper successor or assignee.

Article II. Establishment of PRIME

Section 2.01 Establishment. The Parties hereby jointly establish PRIME as a separate administrative legal entity and public body corporate politic with the specific common power of emergency dispatch and response as specifically authorized in section 163.01, Florida Statutes, and herein. Specifically, PRIME shall have the following powers solely to carry out the purposes of this Agreement and is authorized in its own name under section 163.01, Florida Statutes to: make and enter into contracts; to employ employees; to acquire, manage, maintain, or operate buildings; and to incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties and which does not constitute borrowing money or issuing bonds. PRIME shall not have the power to levy or collect taxes, nor does this Agreement delegate any police or other governmental regulatory power.

Section 2.02 Board of Directors. PRIME will be governed by the Board as described in Article V.

Section 2.03 Administration. PRIME will administer the System on behalf of the Participants pursuant to the terms, conditions, powers, authorities, and limitations set forth in this Agreement.

Section 2.04 Staffing. PRIME staff will oversee the implementation of the System and maintain its associated database.

Section 2.05 Project Management. PRIME will provide project management services for the implementation and maintenance of the System and the Parties.

Section 2.06 Deliverables. PRIME will ensure that the Vendor performs its responsibilities under the Vendor contract.

Section 2.07 System Configuration. PRIME will configure the System as one unified, countywide application adhering to NIBRS, NFIRS and FIBRS standards. The System map will be configured as one unified, map throughout all of Pinellas County, Florida to allow seamless reporting and analytics. Although the generally applicable configurations will be set by PRIME, each individual Party may nevertheless undertake such unique configurations as are available and desirable to that Party and that do not disrupt the purpose, function, or performance of the county-wide system as determined by the Board.

Section 2.08 Party Rights. Each Party will retain the following rights and privileges:

a. Data entered into the System by each Party may only be merged, modified, deleted, or edited through a process approved by that Party.

b. Each Party retains the right to add or remove User(s) and define User authority levels within their respective organization.

c. PRIME will manage global custom form fields as outlined in its bylaws. Additionally, PRIME will support adding local custom fields for each Party and make every reasonable effort to satisfy a Party request for a custom field within three (3) business days. Each Party retains the right to add custom fields to its respective local layouts and forms.

d. No Party will be required to "go-live" with its respective local layouts and forms on the System until the Party approves of the individual Party layout, and to the extent the System allows, the configuration options available to the Party.

e. Each Party retains the right to extract its data from the System's data warehouse. This includes the use of third-party applications purchased or developed by the Party as long as the data extraction does not negatively impact performance or other Parties. The Parties understand that the vendor has certain monthly data egress limits and that parties may incur a fee if data extract amounts are above the Party's share of the total monthly egress limits as determined by the Board.

Article III. Responsibilities of the Parties

Section 3.01 Procurement. The Sheriff has awarded the contract for the acquisition of the System to the Vendor. Pinellas County, subject to the limitations contained herein, will pay from its funds, the costs of System licensing and implementation for the first two (2) years of System operation. Following the initial two (2) years of this Agreement, the cost of System operation will be allocated in accordance with Article VII.

Section 3.02 Staff. The Parties may be called upon to assign experienced personnel from their respective agencies to assist the Executive Director in maintaining and managing the System, including its operating system, system software, database management software, and other necessary hardware and software components to operate and manage the System. Personnel may be assigned full-time or part-time. The Party assigning a staff member will remain responsible for establishing the salary and benefits, including any applicable overtime and workers compensation and making all

payments due to any person assigned to PRIME as staff until the term of this Agreement expires or the person is removed from the PRIME staff assignment.

Since continuity is required, a Party will not remove their assigned staff members during the term of this Agreement absent good cause, which is solely determined by the assigning Party's own policies and procedures. Any Party removing a staff member from PRIME shall notify the Executive Director as soon as possible who will immediately request a replacement the staff member from the same Party. If a replacement staff member is not provided within ten business days by the removing Party, a replacement staff member may be requested by the Executive Director from another Party.

Section 3.03 PRIME Operation Fund. The Sheriff will establish an internal intergovernmental fund for the benefit of PRIME operations, which shall be known as the PRIME Operation Fund. The Board is authorized to make and approve expenditures from the PRIME Operation Fund consistent with this Agreement. All funds held in the PRIME Operation Fund shall be invested in an interest-bearing account consistent with all respective investment policies adopted by the Parties pursuant to chapter 218, Florida Statutes, and the title to such interest shall vest in the PRIME Operation Fund for the purposes of authorizing expenditures from the PRIME Operation Fund consistent with this Agreement. The funds therein shall not be co-mingled with any other funds.

Section 3.04 System Oversight. The Board shall oversee the System as described in Article V.

Section 3.05 Auditing. Consistent with section 163.01(5)(q), Florida Statutes, the Sheriff will require an independent, external auditor or the Inspector General to audit all receipts and disbursements from the PRIME Operation Fund annually for compliance with this Agreement and generally accepted accounting principles (GAAP), and will report thereon to the Board and the Parties. Any Party may inspect the books and records of the PRIME Operation Fund at any time.

Section 3.06 Additional Administrative Responsibilities. The Parties shall provide PRIME with reasonable assistance in performing its duties under this Agreement. Such assistance shall include administrative, clerical and compliance-related functions, including those required by the Florida Sunshine Act. Participant staff shall assist PRIME in the preparation of its annual budget and quarterly or other financial reports.

Section 3.07 Deposit of Funds. The Sheriff will deposit all money collected from Parties and Participants for the operation of the System into the PRIME Operation Fund.

Section 3.08 Participant Responsibilities. The Parties shall further have all responsibilities of Participants as set forth in Article IV of this Agreement.

Article IV. Responsibilities of Participants

Section 4.01 Payment. Participants will, subject to appropriation, make annual payments to the Sheriff f/b/o the PRIME Operation Fund to be expended for the purposes set forth in this Agreement in accordance with the cost allocations of Article VII and in accordance with the schedule in Section 7.04.

Section 4.02 Operation. Participants will ensure that their personnel utilize the System according to

FDLE CJIS policies, this Agreement, NENA NG9-1-1 Geographic Information Systems Data Model Standards where applicable, and the policies and procedures that PRIME may, from time to time, adopt and amend, including those that require the standardization of data and data entry procedures.

Section 4.03 Network Connectivity. Participants will, at their own expense, provide network connectivity to the System that must conform to the minimum specifications adopted by PRIME, which may from time to time be amended based on the operating needs of the System.

Section 4.04 Hardware. Participants shall, at their own expense, procure and maintain such hardware as may be necessary for use of the System by personnel and that must conform to minimum specifications adopted by PRIME, which may from time to time be amended based on the operating needs of the System.

Section 4.05 Data Ownership. Participants will retain ownership of all electronic data they provide to the System.

Section 4.06 Non-party Participants. All Participants which are not otherwise a Party to this Agreement shall be required by separate contract to comply with all terms and conditions of a Participant under this Agreement.

Article V. PRIME BOARD

Section 5.01 Composition. PRIME shall be governed by, and all its powers, authorities, privileges, rights, protections and immunities exercised and protected by a board of directors. The Board shall consist of members appointed as follows:

(a) A designee appointed by the Pinellas Police Standards Council;
(b) City of Clearwater Chief of Police, or their designee;
(c) City of Largo Chief of Police, or their designee;
(d) City of Pinellas Park Chief of Police, or their designee;
(e) A designee appointed by the Pinellas Fire Chiefs Association;
(f) City of St. Petersburg Chief of Police, or their designee;
(g) City of Tarpon Springs Chief of Police, or their designee;
(h) Director of Pinellas County Safety and Emergency Services, or their designee; and
(i) Sheriff, or their designee.

Board members shall receive no compensation for their services, but shall be entitled to receive their necessary expenses incurred in the performance of their official duties as set forth in the PRIME Bylaws.

Section 5.02 Powers and Duties. The Board shall, subject to applicable law and the terms of this Agreement, have full and complete power to take all actions, do all things, and execute all instruments as it deems necessary or desirable in order to carry out, promote, or advance the objectives, interests, and purposes of PRIME. The Board shall use ordinary care and reasonable diligence in the

administration of PRIME. Nothing contained in this Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Board other than those expressly set forth in this Agreement. Any determination as to what is in the best interest of PRIME made by the Board in good faith will be conclusive establishment of the proper public interest. Specifically, the Board will:

(a) Elect a Board Chair and Vice-Chair;
(b) Adopt Bylaws which shall provide for the governance and on-going administration and operation of the Board and its functions related to the System but which shall not provide for additional powers or authorities outside of that established and delegated by this Agreement;
(c) Establish a process for each Party to have licensed access for the users in each Party. It is understood the number of Users of each Party may change during a calendar year. No process will restrict the ability of each Party to add licenses for a fraction of a calendar year at the prorated User cost established by the Board;
(d) Determine the budget for the annual operation of the System subject to annual acceptance and approval by the Parties;
(e) Develop policies and procedures in accordance with Florida's public records laws governing the documentation, retention, ownership, and management of electronic data storage; and
(f) Perform any other administrative tasks necessary and proper to carry out the purposes of this Agreement and the goals of standardization and interoperability not otherwise provided for herein.

Section 5.03 Finance and Procurement Policies.

(a) Authorization. The Board has the exclusive authority to authorize PRIME Operation Fund expenditures. The Board further has the authority to apply for and receive gifts, grants, assistance funds, or bequests which align with the purposes of and which would not create any conflict or issue with the powers delegated under this Agreement, and for which the Board has formally adopted a plan for assuring compliance with any and all terms, conditions, restrictions, or limitations placed on the gift, grant, assistance fund, or bequest. All such funds received shall be deposited into the PRIME Operation Fund unless otherwise restricted.
(b) Expenditures from the PRIME Operation Fund. The Board will use monies in the PRIME Operation Fund for the purposes of:
    (i) Paying the ongoing periodic costs associated with maintaining the System;
    (ii) Paying the costs of system upgrades or enhancements when such funds have been approved and transferred from the respective Participants; and
    (iii) Any other purpose the Board may expressly authorize, provided that funds shall only be authorized for costs associated with the System.

Section 5.04 Meetings of the Board. All meetings of the Board shall be conducted in accordance with Florida's Sunshine Laws. No Board member shall vote upon any measure which would inure to his or her special private gain or loss (as defined in Section 112.3143(1)(d),

Florida Statutes); which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency (as such term is defined in Section 112.312(2), Florida Statutes); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the Board member.

Section 5.05 Fiscal Year. The Board will operate on a fiscal year of October 1 to September 30.

Article VI. Executive Director

Section 6.01 Appointment. The Board is authorized to appoint and remove an Executive Director, who will serve the Board and report to the Board Chair.

Article VII. Finance

Section 7.01 Initial Cost Allocations. Pinellas County agrees to pay a not to exceed amount of nine million three hundred thousand dollars ($9,300,000.00), excluding pro rata costs, from its available funds for the initial costs of the System for the first two (2) years of this Agreement on a schedule as defined in the contract with Vendor, which is attached hereto and incorporated herein as Exhibit A. All parties, other than Pinellas County, agree to pay any remaining balance for the initial costs of the System for the first two (2) years of this Agreement, excluding pro rata costs, as set forth in the preliminary estimate of the initial cost as shown in Exhibit B. The total initial cost of the System, not including reoccurring maintenance, shall not exceed fifteen million dollars ($15,000,000.00). Following the first two (2) years, all costs will be allocated in accordance with Section 7.03. Pro rata costs distributions are further set forth below.

Preliminary estimates of the initial pro-rata cost allocations are attached as Exhibit B. Not later than 14-days after contract signing with Vendor, the Board shall provide each Party and Participant with an estimated total initial cost for the first year of the System and the cost attributable to each Party and Participant. The initial cost estimate will include the total costs of the System acquisition, maintenance, operation and the total number of user licenses System-wide. As set forth in section 3.02 and 3.06, Parties assigning a staff member to PRIME will be subject to approval by the Board. Once approved, the respective party will receive a credit to their attributable costs for an amount equal to the hourly rate of such staff member based on reimbursement rates established by the Board. If a Party removes a staff member, any credit applied to the Party's attributable cost will be adjusted based on the length of service in the billing cycle and the Party's attributable cost will be adjusted.

Section 7.02 Costs Attributable to System and PRIME. All costs will be allocated at the beginning of each year. No refunds will be issued if a Participant chooses to terminate its participation during a term of this Agreement. The following costs are deemed attributable to the System and PRIME, and shall be paid from the PRIME Operation Fund:

(a) The total cost of annual System licensing and maintenance paid to the Vendor;
(b) The full salary and benefits approved by the Board of the Executive Director and personnel devoting 100% of their duties to the maintenance or operating of the System;
(c) Ongoing maintenance costs of System and PRIME equipment;
(d) Other costs related to System or PRIME when expressly determined and authorized by the Board including commodities, hardware, professional services, and capital.

Section 7.03 System Cost Allocation Formula. The Board shall allocate the cost of System and PRIME among Participants based on the number of users of each participant. Costs that are attributable to law enforcement only will use a formula based on the number of users from law enforcement entities. Costs that are attributable to Pinellas County only (i.e., R911, Fire, EMS) will be paid by Pinellas County Costs that are attributable to all Parties will use a formula based on the total number of users from all Parties. The Board will allocate costs in accordance with the following formulas:

$$\text{Cost per user} = \frac{(System\ operation\ and\ maintenance\ cost)+(PRIME\ personnel\ and\ operating\ costs)}{Total\ Number\ of\ authorized\ users}$$

Annual Participant Cost = (Cost per user) x (number of users per participant)

Section 7.04 User licenses. Annually, on a date determined by the Board, each Participant will provide a projected number of users anticipated for the next one-year term for the purpose of establishing the PRIME budget and billing of each Participant. Additional users may be added by any Participant at any time during the term of this agreement. Any increase in additional users will be reflected in future billing of the participants. The number of licensed users can only be reduced annually.

Section 7.05 Invoice Schedule. The Board, through the Sheriff Finance Director, shall annually invoice each Participant for System operation. Each Participant shall pay such invoices in accordance with the provisions of the Florida Prompt Payment Act.

Section 7.06 Fiscal Non-Funding. In the event sufficient budgeted funds are not available or allocated in any fiscal year to a Party during the term of this Agreement, the Party shall immediately notify the Board and all other Parties upon becoming aware of the unavailability of funds and this Agreement shall terminate as to that Party on the last date for which funds are available without penalty or cost to the Party. In the event of termination due to lack of funding, the Party shall be responsible to pay for those costs and services rendered in the current fiscal year up to the date of termination. Non-party Participants which are governmental entities may include fiscal non-funding clauses in its separate agreement.

Article VIII. Term and Termination

Section 8.01 Effective Date. This Agreement shall become effective upon filing with the Clerk

of the Circuit Court for Pinellas County, Florida, as required by section 163.01(11), Florida Statutes.

Section 8.02 Term of Agreement. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for five (5) years (the "Initial Term") subject only to Section 7.06. Thereafter, the Agreement shall automatically renew for successive one (1) year terms, each a "Renewal Term") unless terminated pursuant to this Agreement. The maximum term, including the Initial Term and all Renewal Term(s) shall be ten (10) years. Any length of term beyond the maximum term established herein must be approved by each Party's respective governing body.

Section 8.03 Termination by Election of Parties. Any Party may terminate this Agreement during the term of the Agreement with or without cause by written notification consistent with section 9.02 after the Initial Term. No monies paid will be refunded. If after the Initial Term, any Party elects not to participate in the next term of the Agreement, the Party must notify the Board and all other Parties in writing pursuant to 9.02 at least one hundred twenty (120) days prior to the expiration of the then-current term so costs may be reconsidered and/or re-allocated among the remaining Parties and Participants.

Section 8.04 Completion of Purpose. Upon full and final termination by all Parties the purposes of this Agreement will be complete and any surplus money shall be returned in proportion to the contributions made by the participating Parties pursuant to section 163.01(5)(l), Florida Statutes.

Article IX. Miscellaneous Terms

Section 9.01 No Joint Venture. This Agreement shall not be construed in such a way that any one Party is or is deemed to be the representative, agent, employee, partner, or joint venture of another Party. The Parties shall neither have the authority to enter into any agreement, nor assume any liability on behalf of any other Party, nor bind or commit the other Party in any manner, except as expressly provided herein.

Section 9.02 Notice. All notices required to be given pursuant to this Agreement shall be in writing to the Parties and Board as set forth on the Parties signature page. This information may be updated as set forth in the Bylaws. Notice shall be effective upon being sent electronically with no error message or by being mailed with proper U.S. postage.

Section 9.03 Entire Agreement. This Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Parties with respect to the subject matter hereof.

Section 9.04 Approval Required and Binding Effect. This Agreement shall not become effective unless authorized by each Party's respective corporate authorities or governing body.

Upon authorization, this Agreement constitutes a legal, valid, and binding agreement, enforceable against the Parties.

Section 9.05 Representations. Each Party represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 9.06 Indemnification. Each Party agrees to be responsible for their respective employees' acts of negligence when acting within the scope of their employment and agrees to be liable for only such damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein is intended to nor shall it be construed as a waiver of any immunity by the Participant or a waiver of any limitation from liability that the Participants are entitled to under the doctrine of sovereign immunity (section 768.28, Florida Statutes). Nothing herein shall be construed as consent by the Parties or Participants to be sued by third Parties in any manner arising out of this Agreement.

Section 9.07 Board Liabilities. Subject to the limited waiver of sovereign immunity as provided in section 768.28, Florida Statutes, the entity created by this Agreement will have all protections and limitations of liability afforded by the doctrine of sovereign immunity. Expenses in connection with the preparation and presentation of a defense to any claim, action, suit, or proceeding of the character against the Board may be paid as an expense of the PRIME Operation Fund from time to time upon approval by the Board. No Board liabilities shall be borne by any of the Parties hereto. Subject to applicable law, the Board may, if requested in writing by a Board member, undertake the defense of any claim, action, or proceeding in connection with a matter within the scope of PRIME. The Board may further purchase one or more policies pursuant to the policy of insurance covering potential liabilities, claims, or damages, and/or director and officer coverage, in its discretion.

Section 9.08 Amendments. This Agreement may be amended upon the written agreement of the Parties.

Section 9.09 Recording. The Sheriff is responsible for recording this Interlocal Agreement.

WHEREFORE, this Interlocal Agreement takes effect on the _____ day of _____, 2022; the Parties have signed and executed this Agreement as of the dates written below in the County of Pinellas, State of Florida.

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this _____ day of April, 2022.

Countersigned:

CITY OF CLEARWATER, FLORIDA

_____
Frank Hibbard
Mayor

By: _____
Jon P. Jennings
City Manager

Approved as to form:

Attest:

_____
Melissa Isabel
Assistant City Attorney

_____
Rosemarie Call
City Clerk

CITY OF CLEARWATER Notice:

Chief of Clearwater Police Department
645 Pierce St.
Clearwater, FL 33756
Office: (727) 562-4242
daniel.slaughter@myclearwater.com

Copy to:

Clearwater City Attorney's Office
One Clearwater Tower, 6th Floor
600 Cleveland St.
Clearwater, FL 33756
Office: (727) 562-4467
melissa.isabel@myclearwater.com

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this _____ day of April, 2022.

ATTEST:

_____
Diane Bruner, City Clerk

CITY OF LARGO

By:_____
Louis L. "Woody" Brown, Mayor

APPROVED AS TO FORM:

_____
Alan S. Zimmet, City Attorney

LARGO Official Notice:

CITY OF LARGO
Attn: Henry Schubert, City Manager
201 Highland Avenue
Largo, FL 33771

With required copy to:

Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this _____ day of April, 2022.

ATTEST:

_____
Diane Corna, City Clerk

CITY OF PINELLAS PARK

By:_____
Sandra Bradbury, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Lauren Christ Rubenstein, City Attorney

Pinellas Park Official Notice:

CITY OF PINELLAS PARK
Attn: Bart Diebold, City Manager
P.O. Box 1100
Pinellas Park, FL 33780

Copy to:

Lauren Christ Rubenstein, City Attorney
Denhardt and Rubenstein
2700 1st Avenue North
St. Petersburg, FL 33713

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this _____ day of April, 2022.

ATTEST:

_____
Chandrahasa Srinivasa, City Clerk

CITY OF ST. PETERSBURG

By:_____
Kenneth T. Welch, Mayor

APPROVED AS TO FORM:

_____
Christina Boussias, City Attorney

ST. PETERSBURG Official Notice:

CITY OF ST. PETERSBURG
Attn: Assistant Chief of Police
Administrative Services Bureau
1301 First Avenue North
St. Petersburg, FL 33705

Copy to:

Laura Roe, Esq.
Police Legal Counsel
1301 First Avenue North
St. Petersburg, FL 33705

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this _____ day of April, 2022.

ATTEST:

_____
Irene Jacobs, City Clerk

CITY OF TARPON SPRINGS

By:_____
Costa Vatikiotis, Mayor

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

TARPON SPRINGS Official Notice:

CITY OF TARPON SPRINGS
Attn: Mark G. LeCouris, City Manager
324 E. Pine St.
Tarpon Springs, FL 34689

Copy to:

Thomas J. Trask, Esq. City Attorney
Trask Daigneault, LLP
1001 South Ft. Harrison Ave.
Suite 201
Clearwater, FL 33756

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this _____ day of April, 2022.

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners:

Charlie Justice, Chairman

ATTEST: KEN BURKE, CLERK

By:

APPROVED AS TO FORM

By: *Michael A. Zas*

Office of the County Attorney

PINELLAS COUNTY Official Notice:

Safety & Emergency Services Director
Administration
10750 Ulmerton Rd.
Building 1, Suite 343
Largo, FL 33778
(727) 464-3835
jfogarty@pinellascounty.org

Copy to:

Pinellas County Attorney's Office
315 Court St., 6th Floor
Clearwater, FL 33756
Fax: (727) 464-3354

WHEREFORE, this Interlocal Agreement was executed in the County of Pinellas, State of Florida, this _____day of _____ 2022.

PINELLAS COUNTY SHERIFF'S OFFICE

_____
Bob Gualtieri, Sheriff

PINELLAS COUNTY SHERIFF'S OFFICE Official Notice:

Tom Lancto
10750 Ulmerton Rd
Largo, FL 33778
(727)582-6719
TLancto@pcsonet.com

Copy to:

General Counsel
10750 Ulmerton Road
Largo, FL 33778
Fax: (727)582-6459

PRIMARY CONTRACTING DOCUMENT

This Primary Contracting Document together with the Master Terms referenced below constitutes a Master Agreement by and between **PINELLAS COUNTY SHERIFF'S OFFICE** ("Customer") and **INTERGRAPH CORPORATION through its Hexagon Safety, Infrastructure & Geospatial division** and is binding upon the Parties on the Effective Date.

RECITALS

WHEREAS, the Customer issued Request for Proposal 21-02 for the Computer Aided Dispatch & Records Management System & Mobile Data Terminal (the "RFP");

WHEREAS, Hexagon and vendors submitted responses to the RFP;

WHEREAS, Hexagon proposed to provide in response to the RFP:

- Services to implement a Cloud Program that included its computer aided dispatch solution, its law enforcement records management solution, its analytics solution (the "Hexagon Solution"),
- The Cloud Program for the Hexagon Solution for a fixed term;
- Services to implement and rights to use fire records management solution provided by ImageTrend,

WHEREAS, after conducting diligence on the various proposals, the Customer found Hexagon's proposal to be the most advantageous proposal to the Customer and it now desires to enter into this Agreement and Orders with Hexagon;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Those Master Terms and Conditions ("Master Terms") attached hereto are incorporated into this Primary Contracting Document as if fully set forth herein.

2. All capitalized terms in this Primary Contracting Document shall have the same meaning as provided in the Master Terms except as may be otherwise defined herein.

3. Any notice to be given pursuant to Section 13 of the Master Terms shall be directed to each Party at the following address, which reflects the Customer's location, in accordance with the Master Terms.

CUSTOMER:	**HEXAGON:**
Pinellas County Sheriff's Office	Attn: Safety, Infrastructure & Geospatial Legal Department
10750 Ulmerton Rd	305 Intergraph Way
Largo, FL 33778	Madison, Alabama 35758
tlancto@pcsonet.com	victor.vasile@hexagonsi.com
727-582-6719	(256) 730-2000

4. Unless otherwise specified in an Order, the following agencies ("Agencies") are the only agencies permitted to use the Software and/or Cloud Program:

Pinellas County Sheriff's Office	Town of Belleair Police Department
City of St. Petersburg Police Department	Town of Indian Shores Police Department with Redington Shores
City of Clearwater Police Department	Pinellas County Schools Police
City of Largo Police Department	City of Pinellas Park Fire Department
City of Pinellas Park Police Department	Pinellas County Fire Department
City of Tarpon Springs Police Department	City of Petersburg Fire Department
City of Gulfport Police Department	City of Clearwater Fire Department
City of Treasure Island Police Department	City of Largo Fire Department
City of Kenneth City Police Department	City of Dunedin Fire Department
City of Gulfport Fire Department	City of Madeira Beach Fire Department
Pinellas Suncoast Fire Control District	City of Oldsmar Fire Department
City of Safety Harbor Fire Department	Palm Harbor Dire Control District
City of St. Pete Beach Fire Department	City of South Pasadena Fire Department
City of Seminole Fire Department	City of Tarpon Springs Fire Department
Lealman Special Fire Control District	City of Treasure Island Fire Department
Airport Crash Rescue (existing as part of the Board of County Commissioners)	State Attorney's Office for only the Sixth Judicial Circuit (existing as of the Effective Date)
East Lake Fire Control District	Regional 911
Pinellas County EMS	

5. In consideration of the mutual obligations assumed under this Primary Contracting Document, Customer and Hexagon agree to the terms and conditions set forth herein and represent that this Primary Contracting Document has been executed by each Party's duly authorized representative. The signatories represent that they have the authority to bind their respective organizations to this Primary Contracting Document. This Primary Contracting Document may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Primary Contracting Document signed by each Party for all purposes.

AGREED TO BY:

PINELLAS COUNTY SHERIFF'S OFFICE

By: _____

Name: Bob Gualtieri

Title: Sheriff

Date: _____

INTERGRAPH CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (the "Master Terms") govern transactions and relations between Customer and Hexagon (each a "Party" and collectively the "Parties").

Hexagon will make available to Customer certain proprietary software, including related proprietary Documentation; software maintenance services; Equipment/Content; DevTools; Cloud Programs; and professional services; and other items, which will be provided to Customer pursuant to these Master Terms and an Order. Before Hexagon will provide any items or services (including the Services), Customer must agree to these Master Terms and to the terms of a corresponding Order. The Parties agree these Master Terms will govern each Order. To the extent the Master Agreement purports to impose obligations, restrictions, or limitations upon Customer's Affiliates or Users, Customer shall be responsible to Hexagon for Customer's Affiliates' and Users' compliance with such terms and shall procure Customer's Affiliates and Users compliance.

These Master Terms consist of the following:

- The General Terms and Conditions set forth below;
- Exhibit A – DELETED.
- Exhibit B – DELETED.
- Exhibit C – Sample Project Deliverable Sign-Off Form;
- Exhibit D – Cloud Program Conditions;
- Exhibit E – OMITTED.
- Exhibit F – COTS Training Program Terms; and
- Exhibit G – Common Terms Glossary.
- Exhibit H – Data Processing Addendum
- Exhibit I – Hexagon Cloud Services – Acceptable Use Policy
- Exhibit J – Florida CJIS Security Policy
- Exhibit L – Criminal Justice Agency and Contractor/Vendor CJIS Network Agreement

GENERAL TERMS AND CONDITIONS

1 Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit G (Common Terms Glossary). Words used herein in the singular, where the context so permits, shall be deemed to include the plural, and vice versa.

2 Elements of an Order.

2.1 Order Composition. Each Order will be comprised of Order Documents, including any applicable Schedule(s). An Order is formed only once both Parties accept the Order Documents, which the Customer shall do by executing the Order Documents and/or issuing a PO in connection with the Order Documents. Orders shall be effective as of the date both Parties accept the Order Documents except where the Order is for a term-based offering (e.g., Subscription License), in which case the Order shall commence as of the date specified in the Order Documents, if provided.

2.2 Schedules. Any Schedules applicable to Products or items purchased in an Order are incorporated and are either included in the Order Documents or, in the absence thereof, accessible via hyperlinks contained within Exhibit G. If a Product or item is not listed in the document(s) accessed via hyperlinks

provided in Exhibit G, and related Schedule(s) are not otherwise included in the Order Documents, then that Product or item does not have a corresponding Schedule.

2.3 Pricing. Order Documents shall describe basic pricing and include other details relevant to the offerings included in the Order.

2.4 Change Control. During the course of Hexagon's performance under an Order, either Party may request a change in the scope of the Order in writing, delivered to the other Party. Any changes in price, schedule, or other terms must be documented either by an amendment or Change Order. No change, as contemplated in this paragraph, shall become effective until set forth in a mutually executed writing.

2.5 Acceptance. Acceptance will occur based upon the following:

2.5.1 For Fixed Price Project Assignments, not governed by Exhibit F, acceptance shall occur when the applicable Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

2.5.2 For Time and Materials Project Assignments and Maintenance Services, the Services are accepted as performed.

2.5.3 For a Cloud Program, acceptance occurs when the License Keys are provided to Customer.

2.5.4 For all Orders not described more specifically above, acceptance occurs once the ordered item has been delivered or access to the ordered item has been provided.

3 Composition of the Master Agreement.

3.1 Components. The agreement between the Parties (herein referred to as the "Master Agreement") consists of: (1) the Primary Contracting Document, (2) these Master Terms (including the General Terms and Conditions and all Exhibits), (3) any amendments to the Master Agreement, (4) Orders, together with any Change Orders, that may be delivered, prepared, or issued after the Effective Date, and (5) all documents, including applicable Schedules and documents referenced via hyperlink, incorporated by reference in the documents identified in this Section. For certain Third Party Software, Third Party Terms will also be applicable and be considered as part of the Master Agreement.

3.2 Order of Precedence. In the event of any conflict or inconsistency among documents forming the Master Agreement, the following order of precedence shall be used to determine the resolution of the discrepancy, unless the Parties mutually agree in writing to an alternative decision:

(1) Any amendments to the Master Agreement;

(2) The Primary Contracting Document;

(3) Applicable Schedules;

(4) These Master Terms (excluding Exhibits);

(5) Exhibits to these Master Terms; and

(6) Order Documents, if any, in addition to items specifically identified in this Section 3.2 above.

For only Third Party Software subject to Third Party Terms, the Third Party Terms shall have precedence in the event of a conflict between the Third Party Terms and any other terms of the Master Agreement.

4 Invoicing and Payment.

4.1 Invoices. Invoices shall be issued based upon the contents of the Order.

4.1.1 For Fixed Price Project Assignments Hexagon may invoice Customer upon completion of a payment milestone identified in the Order Documents, or when applicable, in accordance with Exhibit F; provided however, if this type of Order also includes Subscription Licenses or Cloud Program(s), the fees for such shall be due in accordance with Exhibits E and D, respectively.

4.1.2 For Product(s) or items not included within an Order for a Fixed Price Project Assignment or otherwise more specifically addressed in this Section 4, Hexagon may invoice Customer for the full amount set forth in the Quote in addition to any applicable freight/shipping charges upon delivery of or access having been provided to any of the Product(s) or items identified in the Order Documents.

4.1.3 Time and Materials Project Assignments shall be billed and invoiced monthly as the hours are expended and Onsite Fees are incurred, or after all hours set forth in the Order Documents have been expended, whichever occurs first.

4.1.4 Maintenance Services not included within an Order for a Fixed Price Project Assignment or Product Order shall be billed and invoiced in accordance with Exhibit B.

4.1.5 Cloud Program(s) (even if included within a Fixed Price Project Assignment) shall be billed and invoiced in accordance with Exhibit D.

4.2 Payment. Customer shall make payment for any invoices issued by Hexagon in accordance with the Florida Prompt Payment Act, Fla. Stat. §218.70 *et seq.*

4.3 Late Payment. If Customer does not make timely payment, an interest charge of two percent (2%) per Month (or the maximum allowed by law, whichever is less), compounded monthly, will be due on any unpaid and overdue amounts. To the extent the Customer is the subject of an applicable prompt pay act statute or ordinance, the Customer shall be subject to the terms set forth in that statute(s) and/or ordinance(s) in lieu of the prior sentence. As it pertains to Equipment, Hexagon shall retain a security interest in the Equipment. If Customer is late or otherwise in default of its payment obligations for Equipment, then Hexagon may, in addition to any other remedies available, exercise remedies of a secured party regarding the Equipment.

4.4 Taxes. The purchase price is exclusive of all federal, state, and/or local taxes. Any taxes applied to this sale by a federal, state, and/or local taxing authority will be the responsibility of Customer. Such taxes do not include franchise taxes or taxes based on net income. If Customer is claiming tax-exempt status, it must submit the proper documentation satisfactory to Hexagon evidencing its tax-exempt status. Applicable taxes may be invoiced at any time such taxes become fixed and certain.

5 Term and Termination.

5.1 Term. The Term of the Master Agreement shall begin on the Effective Date and remain in effect for a period of sixty (60) consecutive Months or until the Master Agreement is earlier terminated pursuant to the terms set forth herein or by mutual agreement of the Parties. An Order that is executed prior to the expiration of the term of the Master Agreement shall be governed by the Master Agreement even if the Master Agreement Term expires during the performance of the Order. To the extent Customer executes an Order pursuant to later issued master terms, then this Master Agreement shall terminate upon completion of all Orders executed hereunder regardless of the amount of time remaining in the Term.

5.2 Termination for Convenience. Either Party may terminate the Master Agreement or an Order in its sole discretion at any time upon providing the other Party with one hundred twenty (120) days written notice. In the event of a termination pursuant to this paragraph, Customer agrees to pay Hexagon for the Work performed and Product(s) or items delivered and provided, plus the cost of any labor and/or Product(s) or items ordered in good faith prior to notice of termination that could not be canceled, less amounts previously paid by Customer for such Work and/or Product(s) or items. Hexagon is entitled to retain all amounts paid under any Order prior to termination. To the extent a Party exercises its right to terminate a specific Order, that termination shall have no effect upon the remaining Master Agreement, which, along with any other active Orders, shall remain in full force and effect. If a Party desires to terminate the Master Agreement, then the Parties shall proceed to wind down all ongoing work under the respective Orders in effect under the Master Agreement by the termination date. Each Party shall take commercially reasonable steps to bring the work to a close and to reduce its costs and expenditures.

5.2(a) In the event sufficient budgeted funds are not available to complete an Order, the Customer shall notify Hexagon of such occurrence and the Order or Order(s) shall terminate on the last day of the current fiscal period without penalty to the Customer provided that it shall pay Hexagon for all Work performed and Product(s) or items provided.

5.3 Termination for Cause. Either Party may terminate the Master Agreement or a specific Order, as the case may be, in the event the other Party materially breaches a material term of the Master Agreement or any Order.

5.3.1 In the event a Party materially breaches an Order, the non-breaching Party may terminate the Order only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured, except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such

breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Order.

5.3.2 In the event a Party materially breaches the Master Agreement or multiple Orders, the non-breaching Party may terminate the Master Agreement only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Master Agreement. If the Master Agreement is terminated pursuant to this paragraph, by the termination date, Hexagon will stop all Work pursuant to any Orders arising under the Master Agreement.

5.3.3 If the Master Agreement or any one or more Orders is terminated pursuant to paragraphs 5.3.1 or 5.3.2, Hexagon will stop all Work with respect to impacted Orders as soon as practicable and shall be entitled to payment for all Work performed as well as Product(s) provided on all impacted Orders up to the termination date, less amounts previously paid by Customer under the affected Orders.

5.3.4 Notwithstanding the foregoing, Hexagon may suspend its performance of or terminate any Order or the Master Agreement for cause if payment is not received within thirty (30) days following the date when payment was due. In the event an Order is suspended or terminated for cause, Hexagon shall be entitled to, and Customer agrees to pay Hexagon, payment for Work performed and/or Product(s) delivered on said Order up to the suspension or termination date, less amounts previously paid by Customer under the affected Orders. Hexagon is entitled to retain all amounts paid under any Order prior to its termination. If Hexagon suspends an Order under this paragraph, then it may thereafter terminate the Order upon giving written notice to Customer.

5.3.5 Notwithstanding the foregoing, Customer may not exercise a termination pursuant to the terms of Section 5.3 if Hexagon's material breach of the terms and conditions of the Master Agreement or any Order thereunder is caused or partially caused by Customer's negligence or failure to perform its obligations.

6 Ownership.

6.1 Customer acknowledges Hexagon will retain ownership and title of Hexagon IP made or provided pursuant to any Order. All Software (including Software embedded within Equipment) provided under the Master Agreement is licensed to Customer in accordance with Exhibit A (End User License Agreement), except as it is inconsistent with the terms set forth herein. Third Party Software, including any Software developed by a third party embedded within Equipment, is licensed to Customer pursuant to Third Party Terms or as otherwise specified in the applicable E/C Schedule.

6.2 As it pertains to any Equipment, and only Equipment, provided to Customer under an Order, the Customer shall receive title to and ownership of the Equipment identified in the Order Documents, excluding any IPR pertaining to the Equipment and Software provided with the Equipment, FOB place of origin and subject to Customer's payment of all amounts owed for the Equipment.

6.3 Customer shall own Customer Data. Customer grants Customer Data Rights to Hexagon, to, among other things, facilitate Hexagon's performance of its obligations.

7 Warranties.

7.1 Software. OMITTED.

7.2 Subsystem Warranty Coverage. For, and only for, new Subsystems (excluding Cloud Applications) procured/implemented pursuant to an Order under these Master Terms, the warranty coverage shall be set forth in the applicable Order Documents, which shall be in lieu of the warranty coverage set forth in Section 7.1.

7.3 Equipment Warranty Coverage. If Equipment supplied by Hexagon is provided with a warranty or other Equipment support, then the extent of the Equipment support is provided within the corresponding E/C Schedule or other Order Documents.

7.4 Third-party Warranty Coverage. To the extent no warranty or Equipment support is described in the applicable E/C Schedule or other Order Documents, third-party products supplied by Hexagon, are

provided with a pass-through-warranty from the original manufacturer, if any. Hexagon will be the point of contact for all such warranty claims/work for the Customer with any such third-party providers.

7.5 Disclaimer. Any product information Hexagon has shared with Customer during the proposal and/or contract activities to date was to provide an understanding of Hexagon's current expected direction, roadmap, or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon specifically disclaims all representations and warranties regarding future features or functionality to be provided in any Software or Deliverable(s). Hexagon does not commit to developing the future features, functions, and/or products discussed in this material beyond that which is specifically committed to being provided by Hexagon pursuant to a valid Order. Customer 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 may be made generally available for licensing by Hexagon.

7.6 Warranty Disclaimer. For Non-Cloud Programs, EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE, HEXAGON DISCLAIMS (TO THE FULLEST EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED PURSUANT TO THE MASTER AGREEMENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE, AND NON-INFRINGEMENT. ALL WARRANTIES PROVIDED PURSUANT TO THIS MASTER 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 7 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND, EXCEPT AS SET FORTH IN ARTICLE TITLED "INDEMNIFICATION PROVISIONS" BELOW, REPRESENT THE FULL AND TOTAL WARRANTY OBLIGATION AND/OR LIABILITY OF HEXAGON.

8 LIMITATION OF LIABILITY

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 THE AMOUNT THAT HEXAGON HAS BEEN PAID BY CUSTOMER UNDER THE INDIVIDUAL ORDER UNDER WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

9 Indemnification Provisions.

9.1 Subject to the limitation of liability provisions in the Master Agreement, Hexagon will defend, at its expense, a third party [1]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) caused by Hexagon'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").

9.2 Hexagon's defense and indemnification obligations are conditioned upon:

9.2.1 Customer providing reasonable notice to Hexagon of any Claim;

9.2.2 Hexagon having primary control of the defense of any actions and negotiations related to the defense or settlement of any Claim, understanding Hexagon may not settle a claim without Customer's consent if such settlement assigns fault or culpability to Customer; and

9.2.3 Customer cooperating fully in the defense or settlement of any Claim.

9.3 Unless solely caused by Hexagon, Hexagon will have no obligation to defend Customer or to pay any resulting costs, damages, or attorneys' fees for any Infringement Claims alleging direct or contributory infringement of the Software Product, Cloud Program, or Service Deliverable (i) by the combination of or integration with a product, process, or system not supplied by Hexagon; (ii) by material alteration by anyone

[1] For clarity, an Agency does not constitute a third party in this context.

other than Hexagon or its subcontractors; (iii) by use after Customer has been notified of possible infringement; (iv) by use after modifications are provided to Customer; (v) by use after a return for refund as described below is ordered by Hexagon; (vi) if the creation of which was pursuant to specifications provided by Customer; or (vii) by use other than as specified in the Documentation associated with the Software Product.

9.4 In connection with any Infringement Claims, Hexagon, at its own expense and option, may either (i) obtain rights for Customer to continue using the allegedly infringing Hexagon supplied item; (ii) replace the item with a non-infringing alternative, or modify the allegedly infringing elements of the item, while maintaining substantially similar software functionality or data/informational content; or (iii) refund to Customer a prorated portion of the license fees paid by Customer for the infringing item(s); provided that proration for perpetually licensed software shall be based on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery. In the event of a prorated return, Customer will uninstall, cease all use of and return to Hexagon the infringing item(s).

9.5 In no event will the indemnification for Infringement Claims apply to any Beta Software, or sample, hot fix, royalty free, or evaluation software delivered pursuant to the Master Agreement.

9.6 This section provides the sole and exclusive remedies of Customer and Hexagon's entire liability in the event of a Claim. Customer has no right to recover, and Hexagon has no obligation to provide any other or further remedies, whether under another provision of the Master Agreement or any other legal theory or principle in connection with a Claim.

10 Insurance.

10.1 Policies and Coverage Amounts. Hexagon agrees to procure and maintain in force during the term of the Master Agreement, at its own cost, the following policies and amounts of coverage:

10.1.1 Workers' Compensation Insurance as required state statute or regulation.

10.1.2 Commercial General Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, and personal injury.

10.1.3 Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) for any one occurrence, with respect to each of Hexagon's owned, hired or non-owned vehicles assigned to or used in performance of the services or work under the Master Agreement.

10.1.4 Umbrella/Excess Coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) per occurrence.

10.2 Certificate of Insurance. If required or requested: a Certificate of Insurance shall be completed by Hexagon's insurance agent(s) as evidence that policies providing the required coverage amounts, conditions, and minimum limits are in full force; and, the completed Certificate of Insurance shall be sent to the contact person identified in the Primary Contracting Document.

10.3 Insurance Deductible. Hexagon shall be solely responsible for any deductible losses under the policies required above.

11 Security and Breach Notification.

11.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents. Notwithstanding anything to the contrary, Hexagon shall notify Customer promptly via email and the Designated Portal in the event that it learns or has reason to believe that there has been any Security Breach affecting Customer Data, or that any person who has had access to Customer Data has violated or intends to violate the terms of the Master Agreement. Hexagon shall, at its own expense, cooperate with Customer in investigating and responding to the foregoing provided such cooperation is not inconsistent with direction provided by responding law enforcement agencies, any applicable insurance carriers, or cyber security/breach consultants retained by or on behalf of Hexagon; notifying customers or other affected individuals as required by law; and take reasonable measures consistent with this section.

12 Dispute Resolution.

12.1 Resolution Protocol. The Parties shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to the Master Agreement or Order made pursuant to the Master

Agreement ("Dispute") in accordance with the provisions set forth herein. If either Party disputes any provision of the Master Agreement (the "Disputing Party"), or the interpretation thereof, or any conduct by the other Party under the Master Agreement, the Disputing Party shall bring the matter to the attention of the other Party at the earliest possible time in order to resolve the Dispute, except for Disputes for non-payment. If such Dispute is not promptly resolved by the employees responsible for the subject matter of the Dispute, the Disputing Party shall be permitted to deliver to the non-disputing Party's contact person identified in the Primary Contracting Document a written notice of the Dispute, whereupon the Parties shall endeavor in good faith to escalate the Dispute to appropriate executives for each Party for resolution within fifteen (15) Business Days, or such longer period as to which the Parties may mutually agree.

12.2 Mediation. To the extent a Dispute is not resolved through the process outlined in the previous section and remains unresolved, the Parties agree to enter into non-binding mediation to resolve the Dispute. Within sixty (60) calendar days, of the issuance of the Dispute notice, or such longer period that is mutually agreeable to the Parties, the Parties agree to identify a mutually acceptable mediator who shall mediate the Dispute. If, after making reasonable efforts to identify a mutually acceptable mediator and no later than fifty (50) calendar days after the issuance of the Dispute Notice, the Parties are unable to identify such a mediator, the Disputing Party shall provide the non-disputing Party with a list of five (5) proposed mediators. The non-disputing Party shall have five (5) Business Days from receipt of such list from the Disputing Party to identify one proposed mediator on the list to use as a mediator. If the non-disputing Party fails to identify and communicate its choice to the Disputing Party in the time allotted, then the Disputing Party shall be permitted to unilaterally identify the mediator from the list of five (5) mediators previously given who shall mediate the Dispute. The mediator shall be an attorney licensed to practice law in the state courts identified in section below titled "Governing Law." Subject to the mediator's availability, the Parties agree to mediate the Dispute within thirty (30) days after the Parties have identified a mediator who has agreed to mediate the Dispute. To the extent the mutually identified mediator is unavailable, unwilling, or unable to mediate the Dispute, the Parties shall utilize the same steps listed above to identify a new mutually agreeable mediator. To the extent the Disputing Party had to prepare a list of proposed mediators previously, it shall prepare and transmit a revised list within five (5) Business Days of receiving notice of the proposed mediator's unavailability. Subject to the mediator's requirements, the Parties agree they shall be permitted to attend the mediation via telephone or video conferencing. The Parties agree to pay in equal shares the mediator's fee and expenses unless otherwise agreed to pursuant to a settlement agreement.

12.3 Prerequisites to Litigation. Except for Disputes for non-payment, only after the Parties have endeavored to resolve the Dispute through the processes outlined in the immediately preceding two sections may a Party commence litigation to resolve the dispute.

12.4 Injunctive Relief. Notwithstanding the foregoing, either Party may, before or during the exercise of the informal dispute resolution procedures set forth above, apply to a court identified in the section titled "Governing Law" for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

13 Notices.

All notices given between the Parties shall be in writing and shall be considered properly sent by postage prepaid United States Mail or overnight carrier to the Customer and/or Hexagon representative, as applicable and identified in the Primary Contracting Document, or such substitutes as may hereafter be disclosed by proper notification.

14 Force Majeure.

Neither Party shall be deemed to be in default of any provision of the Master Agreement or an Order or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, criminal acts, acts of God, natural disaster, fire, lightning, acts of or restriction imposed by civil or military authority, pandemics, epidemics, cyber-attack, labor disruption, civil disturbance, expropriation, embargo, lawful export restriction, or any other cause beyond its reasonable control. This section does not relieve or suspend a Party's obligation to pay money to the other Party under the terms of the Master Agreement.

15 Place of Performance.

To the extent necessary, Customer agrees to provide appropriate workspace and workplace accommodations; computer equipment; software; access to relevant data, documents, plans, reports, and analyses; and necessary access for Hexagon personnel to perform work on an Order. To the extent work

is performed remotely, Customer must provide VPN or secured remote connectivity (including a login, password, and multi-factor authentication) to all servers and workstations requiring installation/configuration by Hexagon. In turn, Hexagon agrees to comply with the current version of the Florida Department of Law Enforcement Criminal Justice Security Policy found in Exhibit J as it pertains to software development and implementation vendors. Hexagon agrees to comply with requirements emanating from Exhibit J related to unescorted system access and related requirements.

16 Amendments.

Any and all amendments to the Master Agreement shall be in writing specifically reference the fact the amendment is intended to alter these Master Terms and executed by authorized representatives of both Parties. No Order or Change Order shall affect these Master Terms, unless expressly stated in such document.

17 Confidential Information.

The Parties agree not to disclose Confidential Information provided to it by the Disclosing Party to the maximum extent allowable under applicable law unless it first obtains the Disclosing Party's written consent to such disclosure, or as required by a court of competent jurisdiction. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this provision of the Master Agreement by the Receiving Party and the Disclosing Party may 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 Master Agreement but will be in addition to all other remedies available at law or equity. The covenants set forth herein and the rights and obligations related thereto shall continue for a period of five (5) years from the date of disclosure.

17a Public Records Law

Section 119.0701, Florida Statutes (2016) requires that all contractors comply with Florida's public record laws with respect to services performed on behalf of the Sheriff. Specifically, the statute requires that all contracts entered into or amended after July 1, 2016 shall contain the following statement in at least 14-point boldfaced type:

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at:

Pinellas County Sheriff's Office

10750 Ulmerton Rd.

Largo, FL 33778

Ph.: 727-582-6200

contractor@pcsonet.com

Additionally, all contracts are required to contain the following:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
Failure to comply with these provisions is considered an immediate breach of contract.

18 Personal Data.

18.1 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 or Authorized Cloud Users provided by the Customer to Hexagon pursuant to the Master Agreement 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, Exhibit H, shall apply.

18.2 Where Customer is responsible for providing Personal Data on behalf of Users or Authorized Cloud Users directly to Hexagon, Customer will secure and maintain all necessary consents and make all necessary disclosures before including Personal Data in Customer 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 the Master Agreement, Customer acknowledges Hexagon may be unable to provide Services, Product(s), Maintenance Services, and/or Cloud Program (or part thereof).

18.3 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 the Master Agreement and for no other purpose. Except as may be otherwise required by law, contract, or judicial order, after expiration or earlier termination of the Master Agreement, Hexagon will destroy all Customer-supplied Personal Data in accordance with applicable data protection laws.

18.4 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 in Exhibit H, shall apply.

19 Assignment.

Neither Party shall assign, sublet, or transfer all or any portion of the Master Agreement, nor any interest in the Master Agreement, without the express written consent of the non-assigning Party, which consent may be granted or withheld in the sole discretion of the non-assigning Party. Notwithstanding the foregoing, Hexagon may assign its rights and obligations under the Master Agreement, without the approval of Customer to: (1) an Affiliate or (2) another business entity in connection with a merger, consolidation, or reorganization of Hexagon or any of its subsidiaries.

20 Cooperative Purchasing.

If Customer is a government entity, another government entity (referred to in this paragraph as a cooperative purchaser) may, with prior written consent of Hexagon, use the Master Agreement, excluding Orders to which it is not a party, as a contract vehicle for its purchases from Hexagon; provided that in such event the term "Customer" shall refer solely to the relevant cooperative purchaser with respect to its transaction and shall not refer to the cooperative purchaser with respect to transactions not for its direct benefit. Product(s) and services will be priced and scoped upon request of the cooperative purchaser and dependent upon the scope of the intended project. To the extent this clause is exercised by any cooperative purchaser with Hexagon's consent, Hexagon shall deal directly with the cooperative purchaser regarding the scope and pricing of the project. Cooperative purchasers shall make their own legal determination as

to whether the collective purchasing permitted by this clause is consistent with laws, regulations, and other policies applicable to the cooperative purchaser; and, Customer shall have no liability with respect to obligations of any cooperative purchaser utilizing the terms of this section 20 to place Orders under the Master Agreement.

21 Export.

Equipment/Content, and Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs, are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. Equipment/Content and/or Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

- To Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine or any national of these countries or territories;
- 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 (http://export.gov/ecr/eg_main_023148.asp);
- To any entity if Customer 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
- To any entity if Customer knows, or has reason to know, that a reshipment contrary to United States law or regulation will take place.

Customer 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. Any questions regarding export or re-export of the Software should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, 35758, USA or at exportcompliance@intergraph.com. If the Software Customer 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 the 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 the EULA included herein, such Software may be used in other countries or by other end users if prior written approval of DDTC is obtained.

If Customer is located outside the United States, Customer is responsible for complying with any local laws in Customer's jurisdiction which might impact Customer's right to import, export or use the Software, and Customer represents that Customer has complied with any and all regulations or registration procedures required by applicable law related to the use and importation of the Software.

22 Non-Solicitation of Employees.

Customer and Hexagon agree they will not, without the prior written consent of Hexagon and Customer, solicit any Hexagon employee or Customer employee, or induce such employees to leave Hexagon's or Customer's employment, directly or indirectly, during the Term and for a period of twelve (12) Months after the Master Agreement expires or is terminated.

23 Miscellaneous.

23.1 Authority. Each Party represents and certifies to the other Party it has the requisite legal authority to enter into and be bound by the Master Agreement and all Orders arising from the Master Agreement. Any individual purporting to execute or accept a Quote, Primary Contracting Document, or any Order Documents governed by the Master Terms on behalf of a Party represents and warrants to the other Party that such individual has the authority to bind, and does bind, the Party on whose behalf such individual purports to execute or accept such instrument(s). By issuance of a Quote to Customer without the word "DRAFT" or similar markings thereon, Hexagon represents it has the requisite legal authority to enter into and be bound by the Master Agreement and the Order intended to result from the Quote. By executing the Quote and returning it to Hexagon or otherwise entering into an Order, Customer represents and certifies

to Hexagon it has the requisite legal authority to enter into and be bound by the Master Agreement and the Order associated therewith.

23.2 Survival. In addition to other provisions that are specifically identified as surviving termination of this Master Agreement, the rights and obligations in sections titled “IP Ownership,” “Limitation of Liability,” “Dispute Resolution,” “Confidential Information,” “Export,” and the terms of any license or access granted pursuant to the Master Agreement (including, but not limited to, Exhibit A, Exhibit D, Exhibit E, and/or Exhibit F), shall survive and continue after expiration or termination of the Master Agreement, shall remain in effect until fulfilled, and shall apply to any permitted successors and assigns. Upon termination of the Master Agreement, the provisions of the Master Agreement, including those in the preceding sentence, which by their express terms survive termination, shall remain in full force and effect.

23.3 Waiver. The waiver by either Party of any of its rights or remedies in enforcing any action or breach under the Master Agreement 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.

23.4 Severability. If any provision of the Master Agreement or an Order is void, voidable, unenforceable, or illegal in its terms, but would not be so if it were rewritten to eliminate such terms that were found to be voidable, unenforceable, or illegal and such rewrite would not affect the intent of the provision, then the provision must be rewritten to be enforceable and legal.

23.5 Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in the Master Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

23.6 Governing Law. The Master Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Florida. The Parties agree any legal action or proceeding relating to the Master Agreement shall be instituted in either the appropriate state courts located in Pinellas County, Florida or the United States District Court for the Middle District of Florida. The Parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceeding. The Parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Master Agreement.

23.7 Governing Language. The controlling language of the Master Agreement is English. If Customer received a translation of the Master Agreement into another language, it has been provided for convenience only.

23.8 Independent Contractor. The Parties agree that Hexagon is an independent contractor, that nothing in the Master Agreement shall be construed as establishing or implying a relationship of master and servant between the Parties, or any joint venture or partnership between the Parties, and that nothing in the Master Agreement shall be deemed to constitute either of the Parties as the agent of the other Party or authorize either Party to incur any expenses on behalf of the other Party or to commit the other Party in any way whatsoever. Hexagon and its agents, employees, or subcontractors shall at no time be deemed to be agents, employees, or subcontractors of Customer, or be deemed to be under the control or supervision of Customer when carrying out the performance of its obligations in the Master Agreement. Without the prior written consent of Customer, Hexagon shall not carry on any activity that could be construed as being on behalf of Customer.

23.9 Limitation on Claims. Except as otherwise prohibited from applicable law, no claim, regardless of form, arising out of or in connection with the Master Agreement may be brought by Customer more than two (2) years after the event giving rise to the cause of action has occurred.

23.10 Anti-Bribery. Each Party hereby certifies it shall comply with all applicable laws in carrying out its duties under the Master 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 Party has the right to terminate the Master Agreement upon any violation of the FCPA or similar laws by the other Party.

23.11 Personnel Standards.

a. Customer requires personnel providing Services which involve unescorted access to Customer's System or facilities to comply with background investigations and/or security checks. These background investigations may require the personnel to be fingerprinted, and will be performed by the Customer at no charge to Hexagon. Customer reserves the right to disallow the use of any individual who is deemed to pose a security risk. Hexagon shall provide to the Customer a written list of the names and addresses of all employees and the positions of said employees who are to perform the Work outlined in the Order for which unescorted access is necessary.
b. Hexagon shall use all reasonable care consistent with its rights to manage and control its operation not to employ any persons, use any labor, use or have any equipment, or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Customer. The Customer shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for employees.
c. Hexagon shall comply with all Federal, State and local laws, executive orders, and rules and regulations applicable to the Work provided that any change in the Laws may necessitate a change in scope for ongoing Orders up to one hundred twenty (120) hours per twenty-four (24) months beginning upon Cloud Program Start Date. If such a request is received by Hexagon from Customer, then Hexagon will evaluate the mandated change and provide the Customer an estimate of the scope to develop and implement such change, which the Customer shall authorize prior to Hexagon performing any development or
d. Hexagon's personnel shall immediately report all accidents or unusual incidents occurring on Customer's premises to the Sheriff's designee for the work. Unusual or catastrophic events involving personnel or equipment covered by this Master Agreement shall, within three (3) business days, be followed by a written email notification to the Customer contract monitor detailing the circumstances surrounding the event and the actions taken or to be taken by Hexagon.
e. E-VERIFY: In accordance with Florida Statute §448.095, Hexagon agrees to:

    i. Have registered and use the E-Verify system to verify the work authorization status of all newly hired employees;

    ii. If a subcontractor provides labor, supplies or services for an Order, to obtain and maintain the required affidavit(s);

    iii. if terminated pursuant to this section is not a breach of contract and shall not be considered as such; and

    (iv) be liable for any additional costs incurred by the Sheriff as a result of a termination pursuant to this section subject to those damages being proven and the Limitation of Liability in Section 8.

23.12 Public Entity Crimes. Hexagon shall comply with the Florida Public Entity Crime Act §287.133, Florida Statutes in all respect during the Term.

23.13 Americans with Disabilities. Customer complies with the ADA, and upon appropriate notification will make reasonable accommodation to permit individuals with disabilities to participate in solicitations by the Customer.

24 Entire Agreement.

The Master Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. Except as otherwise provided in the Primary Contracting Document, the Master Agreement supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of the Master Agreement. The Master Agreement may not be amended or modified unless so done in a writing signed by authorized representatives of both Parties. The pre-printed terms and conditions of Customer's PO or any other terms

and conditions of a Customer PO shall be void, even if issued subsequent to the effective date of the Master Agreement, and shall not be deemed to constitute a change to the Master Agreement.

EXHIBIT A

OMITTED.

END OF EXHIBIT A

EXHIBIT B

OMITTED.

END OF EXHIBIT B

EXHIBIT C

PROJECT DELIVERABLE SIGN-OFF FORM

CUSTOMER NAME, CUSTOMER CITY – PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

TYPE OF DELIVERABLE

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

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION
THIS SECTION DESCRIBES THE DELIVERABLE

$AMOUNT OF PYMT
(If applicable)

With the deliverable described above complete, the Customer shall have ten (10) Business Days after receipt of a written request from Hexagon, to either sign-off that the Task Acceptance Criteria has been satisfied or state in writing to Hexagon the reason the Task Acceptance Criteria has not been satisfied.

Sign-off of the Task shall be based solely upon satisfaction of the Task Acceptance Criteria stated in the Contract between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) Business Days after delivery then the Task will be deemed to have been accepted.

The signature below acknowledges that Task Acceptance Criteria described in the Statement of Work and listed above has been satisfied and the Task is accepted.

Authorized Customer Representative
Customer Contact Name

_____ _____

SIGNATURE **DATE**

END OF EXHIBIT C

EXHIBIT D

CLOUD PROGRAM CONDITIONS

These terms and conditions ("Cloud Conditions") govern the provision of the Cloud Program by Hexagon to Customer under a Cloud Program Order. Any additional terms in any Cloud Services Schedule(s) also apply.

1. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

2. SCOPE OF CLOUD PROGRAM.

2.1 For the duration of the Cloud Term, Hexagon will provide Customer access to the Customer to use the Cloud Program subject to the provisions of these Cloud Conditions provided that Hexagon may as described in Order Documents provide limited access to the Cloud Program for implementation purposes only as part of a project and prior to the commencement of the Cloud Term. In such a case and prior to the commencement of the Cloud Term, the Customer shall be permitted to use the Cloud Program for implementation purposes only and shall be subject to the other obligations and restrictions set forth herein that would otherwise apply during the Cloud Term. Except for the Cloud Services, no other service, including Cloud Consulting Services, are provided by Hexagon pursuant to a Cloud Program Sales Order.

2.2 Hexagon may from time to time provide or otherwise make available Local Software. Local Software may include mobile applications obtainable from an online applications store, applications owned by a third-party, or other facilitating applications. In the event Hexagon provides or makes available such applications, the same shall be made available to Customer and owned by Hexagon (or the relevant third party) and used subject to these Cloud Conditions. If not sooner terminated, the license to use such Local Software shall terminate upon expiration of the Cloud Term.

3. CLOUD SERVICES AUTHORIZATION.

During the Cloud Term, Hexagon grants Customer and its Affiliates the right to access and use components of the Cloud Program listed in the quantities reflected on the Quote solely for Customer's and Affiliates' own internal business purposes and subject to these Cloud Conditions.

4. TERM, TERMINATION AND SUSPENSION.

4.1 For, and only for, the initial Order for the Cloud Program under this Master Agreement, the Cloud Term commences on Cloud Cutover of the respective Subsystem. In all other circumstances, the Cloud Program Order commences on the Effective Date of the Order and shall continue for the Cloud Term, unless earlier terminated in accordance with the Master Terms and these Cloud Conditions. To the extent any optional renewals are identified in the Quote, the Customer must issue a PO or a notice to proceed to extend the Cloud Term and at the prices set forth in the Quote not less than sixty (60) days prior to the end of the Cloud Term. Prior to the end of the Cloud Term, the Customer may renew the Cloud Program Order and/or have Customer Data Offboarded.

4.2 Upon request by the Customer, made not less than thirty days prior to the effective date of termination, Hexagon shall make available to the Customer for download a file of Customer Data in SQL generated bacpac file format along with attachments in their native format at no additional charge. Hexagon recommends that the Customer downloads a copy of this file before the expiry of the Retention Period. Hexagon will provide to Customer or to any vendor selected by Customer as successor vendor of similar or replacement services ("Successor Vendor"), at Customer's sole cost and expense, assistance reasonably requested by Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to Customer or to

Successor Vendor (the "Transition Assistance Services") during the ninety (90) calendar day period prior to the expiration or termination of this Agreement (the "Transition Assistance Period") provided that the Customer does not separately renew the Cloud Program under this or a separate agreement. Hexagon and Customer shall negotiate price and scope of Hexagon's provisioning of Transition Assistance Services prior to the beginning of the Transition Assistance Period. Transition Assistance Services may include:

- Development of a plan for the orderly transition of the Services being transitioned from Hexagon to Customer or a Successor Vendor.
- Use of commercially reasonable efforts to assist Customer, at Customer's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third-party services, technologies and documentation then being used by Hexagon in connection with the Services.
- Other activities to which the parties may agree.

4.3 In addition to the rights and remedies set forth in the Master Terms, once notified in writing of an overdue payment, Customer acknowledges Hexagon may, without further notice, reduce the Cloud Services to the lowest tier of Cloud Services offered by Hexagon. During such time, Hexagon or the Third Party Service Provider is not obligated to facilitate or provide any services related to Onboarding or Offboarding. Without waiver of its right to terminate the Master Agreement and/or Cloud Program Order or seek additional remedies, if full payment has not been received by Hexagon within thirty (30) days following written notice, Hexagon may suspend providing the Cloud Program to Customer until all outstanding Cloud Program Fees together with any applicable interest has been paid to and received by Hexagon. Suspension of the Cloud Program for non-payment shall not prejudice Hexagon's rights hereunder or relieve Customer from the obligation to pay Cloud Program Fees associated with the period of suspension.

4.4 Termination shall not relieve the Customer of the obligation to pay any Cloud Program Fees accrued or payable to Hexagon prior to the date of termination. Unless otherwise agreed to in writing by Hexagon, in the event Hexagon terminates a Cloud Program Order due to any of the conditions set forth in Section 4.2 above, then under no circumstances whatsoever shall Customer be entitled to any refund of Cloud Program Fees paid in advance to Hexagon pursuant to the terms of the Master Agreement.

5. AVAILABILITY. Hexagon shall reasonably endeavor to deliver Availability in accordance with the Service Level specified in the applicable Cloud Services Schedule. "**Availability**" or "**Available**" means the ability to connect to the Cloud Portal, connect to the Customer Cloud Environment for Production, launch Cloud Application(s), and access Customer Data contained in the Customer Cloud Environment for Production. Availability does not include the availability of third-party portals or Cloud Optional Services. Availability of Cloud Application(s) shall be determined by launching the main application for the applicable Cloud Application and successfully logging in. For purposes of calculating Availability time, the following is excluded: time expended for Planned Maintenance; downtime required to perform Cloud Consulting Services; time expended due to the inability for Customer to connect to the Cloud Portal due to problems with the Customer's infrastructure or the internet; unavailability arising from Customer exceeding Customer purchased Cloud Application capacity; and, time expended due to any other circumstances beyond Hexagon's reasonable control, including Customer's or any User's use of third-party materials or use of the Cloud Program other than in compliance with the express terms of the Master Agreement and Hexagon's reasonable instructions (collectively "**Exception(s)**").

6. CRITICAL SERVICE LEVELS. The purchased Service Level classifications are set forth in the Cloud Service Schedule. "**Service Operational Time**" means the time, expressed in a percentage as set forth below, that the Cloud Application is Available for a given Month during the service. The method of calculating the Service Operational Time is:

$$\frac{\textit{Hours of Cloud Program Availability for a given Month}}{\textit{Hours of Cloud Program Availability + downtime hours for such Month which are not related to an Exception}} \times 100$$

7. SERVICE CREDITS.

7.1 If in any Month the Service Operational Time in a Cloud Environment for Production falls below (a "**Service Incident**"), not as a result of an outage, a "Return to Green Plan" shall be initiated for the Customer's Production Environment. Hexagon shall have twenty one (21) days to return the Service Operational Time to such Service Level.

7.2 Subject to Section 7.3 below, if the Service Operational Time does not rise to the applicable Service Level within the Go Green Period, then the Service Credit provided in the Cloud Service Schedule will be applied against each Month in which the Service Operational Time remains below such Service Level.

7.3 Service Credits apply:

7.3.1 Only as specified within the applicable Cloud Services Schedule;

7.3.2 Only to the extent that the affected Customer Environment is used in Production;

7.3.3 In strict accordance with Section 5;

7.3.4 Only if a Customer has logged a Cloud Service Request which notified Hexagon of the problem that causes the Critical Service Level to fall below the identified Availability percentage in the applicable Cloud Services Schedule ("Green"); and

7.3.5 Only where Customer is compliant with the AUP.

7.4 To the extent applicable and properly noticed by Customer in accordance with Section 7.1 above, Service Credits shall be credited against the next invoice until such applicable Service Credits have been used. If the Master Agreement is terminated or Customer elects not to renew the Master Agreement before an ensuing invoice is issued, then such Service Credits are forfeited. Customer shall have no right to receive any monetary remuneration in exchange for unused Service Credits.

7.5

8. CLOUD SERVICES SUPPORT.

8.1 As part of Cloud Services and during the Cloud Term, Hexagon will provide the Cloud Services Support described within this Section 8.

8.2 Cloud Services Support is available at the times specified in the applicable Cloud Services Schedule. Cloud Service Requests and Product Change Requests can be directed by an Authorized Cloud User to Hexagon by: (i) the Designated Portal, or (ii) telephoning Hexagon support at the times permitted within the Cloud Services Schedule.

8.3 When reporting a Cloud Service Request, if an Error, an Authorized Cloud User shall assign the Cloud Service Request a priority level based upon the criteria set forth in the Designated Portal. The Authorized Cloud User shall provide a brief justification as to the criticality of the Cloud Service Request and a description of the Error giving rise to the Cloud Service Request, to include a statement of steps necessary to produce the Error. Hexagon shall respond to the Cloud Service Request and provide commercially reasonable efforts to aid and address the Cloud Service Request. If Hexagon disagrees with the priority of the Cloud Service Request, it shall discuss the matter with Customer, but Hexagon, in its sole discretion, reserves the right to revise the initially reported priority level of the Cloud Service Request.

8.4 Product Change Requests will be reported in like manner as set forth in Section 8.3. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Cloud Program. 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 the Cloud Program pursuant to a Product Change Request, any and all IPR resulting from such change or modification is and shall remain the property of Hexagon.

8.5 Customer acknowledges and agrees that, as part of providing Cloud Services Support, Hexagon is permitted to make necessary changes to the Cloud Program, without notice if necessary, to perform Emergency Maintenance. Hexagon shall be permitted to access the Customer Cloud Environment in the event Hexagon deems Emergency Maintenance is necessary. Hexagon

acknowledges, however, that any unscheduled Emergency Maintenance that causes unavailability will not be excluded from calculation of Availability provided the Emergency Maintenance does not arise or relate to other exclusions from Availability parameters.

8.6 Hexagon will provide no less than two (2) weeks notice for any planned downtime.

8.7 As it relates to, and only to, Local Software which is listed on the Quote, Hexagon shall provide support in like manner as is provided for Cloud Applications except Customer will permit Hexagon to electronically access the Local Software in the Local Environment via Secure Access Tool. Support for Local Software listed on the Quote is included within Cloud Services Support except as is otherwise rendered commercially unreasonable due to the Local Software being hosted by Customer.

8.8 Except as otherwise necessary, as determined by Hexagon in its sole discretion, to satisfy the requirements of Sections 8.3 and 8.4, Cloud Services Support does not include: (i) training; (ii) configuration of Cloud Application(s), Cloud Optional Services, Cloud Portal, Third Party Software Products, Software Products, or other components of the Cloud Program; (iii) Customer Cloud Administration; (iv) programming or software development; (v) modifications to the Cloud Applications or Cloud Optional Services not accepted as a Product Change Request; (vi) onsite services; or (vii) services required because Customer has not performed its obligations under the Master Agreement.

8.9 Updates.

8.9.1 As part of Cloud Services Support, Customer is entitled to receive all Updates to the purchased Cloud Application(s) and Local Software that Hexagon makes available. Cloud Consulting Services may be necessary to Update Cloud Optional Services, which is not part of Cloud Services Support.

8.9.2 From time to time, Hexagon may notify Customer through the Designated Portal that Hexagon has developed an Update for the purchased Cloud Application(s) and intends to deploy said update, including any applicable Third Party Software Products. On the date specified in the notification, Hexagon will deploy the Update to the Cloud Development Environment for Customer testing and review, which Customer shall complete within the time prescribed in the notification of the availability of the Update, but not less than thirty (30) days thereafter (the "Testing Period"). In the event no Material Adverse Effect is reported by Customer within the Testing Period, then on a subsequently specified date by Hexagon, Hexagon will, at its discretion, deploy the update to Customer Cloud Environment for Production.

8.9.3 In the event Customer provides written notice to Hexagon, within the Testing Period, of a Material Adverse Effect as a result of Customer's testing of the Update in accordance with Section 8.8.2 above, Hexagon shall discuss the matter with Customer and use commercially reasonable efforts to address any reasonable workarounds to such Material Adverse Effect, such agreed upon workaround to be subject to the same protocols set forth in Section 8.8.2 and this Section 8.8.3; provided, however, if Hexagon reasonably finds that no Material Adverse Effect exists, Hexagon may deploy the Update to the Customer Cloud Environment for Production after notification to the Customer.

8.9.4 As it relates to implementing Updates for Local Software that is included within the Cloud Program, Customer shall permit Hexagon to electronically access the Local Software on Customer's System Equipment via Secure Access Tool to implement the Update in conjunction with the updating of the Cloud Applications and provide any other reasonable support and cooperation required by Hexagon to update the Cloud Program.

8.9.5 Hexagon shall reasonably cooperate with Customer as it pertains to Planned Maintenance.

9. CUSTOMER RESPONSIBILITIES.

9.1 Upon receiving access to the Cloud Applications, even if prior to the Cloud Term, the Customer shall be responsible for all activities that occur in Authorized Cloud Users' and Users' accounts, including, but not limited to, its Affiliates' accounts, and for Authorized Cloud Users' and Users' compliance with the Master Agreement. Customer shall:

9.1.1 Have sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer Data that is placed into the Customer Cloud Environment;

9.1.2 Use commercially reasonable efforts to prevent unauthorized access to or use of Cloud Program, including preventing utilization of more Credentials than otherwise reflected by the License Key(s) set forth in the Quote, and notify Hexagon of any such unauthorized access or use;

9.1.3 Provide and maintain its own System Equipment, third party software, networks, internet access, and communication lines, including any public lines required to properly access the Cloud Portal and use the Local Software, including content or data and ensure such meet the minimum standards required to interoperate with the Cloud Program as communicated by Hexagon to Customer via the Cloud Portal or as otherwise determined by Hexagon; and

9.1.4 Abide by and comply with the Acceptable Use Policy, Documentation, and other requirements of these Cloud Conditions.

9.2 Customer shall reasonably cooperate with Hexagon as it pertains to Planned Maintenance. The Parties agree that Hexagon can agree to schedule maintenance events that are expected to have an impact or cause unavailability of the Software between 4:00 a.m. U.S. Eastern Time on Tuesdays and 8:00 a.m. U.S. Eastern Time on Tuesdays provided Customer notifies Hexagon of such request as scheduled maintenance is arranged between the Parties. The delivery of Updates and Planned Maintenance are included within the Customer's Cloud Program Fees.

10. CLOUD SERVICE PROGRAM FEES.

10.1 Generally. Subject to Section 10.2 below, in consideration of the Cloud Program provided by Hexagon, Customer shall pay to Hexagon the Cloud Program Fees.

10.2 Adjustment. It is the Customer's responsibility to monitor its usage of License Key(s) and/or Cloud Application capacity it has purchased. Hexagon will periodically review the Customer's usage of the Cloud Program to determine whether Customer's usage is consistent with the quantity of License Key(s) and/or Cloud Application capacity purchased. If the usage shows the Customer has or is projected to use more License Key(s) than are specified in the Quote, then Customer shall pay Cloud Program Fees corresponding to the number of License Key(s) used in excess of the purchased quantity. If a Cloud Application is subject to capacity limitations (e.g. a limited number of transactions in a period), as expressly set forth in the applicable Cloud Services Schedule, the Cloud Application may be configured to cease or degrade some or all functions upon Customer reaching those capacity limitations and/or may be configured to permit additional usage for additional fees, as described in the applicable Cloud Services Schedule(s).

10.3 Hexagon will provide Customer with Cloud usage, monitoring, and notification tools that will alert and advise customer of usage or projected usage of more License Key(s) that specified in the Quote prior to exceeding any service thresholds that would incur additional costs over and above those set forth in the specified Quote.. These tools include the ability to monitor whether the Customer is exceeding inbound or outbound allotted network bandwidth, CPU/RAM usage, storage or file size limits or API calls. All notifications will be sent by email or otherwise made available to the License Administrators when a service threshold has reached 90% of the allotted amount over one (1) year.

11. TERMS OF PAYMENT.

The invoice corresponding to the first year of Cloud Program Fees shall be provided to Customer upon or following Cloud Cutover. For purposes of clarity, once Cloud Cutover for a Subsystem occurs, the annual Cloud Program Fee corresponding to that Subsystem will be due and payable in full. Invoices for subsequent years included within the Cloud Term as specified in the Quote (as may be adjusted pursuant to Section 10.2 above) will be issued prior to the Cloud Anniversary.

12. ACCEPTABLE USE POLICY (AUP).

12.1 The AUP forms part of these Cloud Conditions and is incorporated in Exhibit I provided that in the event the Third Party Service Provider adopts additional or different rules or requirements in the use of its cloud platform, then Customer shall reasonably agree to amend this Master Agreement to reflect such updated terms and requirements. The Customer and any Authorized Cloud User or User shall comply with the AUP at all times in which it has access to the Cloud Environments. A User or Authorized Cloud User will be prompted with review and acceptance of the AUP to gain access to the Cloud Application(s). Any update to the AUP will require each User or Authorized Cloud User to re-accept the modified AUP. Failure to comply with the AUP may result in the suspension of the Cloud Program or termination of the Cloud Program Order as provided in Section 5 of the Master Terms. During any period of suspension, the Customer will still be liable for payment of the applicable Cloud Program Fees.

12.2 Hexagon reserves the right to change the AUP at any time, but to the extent within the control of Hexagon, it will give Customer thirty (30) days' notice in accordance with the Master Terms and the Primary Contracting Document of any such changes by posting notice of the upcoming change in the AUP on the Cloud Portal or as otherwise determined by Hexagon, unless otherwise required by law or where a Third Party Service Provider requires a change to be made to the AUP and is unable to provide such period of notice. If a Third Party Service Provider requires a change to be made to the AUP, Hexagon shall provide the equivalent period of notice as is provided by the Third Party Service Provider to Hexagon.

12.3 Without waiver of any other requirement or limitation set forth herein, Customer's use of any third party software in conjunction with the Cloud Application, Cloud Optional Services, and Hexagon Software Products that is not certified by Hexagon to operate in conjunction with the same is solely at Customer's risk. Addressing service requests arising from the use of uncertified third party software is not included within Cloud Services Support or the Cloud Program.

13. OWNERSHIP AND INTELLECTUAL PROPERTY.

13.1 In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Cloud Application(s), Cloud Optional Services, the Software Products, Local Software, Documentation written by Hexagon, and any other data and information provided as part of the Cloud Program (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Cloud Program. Customer and its Affiliates do not have, and shall not attempt to decompile, disassemble, or otherwise attempt to gain access to any source code for the Cloud Application, Cloud Optional Services, any other Hexagon Software Product, or Third Party Software . Customer, for itself and its Affiliates acknowledges and agrees the Cloud Program is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Cloud Program or any component thereof except as expressly permitted by Hexagon (which permission may in some instances, subject to stated limitations, be contained in a Cloud Services Schedule with respect to a particular Cloud Application). Without Hexagon's express, written permission, Customer shall ensure that no User transfers or assigns any Credentials to any other person or entity that is not an employee of Customer.

13.2 Customer and its Affiliates, respectively, shall retain their respective full ownership and all rights associated therewith solely to Customer Data to the extent they own IPR to said information, as well as work product input or output generated by the Cloud Program. This ownership shall not extend to any formats or other Intellectual Property provided by Hexagon under the Master Agreement that makes a particular data file intelligent or that structures output, said formats and Intellectual Property which shall remain the property of Hexagon or the respective third party that owns said format or Intellectual Property.

14 PERSONAL DATA.

14.1 Hexagon reserves the right, but does not assume the obligation, to investigate any violation of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program. Hexagon may: (a) investigate violations of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program; and (b) remove, disable access to, or modify any content or resource that violates this Exhibit D (Cloud Program Conditions) and/or AUP. Hexagon may report any activity that Hexagon suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Hexagon's reporting may include disclosing appropriate information related to Customer or any User. Hexagon also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Exhibit D (Cloud Program Conditions) and/or AUP.

14.2 Hexagon and its Third Party Service Provider will locate the Data Center(s) within the continental United States of America.

15 SECURITY & BREACH NOTIFICATION.

15.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents. Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents. Notwithstanding anything to the contrary, Hexagon shall notify Customer promptly via email and the Designated Portal in the event that it learns or has reason to believe that there has been any Security Breach affecting Customer Data,

or that any person who has had access to Customer Data has violated or intends to violate the terms of the Master Agreement. Hexagon shall, at its own expense, cooperate with Customer in investigating and responding to the foregoing provided such cooperation is not inconsistent with direction provided by responding law enforcement agencies, any applicable insurance carriers, or cyber security/breach consultants retained by or on behalf of Hexagon; notifying customers or other affected individuals as required by law; and take reasonable measures consistent with this section.

15.2 Additional Requirements for Personal Data. With respect to any Personal Data in the possession or under the control of Hexagon, which does not include Customer Data within the Customer Cloud Environment, and in order to protect Personal Data from unauthorized access, destruction, use, modification or disclosure, Hexagon shall:

15.2.1 Develop, implement, and maintain reasonable security procedures and practices appropriate to the nature of the information to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure; and

15.2.2 Develop, implement, and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of Hexagon's business and the nature and scope of Hexagon's activities to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure.

16 WARRANTIES, DISCLAIMER AND INDEMNITIES.

16.1 Cloud Services will use industry standard Virus detection software to avoid transmission to the Customer and its Affiliates any Viruses (except for any Viruses contained in Customer Data uploaded or Onboarded by Customer).

16.2 Hexagon does not warrant the Cloud Program (to the extent accessed by Customer under the Master Agreement) will meet the Customer's or any of its Affiliates' requirements or that it will run uninterrupted or be Error free. Customer and its Affiliates are responsible for the results obtained from the use of the Cloud Program.

16.3 The warranties set forth herein are in lieu of all other warranties, expressed or implied, and represents the full and total warranty obligation and/or liability of Hexagon

17 ACCESS TO THE MASTER AGREEMENT BY CUSTOMER'S AFFILIATES.

If Customer's Affiliate accesses or utilizes any or all components of the Cloud Program, the Affiliate shall be deemed to have agreed to be bound by the terms and conditions of these Cloud Program Conditions. The Affiliate, in accessing the Cloud Program (or any part thereof), and Customer, in permitting the Affiliate's access, each represent to Hexagon they have entered into an agreement by which Affiliate is permitted to use the Cloud Program and is bound to the terms herein. Except for Affiliates and employees of Affiliates, no other person, including any third parties not authorized by Hexagon, may access the Cloud Program or be provided with Credentials.

END OF EXHIBIT D

EXHIBIT E

OMITTED

END OF EXHIBIT E

EXHIBIT F

COTS Training Program Terms

These terms and conditions ("COTS Training Program Terms") govern the provision of the Training Curricula by Hexagon to Customer under a Fixed Price Project Assignment. Any additional terms in a Training Program Statement also apply; and, notwithstanding the order of precedence stated in the Master Terms, but without otherwise modifying such order of precedence, any conflict between these COTS Training Program Terms and any applicable Training Program Statement shall be resolved in favor of the Training Program Statement.

1. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

2. SCOPE OF TRAINING PROGRAM.

Hexagon will provide the Training Curricula specified in the Quote and purchased by Customer, in accordance with and subject to the provisions of these COTS Training Program Terms and the applicable Training Program Statement(s). The Training Program Statements(s) and Quote shall describe the duration and delivery method for the Training Curricula; provided that if no duration is otherwise stated for a Training Curricula delivered by online means, Customer shall cease use thereof twelve (12) months following the date the Order was placed for the Training Curricula.

3. FEES AND PAYMENT.

Unless otherwise expressly provided in applicable Training Program Statement(s) corresponding to the Order, fees for Training Curricula delivered by a live instruction method shall be invoiced as and when the Training Curricula is delivered; and fees for Training Curricula delivered by an online on-demand method shall be invoiced upon first delivery to Customer of the initial ability to access any portion of the Training Curricula.

4. SPECIFIC ONLINE TERMS.

4.1 Assignment of Credentials. For Training Curricula delivered by an online on-demand method, Customer acknowledges and agrees that: each specific student/user must be assigned individual credentials, thereby consuming one of the overall quantity of credentials available to Customer under the terms of the Order, and student/user credentials may not be shared or used by more than one student/user. Upon request, and subject to processing and any requirements of the Third Party Service Provider, credentials may be subject to reassignment to a new student/user and from a student/user no longer requiring access to the Training Curricula. The period of availability of an online on-demand Training Curricula shall not be extended due to delays in Customer's assignment of available credentials or in any reassignment of credentials.

4.2 Use Restrictions. Customer shall comply, and assure all students/users comply, with terms of use of the Training Curricula and the platform through which it is provided, including without limitation, each of the following: the platform and assets associated therewith shall never be used to perform unlawful activity or activity which interferes with networks, systems, or facilities associated with operation of the platform; the platform shall not be used to store, process, or publish threatening, disparaging, or offensive material, or material that constitutes Spam/E-Mail/Usenet abuse or to create a security risk or an infringement of privacy or IPR; the platform shall not be used for any activity intended to directly or indirectly circumvent security measures of the Third Party Service Provider or Hexagon; and, the platform shall be used solely within the use requirements of the Third Party Service Provider and solely for the purpose of consuming the Training Curricula.

5. OWNERSHIP AND INTELLECTUAL PROPERTY.

In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Training Curricula, and any other data and information provided as part of Training Curricula (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Training Curricula, to include without limitation the Third Party Service Provider's retention of intellectual property associated with the platform through which any online on-demand Training Curricula is provided. Customer and its Affiliates shall not attempt to decompile, disassemble, obtain any source code for, or record Training Curricula, in whole or in part. Customer, for itself and its Affiliates and their respective personnel accessing the Training Curricula, acknowledges and agrees the Training Curricula is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, record, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Training Curricula video media beyond itself and the Agencies except as expressly permitted by Hexagon. The Customer acknowledges Hexagon shall retain sole custody and control of the underlying online Training Curricula and any documents and information displayed therein. Unless otherwise set forth in the Training Program Statement, Hexagon shall only provide electronic copies of any specified Documentation, which Customer may copy for Customer training use for itself and the Agencies. Without Hexagon's express, written permission, Customer shall ensure student/user credentials issued to Customer are only assigned and/or used only by Customer's employees.

6. CUSTOMER OBLIGATIONS.

Customer shall at all times be responsible for administering and monitoring the use of Training Curricula by its students/users. Training Curricula shall be used solely for Customer's internal training purposes. Upon the termination of employment of any student/user, Customer will terminate that individual's access to Training Curricula. Customer shall be responsible for supplying all components necessary to supply of the Training Curricula not expressly specified in the Training Program Statement as a deliverable by Hexagon. Depending upon the nature and delivery method of the particular Training Curricula, components to be supplied by Customer may include, by way of example only, computers or software for use by students/users, internet connectivity, or training space at the Customer's site.

END OF EXHIBIT F

EXHIBIT G

COMMON TERMS GLOSSARY

"Acceptable Use Policy (AUP)" means the Acceptable Use Policy identified as such within Exhibit D (Cloud Program Conditions).

"Activity" or **"Activities"** means a single work activity/event or collection of work activities/events by a Party or by both Parties under a specified Task.

"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 hold 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 Primary 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 Primary 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. For purposes of Section 9 in the General Terms and Conditions, an Affiliate is not a third party.

"Authorized Cloud User" means an individual user authorized by the Customer to use an entire Cloud Program on behalf of the Customer and for whom an account is set up by which the Authorized Cloud User can utilize Cloud Services Support and log Cloud Service Requests and Product Change Requests.

"Auxiliary System License" means the license(s) of Software Product made available by Hexagon for select Software Products to augment Production System Licenses. Each Auxiliary System License requires a corresponding Production System License and the term of the Auxiliary System License shall not exceed the term of the applicable Production System License.

"Beta Software" means any version of Software Product prior to a generally available commercial release of such Software Product.

"Business Day" means any day other than a weekend or public holiday in the country listed on the Quote.

"Business Hour" means an hour occurring during a Business Day and during the generally recognized eight (8) working hours comprising the Business Day at the Customer's location.

"Catastrophic Event" means a rare circumstance in which mass casualties and/or significant property damage has occurred or is imminent (e.g., September 11th, hurricanes greater than Category 2 on the Saffir-Simpson scale, earthquakes greater than 6.1 on the Richter scale).

"Change Order" means a document executed or accepted in writing by both Parties that modifies the scope, price, milestones, and/or project schedule of an Order.

"Client" means a computing device connected to a Server.

"Cloud Anniversary" means the anniversary of the date of the Cloud Program Start Date.

"Cloud Application(s)" means the Hexagon software applications, including without limitation application programming interfaces made available by Hexagon through the Cloud Portal as part of the Cloud Program. Cloud Application(s) are subject to Cloud Services Schedules.

"Cloud Consulting Services" means Services that relate to the Cloud Program including, but not limited to, implementation, configuration, customization, data conversion, Onboarding, design, training, and or enhancement of the Cloud Program.

"Cloud Cutover" means the point in time when Customer first uses a Cloud Application for its generally marketed purpose, commonly referred to as "go-live."

"Cloud Development Environment" means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited

purpose of making modifications, as specifically permitted herein, to the Cloud Application. For purposes of clarity, the Cloud Development Environment cannot be used in Production or for training purposes.

"Cloud Environment" means the collection of remote environments provided to Customer on which the Cloud Application(s) operates and that is supported by Hexagon.

"Cloud Optional Services" means those certain Hexagon Software Products that provide ancillary functionality or capability to the Cloud Applications, including, but not limited to, interfaces and custom forms and functionality. Unless specific Cloud Optional Services are identified in the Quote with a corresponding purchase commitment from Customer, Cloud Program does not include Cloud Optional Services.

"Cloud Portal" means the website through which Customer accesses and uses the Cloud Program. The Cloud Portal provides access to the Cloud Program according to Customer's rights, and further provides access to additional Cloud Services, as made available by Hexagon.

"Cloud Program" means the combination of Cloud Services, Cloud Application(s), Local Software, Third Party Software , and Cloud Optional Services provided pursuant to the Order Documents. The components of the Cloud Program are specifically identified in the Quote and for purposes of this definition shall mean only those components and not any other components not specifically listed in the Quote.

"Cloud Program Fees" means, collectively, any of the fees payable by Customer to Hexagon for the Cloud Program (or any part thereof). Cloud Program Fees shall be in the amount described in the Quote and/or Cloud Services Schedule, and shall be invoiced on an annual basis, except to the extent otherwise expressly provided in the Primary Contracting Document or the Cloud Services Schedule.

"Cloud Program Start Date" means the date of Cloud Cutover. For Cloud Program Fees purposes, Cloud Program use by Customer will be assumed to be for the entire Month in which the Cloud Program Start Date falls regardless of the actual date in such Month that access to the applicable Cloud Application began.

"Cloud Service Request" means a request made to the first level support service to diagnose and address an Error in a Cloud Application or to report the purchased Cloud Application(s) is not Available.

"Cloud Services" means the services, service levels, Cloud Services Support, Customer Cloud Environment, and Third Party Service Provider's hosting services (which are more particularly described in the Cloud Services Schedule(s)), for Cloud Application(s), Cloud Optional Services, and Third Party Software and ordered by the Customer.

"Cloud Services Schedule" means a document(s) titled "Cloud Services Schedule" included in Order Documents related to one or more Cloud Application(s) that contains additional details regarding the Cloud Services being provided to Customer with respect to the applicable Cloud Program components purchased by Customer.

"Cloud Services Support" means the service specified as such in the Cloud Conditions through which Customer can report Cloud Service Requests and Product Change Requests.

"Cloud Staging Environment" or **"Cloud Testing Environment"** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purposes of testing modifications and training, as specifically permitted herein, to the purchased Cloud Application(s). For purposes of clarity, the Cloud Staging Environment cannot be used in Production.

"Cloud Term" means the duration of a Cloud Program Order.

"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) 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 Primary 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; (iv) was within the Receiving Party's possession prior to its being furnished by the Disclosing Party, where the Receiving Party has no reason to believe that such third party was bound by any confidentiality obligation to the Disclosing Party, or (v) is confirmed in writing by the Disclosing Party as not being confidential.

"Core" means a physical processor on a computer Server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit ("CPU") may have one or more Cores, and a given Server may have multiple CPU sockets that may each contain multiple Cores.

"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.

"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.

"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 the anniversary of the date on which the Coverage Period commenced.

"Covered Products" means collectively, Covered Software Product(s) and Covered Third Party Products.

"Covered Software Product(s)" means Software Product(s) and Developer Tools 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.

"Credentials" means the unique log-in identifier by which a person could access a service or benefit, such as, without limitation, a Cloud Program or Training Curricula.

"Customer" means the non-Hexagon party to the Primary Contracting Document.

"Customer Cloud Administration" means providing User's access to the Cloud Application(s) purchased by Customer, managing User accounts, providing Credentials to Users, and any system administration beyond User interface.

"Customer Cloud Environment" means a logical group of virtual or physical computers comprised within the Cloud Environment and Local Environment to which the Customer will be provided with access and use of as part of the Cloud Program. A Customer Cloud Environment consists of a Cloud Development Environment and Production Environment.

"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 submitted to the Cloud Environment by Customers, Users, and/or Authorized Cloud Users. "Customer Data" shall not mean data which (i) is not particular 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 Cloud Application(s), Software Products, Cloud Optional Services, Documentation written by Hexagon, DevTools, Content, Equipment and Software intentionally designed and embedded with Equipment or Special Purpose Items, and any other data and information provided as part of the Cloud Program or constituting a Hexagon Deliverable.

"Customer Data Rights" means: (i) the right to use Customer Data that contains Customer's Confidential Information to perform Hexagon's obligations within the Order; (ii) the right to use, alter, modify, and disclose Customer Data that does not include Customer's Confidential Information to perform Hexagon's obligations and other business purposes for which the information may be disclosed to third parties; and

(iii) except as otherwise provided in the EULA or Developer Tools Schedule, a worldwide, royalty-free, irrevocable license to use, replicate, sell, modify, enhance, and distribute any works created by the Customer through its use of Developer Tools.

"Customer Specified Data Center" means a data center used in the provision of a Cloud Environment, whose location has been specified by the Customer and agreed to by Hexagon and identified in the Quote. Additional Cloud Program Fees may be payable for a Customer Specified Data Center.

"Customized Software" means those Services Deliverables that are software or computer code, whether in source code or object code.

"Cutover" means the point in time in which a Software Product(s) is first used by User for its generally marketed purpose.

"Data Center(s)" means the data center(s) from which the Cloud Program (or part thereof) will be stored as determined by Hexagon or its Third Party Service Provider. Under no circumstances shall data centers holding Customer Data for its Cloud Program be located outside the continental United States of America.

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

Level	Impact of Defect
▸ Level One	*No workaround available and either:* ▸ *Productive use prohibited, or* ▸ *Aborts.*
▸ Level Two	*No workaround available and either:* ▸ 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. If after Hexagon renders its final decision pertaining to the Defect and the Customer disagrees with it, the Customer may initiate the Defect Escalation Process for such Defect.

"Defect Escalation Process" mean that certain process initiated by Customer regarding Hexagon's decision on a Defect and proceeds as follows. If within ten (10) Business Days following Hexagon's decision on a Defect as reflected in the CRM tool Customer disagrees with it, it may request, by providing notice in accordance with Section 13 above, Hexagon's Director or Vice President most directly responsible for the HelpDesk ("HelpDesk Director") to reconsider such decision based upon facts set forth in Customer's request. If after the HelpDesk Director has provided a decision the Customer continues to disagree with the decision, then it may within ten (10) Business Days following the rendering of the HelpDesk Director's decision, provide a written request to Hexagon's Vice President responsible for North America Public Safety to reconsider such decision pertaining to the Defect.

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

"Designated Portal" means the portal(s), website(s), platform(s), or other similar channels designated by Hexagon from time to time to be used for specific collaboration(s), information dissemination(s), or communications(s).

"Developer Tools" or "DevTools" means any software intended for use by developers to create (i) software for (a) redistribution, or (b) interfacing two or more of the following: Software, Cloud Applications, E/C; or (ii) specific customizations for which the Developer Tool is intended and designed. Developer Tools are subject to Developer Tools Schedules.

"Developer Tools Schedule" or "DevTools Schedule" means a document contained within the Order Documents relating to certain DevTools provided by Hexagon listed in the Order Documents that identifies particular details, limitations, licensing, and other parameters relating to the DevTools.

"Documentation" means, whether in electronic or printed form, any user's guides, reference guides, administrator's guides, configuration guides, release guides, installation guides, and help guides made available through the Designated Portal. Not all of the types of Software Products or Cloud Applications 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 Primary Contracting Document.

"Emergency Maintenance" means all maintenance performed when a Cloud Service Request demands immediate, unplanned attention, as reasonably determined by Hexagon.

"Equipment" means tangible, personal property to be provided by Hexagon identified in Order Documents, including, but not limited to computing hardware, computer-related equipment, computer devices, furniture, sensors, equipment, unmanned aerial vehicles, and instruments.

"**E/C" or "Equipment/Content"** means digital content identified in an E/C Schedule and/or any Equipment supplied by or through Hexagon. For purposes of clarity, the term "E/C" excludes Maintenance Services, Cloud Program, Software (except Software intentionally designed and embedded with Equipment), and Services. E/C is subject to E/C Schedules.

"E/C Schedule" means a document contained within the Order Documents relating to certain E/C provided by Hexagon listed in the Order Documents that address some or all of the following depending upon the offering being addressed: licensing requirements for any embedded Software, maintenance parameters and limitations, warranty, and support provisions.

"Error" means a Defect with a purchased Cloud Application, Cloud Optional Service, or Third Party Software causing a purchased Cloud Application to fail to materially conform to its designed functionality or Documentation. Errors are further classified into the same four levels as corresponding to the definition for "Defect."

"EULA" means the certain Hexagon End-User License Agreement set forth in these Master Terms as Exhibit A and/or that is delivered with Software and which must be accepted prior to Software installation.

"Exchanged Product" means a later released Software Product which the Customer will receive pursuant to its Maintenance Contract and supplants the Replaced Product.

"Fixed Price Project Assignment" means a type of Order where Hexagon will provide Services with or without accompanying Product(s) for a fixed price.

"Hexagon" means the entity that is a member of the Hexagon Group of companies that is identified in the Order Documents; provided however, as used in the EULA, "Hexagon" means Intergraph Corporation.

"Hexagon IP" means Hexagon or Hexagon Affiliate developed, created, or prepared Intellectual Property. Additional information regarding Hexagon patents, including a list of registered patents associated with the Software Products, is available at www.intergraph.com/patents and/or www.uspto.gov.

"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, declaring code, implementing code, Documentation, mask work rights, digital data content, design, ideas, product information, inventions and improvements thereto, 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 Maintenance Contract and an active Coverage Period, and/or (ii) payment is past due to Hexagon under a Maintenance 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.

"License Key(s)" means certain unique data string(s) verifying authorized access to the Cloud Application(s), which are purchased by the Customer and provided by Hexagon, as set forth on the Quote.

"Local Environment" means the collection of environments provided and supported by Customer (e.g. providing System Equipment, etc.) in which the Local Software operates.

"Local Software" means software applications incidental to the Cloud Program which are designed to operate natively on devices outside the Cloud Portal and in the Local Environment.

"Maintenance 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.

"Maintenance Services" means only those services described in the document titled "Maintenance Terms and Conditions for Software" 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.

"Material Adverse Effect" means a change that individually or collectively in aggregate with other changes has the impact of (i) negatively and materially reducing the Customer's and/or its Affiliates and/or its/their Authorized Cloud Users' or Users' access and/or usage rights in respect of the Cloud Program and which render the Cloud Program unusable for its primary intended purpose; or (ii) making the Cloud Program materially less secure which results in increased risk to Customer Data or to data belonging to other Hexagon customers. For clarity, a Material Adverse Effect is a condition which would render the Cloud Program un-usable or materially less secure for intended users generally, and not merely as a result of individual characteristics associated with Customer or its specific implementation or operation.

"Metered License" means a specific type of Subscription License that allows the Customer to use the Subscription License up to the number of hours set forth in the Quote during the Subscription Term. For reference, a Subscription License that is a Metered License shall have the word "Metered" in the Software Product name and/or have the letters "MTR" at the end of the product number for the Software Product instead of the other identifiers corresponding to an unmetered Subscription License referenced in its definition.

"Minimal Operations Levels" means operation of a Software Product without a Level One Defect.

"Modern Release" means a version of a Software Product published by Hexagon no more than eighteen (18) months prior to Customer's first use thereof in Production.

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

"Network Requirements" means (i) the minimum requirements, including but not limited to software and/or hardware, internet connection, latency or other requirements, which must be met by Customer in order to access the Cloud Portal and use the Cloud Program; and (ii) network recommendations to the Customer which describe general and specific recommendations for the network connection requirements of the Cloud Program in order to enable the Cloud Program to function as designed. The Network Requirements may be updated from time to time and Customer will be notified of such update via posting in the Cloud Portal or as otherwise determined by Hexagon.

"Offboarding" or **"Offboarded"** means the process for offboarding the Customer Data (or part thereof) from the Customer Cloud Environment and relocating or facilitating relocation of Customer Data to another Customer-designated location.

"Onboarding" or **"Onboarded"** means the process of loading Customer Data into the Customer Cloud Environment.

“Onsite Fee” means a fixed fee encompassing Hexagon’s travel expenses for an individual trip (an individual trip means to travel from the Hexagon resource’s primary duty station in furtherance with an Order and lasting no more than five (5) consecutive days).

“Order” means each individual purchase transaction in which the Parties engage, as evidenced by Order Documents.

“Order Documents” shall mean written documents, the terms of which include Hexagon’s commitment to provide specific products, licenses, and/or services at a specified price, subject to the terms and conditions of the Primary Contracting Document. Order Documents may consist of a single document executed by the parties or a combination of documents that together form an Order. Any Schedule applicable to the Order is incorporated into the Order Documents as if fully set forth therein.

“Perpetual License” means a type of license for Software Product which allows the User to use the Software Product in perpetuity so long as the User does not otherwise violate the terms of the EULA. For reference, a Perpetual License on a Quote is denoted by its absence of either the terms “Subscription,” “SaaS,” or “Metered” and/or the absence of the letters ”SU,” ”UB,” “CLD,” or “MTR” at the end of the Software Product number or the letters “HCL” at the beginning of the Software Product number.

“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.

“Planned Maintenance” means maintenance planned and communicated in advance by Hexagon to Customer for the maintenance of the Cloud Program.

“Primary Contracting Document” means the contract document accepted by the Parties which references and incorporates this Common Terms Glossary and/or references and incorporates a document to which this Common Terms Glossary is an exhibit or attachment.

“Product Change Request” means a request for additional functionality or modification to the purchased Cloud Application(s) or Covered Products.

“Product Order” means a type of an Order that involves only the sale of Products from Hexagon. A Product Order may include the sale of Maintenance Services or maintenance for Equipment so long as the subject of the services is also included in the Product Order. This type of Order does not include Services or Cloud Programs.

“Product(s)” means either or the combination of Software (including Subscription Licenses), E/C, or other goods, and excluding Services, Maintenance Services, or a Cloud Program.

“Production” means, as applicable, where a Subsystem or Cloud Program 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.

“Production Environment” means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use the purchased Cloud Application(s) in production and for its generally marketed purpose.

“Production System License” means the license(s) of Software Product provided to User for general production use.

“Product-Specific Terms” modify the EULA, and (ii) in the event of a conflict between the EULA and Product-Specific Terms, Product-Specific Terms shall govern for the applicable Software. In the event of a conflict of terms between the EULA, any prior Product-Specific Terms (including any product-specific terms delivered in the form of an addendum to the EULA), and later Product-Specific Terms, the later Product-Specific Terms shall take precedence over the EULA and any prior Product-Specific Terms regarding the subject Software.

“Purchase Order” or **“PO”** means a document issued by Customer to Hexagon to authorize the delivery of certain Product(s), Services, Deliverables, or Cloud Programs.

“Quote” means a document issued by Hexagon reflecting Product(s), Services, Maintenance Services, Deliverables, and/or Cloud Programs, which Hexagon offers to provide Customer, as well as the prices and fees therefor, the Customer’s name and location, and any applicable Schedule(s). 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.

"Replaced Product" means an earlier Software Product which will be replaced pursuant to a Maintenance Contract for an Exchanged Product.

"**Schedule"** means one or more of: E/C Schedule(s), Cloud Services Schedule(s), DevTools Schedule(s), Training Program Statement(s), and/or Special Purpose Schedule(s).

"**Secure Access Tool**" is a tool designated by Hexagon for providing secure, auditable remote access to Customer utilized environments in order for Hexagon support personnel to effectively perform services.

"Security Incident" means an event or set of circumstances resulting in a compromise of the security, confidentiality, or integrity of Customer Data under Hexagon's control. Examples of Security Incidents include: (i) security breaches to Hexagon's network perimeter or to internal applications resulting in compromise of Customer Data; (ii) severe degradation of, Hexagon's security controls, methods, processes or procedures that result in compromise of the security, confidentiality or integrity of Customer Data; and (iii) the unauthorized disclosure of Customer Data.

"Server" means a computer or computer program which manages access by Clients to a centralized resource or service in a network.

"Server-based Software Product" means Server-based software that is accessed by one or more Clients.

"Services" means the work, services, projects, assignments, or tasks Hexagon shall perform pursuant to an Order. Services do not include Maintenance Services, Cloud Programs, or XaaS (anything as a service).

"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 an Order. Cloud Programs are not Services Deliverables.

"Software" means the software and DevTools owned by Hexagon or an Affiliate and Third Party Software that is licensed to Customer. For the avoidance of doubt, Cloud Programs and their contents are not "Software" as that term is used herein.

"Software Product" means the Hexagon or Hexagon Affiliate software product(s) identified in the Order Documents, which includes (i) any associated Hexagon files, sample data, demo data, or media with which the software is provided, (ii) any associated templates, data, printed materials, and "online" or electronic Documentation, and (iii) any Updates 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. For avoidance if doubt, Software Product does not include Developer Tools. Software Products are subject to all of the terms and conditions of the EULA which the Parties agree will apply to the same; and in the absence of such agreement, then the terms of the EULA provided with the Software Product.

"SOW" means a statement of work setting forth the scope of Services being provided pursuant to an Order.

"Special Purpose Item" means an item identified in Order Documents as due to be delivered by Hexagon, which item is subject to certain unique terms, conditions, restrictions, or requirements identified in a Special Purpose Schedule.

"Special Purpose Schedule" means a document identifying terms, conditions, and restrictions applicable to a Special Purpose Item contained within the Order Documents.

"Subscription" means the collection of Subscription License(s) identified on the Quote and or purchased by the Customer.

"Subscription License" means a particular type of license to a Software Product that allows a Customer to use the Software Product for a specified period of time identified in the Quote. For reference, a Software Product that is a Subscription License shall have the word "Subscription" in the Software Product name and/or have the letters "SU" at the end of the product number for the Software Product.

"Subscription Term" means the period of time during which Users are authorized to use the Subscription License as set forth on the applicable Quote beginning on the date the Subscription Licenses are provided to the User or the User is provided license keys or access to the Subscription License, unless otherwise noted in the Order Documents.

"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" or "OnCall Dispatch"), records management system ("RMS" or "OnCall Records"), and G/Technology (G/Tech) are each an example of a Subsystem.

"System" means a physical or operational location where the Software resides and operates on an individual Server or where a single operational identification number ("Site ID") has been assigned by Hexagon.

"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.

"Task" means an Activity or combination of Activities of any nature whether tangible or intangible, whether onsite or remote, or an event, as further identified in an SOW.

"Task Acceptance" means the event when the Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

"Task Acceptance Criteria" means the criteria by which a Task will be evaluated for completion as described in an SOW.

"Task Acceptance Process" means the process by the Customer and Hexagon verify completion of the Task Acceptance Criteria as further described below. Once Hexagon believes the Task Acceptance Criteria has been successfully completed, Hexagon shall submit for execution by Customer's project manager a sign-off form in substantial conformity with Exhibit C, "Project Deliverable Sign-off Form." Within ten (10) Business Days of receipt of the applicable Project Deliverable Sign-off Form for the completed milestone or Task, Customer's project manager will either: (i) execute the Project Deliverable Sign-off Form provided by Hexagon, or (ii) provide a written description of all deficiencies to Hexagon. If Customer fails to perform either action identified in the preceding sentence within ten (10) Business Days, or if the Deliverable, including the Software contained in the Fixed Price Project Assignment Order, is placed into Production or utilized in a live environment, then the Task or milestone shall be deemed accepted.

"Term" means the duration of performance under the contract into which this Common Terms Glossary is incorporated by reference.

"Third Party Service Provider" means the third party service provider with whom Hexagon enters into a subcontract with respect to the hosting of a cloud platform, Training Curricula, and/or other services to provide an element of the Cloud Program, Training Curricula, or other service to Customer (if applicable) on behalf of Hexagon.

"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 Terms. "Third Party Software Products" also means, where applicable, pre-requisite third party software products used by Hexagon in order for Customer to receive other components of the Cloud Program or licensed by Hexagon and used by the Customer to use Cloud Application or Cloud Optional Services.

"Third Party Terms" means for certain Third Party Software additional terms and conditions provided with the Order Documents, or otherwise made available to the Customer or any User.

"Time and Materials Project Assignment" means Hexagon will perform the Services set forth in an Order on an hourly basis until the project is either completed or the authorized hours are exhausted, whichever comes first. Unless otherwise specified in the Order Documents, a Time and Materials Project Assignment shall end six (6) months after formation of the Order.

"Training Curricula" means one or more training classes or resources provided by Hexagon to Customer as a service over a limited time period. Training Curricula are subject to Training Program Statements.

"Training Program Statement" means document(s) titled "Training Program Statement" containing additional details regarding the Training Curricula parts being provided to Customer, including, but not limited to: whether the training is provided live on-site, live but remotely, or by way of recorded or static online content; and, certain other pertinent details; provided that "Training Program Statement" may alternatively refer to only those specific terms of an SOW containing additional details regarding Training Curricula being provided to Customer as contained within the Order Documents.

"Update" means any upgrade, modified version, new release, fix, patch and/or update of the Software. Updates can require full installation and a new License Key. Updates are subject to all of the terms and conditions of the EULA provided with User's then current version of the Software; provided that if a new EULA is delivered with an Update, acceptance thereof is a requirement for its use.

"User" means Customer and/or an individual employed by Customer and authorized by Hexagon to use a particular Software, Cloud Application, Third Party Software, or Cloud Optional Services 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, or in the case of Cloud Programs, the requisite number of License Key(s) to provide Credentials for that User.

"Version Limitation I" is a status reached by a Software Product on the earlier of the (i) the third anniversary of the Customer's first operation of that Software Product in a live Production environment or (ii) the fifth anniversary of Hexagon's first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation I shall thereafter be reached upon the third anniversary of the Customer's first operation of such Modern Release in a live Production environment.

"Version Limitation II" is a status reached by a Software Product on the earlier of (i) the fourth anniversary of the Customer's first operation of that Software Product in a live Production environment or (ii) the sixth anniversary of Hexagon's first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation II shall thereafter be reached upon the fourth anniversary of the Customer's first operation of such Modern Release in a live Production environment.

"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.

"Virus" means any thing or device (including any software, code, file or program) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or (iii) adversely affect the user experience or security, including worms, Trojan horses, viruses and other similar things or devices.

"Work" means, as applicable, the performance or providing of Services, Maintenance Services, or Cloud Services.

"XML Files" means the XML (Extensible Markup Language) files generated by the Software Product, where applicable.

"XSL Stylesheets" means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the Software Product, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

END OF EXHIBIT G

EXHIBIT H

DATA PROCESSING ADDENDUM

THIS DATA PROCESSING ADDENDUM ("**DPA**") supplements the Master Terms between Customer and Hexagon, or other agreement between Customer and Hexagon (the "**Agreement**") governing Customer's use of Hexagon Software Products, Maintenance Services, and/or the Cloud Program Hexagon's performance of Services (collectively, "Hexagon Products") when the GDPR applies to Customer's use of Hexagon Products to process Customer Data. This DPA is an agreement between Customer and Hexagon. Any and all terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

"**EU Model Clause Agreement**" means an agreement made using the relevant EU Model Clauses as adopted by the EU Commission for the transfer of personal data to third countries.

"**EU Personal Data Legislation**" means (a) until 24 May 2018, Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and any amendments made thereto, (b) until 24 May 2018, local legislations where the Directive referred to in (a) is implemented and any amendments made thereto, and (c) the GDPR.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing the Directive 95/46/EC (General Data Protection Regulation), and any amendments made thereto.

"**Hexagon Affiliates**" means a legal entity that directly or indirectly through one or more intermediaries is controlled by or under common control with Hexagon's ultimate parent company. For the purposes of this definition, the term "control" shall be understood as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of voting stock, by contract, or otherwise.

"**Party**" or "**Parties**" means the Customer and Hexagon separately, or jointly, as the case may be.

"**Regulatory Requirements**" means the privacy and personal data legislation applicable to the processing of personal data, including the EU Personal Data Legislation, and such legislation as may replace the aforementioned legislation from time to time (and in case of discrepancies or contradictions between different rules or regulations, the one which provides the highest degree of privacy and/or information security shall apply).

"**Supervisory Authority**" means any court, regulatory agency or authority which, according to applicable laws and/or regulations (including the Regulatory Requirements), supervises privacy issues and/or the processing of personal data.

1.2 Construction

1.2.1 Non-capitalized terms and expressions used in this Agreement, *e.g.* 'data subject', 'controller', 'personal data', 'processing', 'processor', 'third country', etc., shall have the same meaning as in EU Personal Data Legislation.

1.2.2 Unless it is otherwise stated herein, or clearly follows from the context in which it appears, the term "including" shall mean "including without limitation".

2. SPECIAL UNDERTAKINGS OF THE PARTIES

2.1 Roles, Ownership of Personal Data, Processing and Purpose

2.1.1 The Customer shall be regarded as a controller of all personal data processed on behalf of the Customer and in accordance with its instructions. Hexagon shall be considered a processor of the personal data processed on behalf of the Customer.

2.1.2 Hexagon may only process the Customer's personal data for the purpose set forth on Schedule 1 attached hereto and to the extent it is necessary for the fulfilment of Hexagon's obligations under this DPA or the Agreement.

2.1.3 Hexagon acknowledges that, between the Parties, all rights, title, and interest in the personal data processed as a result of this Agreement is vested solely in the Customer, irrespective of whether Hexagon is considered to be a controller of personal data.

2.2 Special Undertakings of the Customer

The Customer undertakes to:

(a) Ensure that there is a legal ground for processing the personal data covered by this DPA;

(b) Ensure that the data subjects, as required by the EU Personal Data Legislation, have received sufficient information regarding the processing, including information on that Hexagon may process the personal data on behalf of the Customer;

(c) Immediately after it is brought to the Customer's attention, inform Hexagon of any erroneous, rectified, updated or deleted personal data subject to Hexagon's processing;

(d) In a timely manner, provide Hexagon with lawful and documented instructions regarding Hexagon's processing of personal data;

(e) Before this DPA enters into force, provide Hexagon with the Customer's applicable policies and guidelines for processing of personal data; and

(f) Act as the data subject's point of contact.

2.3 Special Undertakings of Hexagon

Hexagon undertakes to:

(a) Only process the personal data in accordance with the Customer's documented instructions, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Regulatory Requirements; in such a case, Hexagon shall inform the Customer of that legal requirement before processing the personal data, unless such information is prohibited by the Regulatory Requirements on important grounds of public interest;

(b) Ensure that such employees (of Hexagon or its subcontractors) which process personal data on behalf of the Customer have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) Take all measures required pursuant to GDPR, Article 32;

(d) Taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights set forth in the EU Personal Data Legislation;

(e) Except in cases of personal data breach, upon a timely request by the Customer, assist the Customer in ensuring compliance with the obligations pursuant to GDPR, Articles 32 to 36 (*e.g.* assist in data protection impact assessments) taking into account the nature of the processing and the information available to Hexagon; and

(f) Make available to the Customer the information necessary to demonstrate compliance with Hexagon's obligations set forth in this DPA and allow for and contribute to audits, including inspections, conducted by the Customer or another authorized third party, in accordance with Section 4.

2.3.1 Hexagon shall immediately inform the Customer if, in its opinion, a Customer instruction infringes the EU Personal Data Legislation.

2.3.2 The Parties agree that the security measures taken by Hexagon, listed in the Agreement, fulfils Hexagon's undertakings in Sections 2.3(c) and 2.3(e).

3. SUBCONTRACTORS

3.1 Hexagon shall be entitled to engage subcontractors acting as sub-processors of the personal data under the condition that such subcontractors are bound by a written contract which states that they must adhere to the same data protection, privacy, Criminal Justice Security Policy, and audit obligations as Hexagon under this DPA.

3.2 Should Hexagon wish to engage a subcontractor different from or additional to those subcontractors set forth in the Agreement or the Quote, it shall notify the Customer in advance. The Customer may, within twenty-four (24) hours from receipt of the notification, object to Hexagon appointing that specific subcontractor. Should the Customer's objection(s) result in any additional costs or expenses for Hexagon, *e.g.* if the engagement of another subcontractor than the one initially proposed by Hexagon would result in additional or increased costs or expenses by Hexagon, Hexagon shall be compensated for such additional and/or increased costs and expenses.

3.3 Hexagon shall remain the Customer's sole point of contact, unless otherwise agreed.

3.4 For the avoidance of doubt, the Customer fully and explicitly consents to the use of the subcontractors with whom Hexagon has agreements in place with at the time this DPA enters into force, including all Hexagon Affiliates, regardless if they have been engaged as subcontractors at the time of this DPA.

4. AUDIT RIGHTS AND LOCATIONS

4.1 The Customer shall have the right to perform audits of Hexagon's processing of the Customer's personal data (including such processing carried out by Hexagon's subcontractors, if any) in order to verify Hexagon's, and any subcontractor's, compliance with this DPA and the EU Personal Data Legislation.

4.2 Hexagon will, during normal business hours and upon reasonable notice (whereby a notice period of twenty (20) Business Days shall always be deemed reasonable), provide an independent auditor, appointed by the Customer and approved by Hexagon, reasonable access to the parts of facilities where Hexagon is carrying out processing activities on behalf of the Customer, to personnel and to all information relating to the processing of the Customer's personal data. The auditor shall comply with Hexagon's work rules, security requirements and standards when conducting site visits.

4.3 A Supervisory Authority shall always have direct and unrestricted access to Hexagon's premises, data processing equipment and documentation in order to investigate that Hexagon's processing of the personal data is performed in accordance with the Regulatory Requirements.

4.4 The Customer is responsible for all costs associated with the audit mentioned in Section 4.2, save for when the audit concludes a material breach of Hexagon's undertakings in violation of this DPA. If so, Hexagon shall compensate the Customer for reasonable and verified costs associated with the audit.

4.5 The Customer's personal data may not be processed in a manner that entails a transfer to a third country or an international organisation (including inadvertently through the use of cloud-based IT solutions) unless this is in accordance with the Customer's instructions.

5. INTERNATIONAL PERSONAL DATA TRANSFERS

5.1 Hexagon Affiliates and sub-contractors outside the EU/EEA

5.1.1 When providing the Hexagon Products, Hexagon may need to process the Customer's personal data outside of the EU/EEA. Therefore, the EU Model Clause Agreement as set out in Schedule 2 shall apply in such instances. The Parties agree that any disputes arising under an EU Model Clause Agreement shall be treated as if they had arisen under the Agreement.

5.1.2 If the Customer's personal data is to be transferred to and processed by a sub-contractor located outside the EU/EEA, Hexagon is obliged to ensure that the sub-contractor accedes to the EU Model Clause Agreement as set out in Schedule 2.

5.1.3 The above shall not apply if the jurisdiction in which Hexagon or sub-contractor is established has been deemed by the European Union as a jurisdiction with adequate protection for personal data.

6. REMUNERATION

6.1 The remuneration for Hexagon's undertakings under this DPA shall, unless otherwise stated in this Section 6.1, be included in the remuneration paid by the Customer under the Agreement. Notwithstanding the aforesaid, Hexagon shall always, in case of the Customer's instructions or other requests under this DPA requires extra measures by Hexagon in addition to what is reasonably required under the Agreement, be entitled to compensation for such surplus work on a time and material basis. This includes, for example, Hexagon's assistance handling data subject requests.

6.2 In the event that (a) the Customer amends its written instructions mentioned in Section 2.2(d), or (b) the Customer would require the implementation of technical or organizational measures, in addition to those mentioned herein, and this would cause a cost increase to Hexagon, then Hexagon shall be entitled to request an equitable adjustment in the remuneration.

6.3 The payment terms for the adjusted remuneration shall be governed by the provisions regarding payment in the Agreement.

7. TERM AND TERMINATION

7.1 This Agreement shall enter into force on the Effective Date. Unless terminated earlier due to a material breach of the terms of this DPA, this Agreement shall remain in force until the termination or expiration of the Agreement, whereupon it shall terminate automatically without further notice.

7.2 On termination of this DPA for any reason, Hexagon shall cease to process the personal data processed on behalf of the Customer and shall, at the Customer's expense, provide for the

return to the Customer (or its nominated third party) of all such personal data together with all copies in its possession or control unless storage of the personal data is required under the Regulatory Requirements. If the Customer does not respond to an offer from Hexagon to return the personal data processed by it under this DPA, within a period of three (3) months from when the offer was made, Hexagon will be entitled to delete any such personal data, including copies thereof, unless storage of the personal data is required under the Regulatory Requirements.

8. FORCE MAJEURE

Hexagon shall not be liable for any default or delay in the performance of its obligations under this DPA if and to the extent the default or delay is caused by Force Majeure. A failure by a subcontractor will be considered a Force Majeure event provided that the underlying reason for the subcontractor's non-performance is an event which, if it had been related directly to Hexagon, would have qualified as a Force Majeure event under this DPA.

9. MISCELLANEOUS

9.1 Neither Party may assign its rights or obligations under this DPA without the prior written consent of the other Party. Notwithstanding the foregoing, Hexagon may assign its rights and obligations under this DPA, without the approval of Customer to: (a) a Hexagon Affiliate, or (b) another business entity in connection with a merger, consolidation, or reorganization of Hexagon or any of its subsidiaries.

9.2 This DPA and the Agreement sets forth and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and all prior agreements, understandings or promises with respect thereto are hereby superseded.

9.3 No amendment, modification, release, or discharge of this DPA shall be binding upon the Parties unless in writing and duly executed by authorised representatives of both Parties.

10. GOVERNING LAW AND DISPUTES

10.1 Provisions regarding governing law and disputes are set forth in the Agreement.

[SCHEDULES ATTACHED HERETO]

SCHEDULE 1

DESCRIPTION OF THE PROCESSING OF PERSONAL DATA

1. **Subject matter**. The subject matter of the data processing under this DPA is Customer Data.

2. **Duration**. As between Hexagon and Customer, the duration of the data processing under this DPA is determined by Customer.

3. **Purpose**. The purpose of the data processing under this DPA is the provision of the Hexagon Products initiated or requested by Customer from time to time.

4. **Nature of the Processing**: Compute, storage, and such other services as described in the Agreement and documents referenced therein and initiated by Customer from time to time.

5. **Type of Customer Data**: Customer Data uploaded to or provided by Customer in its use of or receipt of Hexagon Products.

6. **Categories of Data Subjects**: The data subjects may include Customer's end-users and natural persons that are the subject of Customer's business and/or operations.

SCHEDULE 2

EU MODEL CLAUSES

Commission Decision C(2010)593
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

For the purposes of Article 28 of the EU General Data Protection Regulation (the "**GDPR**"), the provisions in Appendix 3 shall form an integrated part of these Clauses.

Name of the data exporting organisation:

The entity indentified as "Customer" in the DPA
(the data **exporter**)

And

Name of the data importing organisation:

The entity identified as "Hexagon" in the DPA
(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) '*the data exporter'* means the controller who transfers the personal data;

(c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the Transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-Party Beneficiary Clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the Data Exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the Data Importer[2]

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

  (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

  (ii) any accidental or unauthorised access, and

  (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter

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[2] Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia,* internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and Jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with Supervisory Authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the Contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation After the Termination of Personal Data Processing Services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is the entity indentified as “Customer” in the DPA.

Data importer
The data importer is Hexagon.

Data subjects
Data subjects are defined in Schedule 1 of the DPA.

Categories of data
The personal data is defined in Schedule 1 of the DPA.

Processing operations
The processing operations are defined in Schedule 1 of the DPA.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organizational security measures implemented by the data importer are as described in the Agreement.

APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and by signing the Clauses, the data importer undertakes to comply with the undertakings listed in this Appendix, in addition to its undertakings following the Clauses.

In the event of inconsistencies between the provisions of this Appendix and any other provisions of the Clauses, the other provisions of the Clauses shall prevail.

Processing in Accordance with Documented Instructions

The Data importer undertakes to only process personal data in accordance with applicable law and on documented instructions from the data exporters, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable law; in such a case, the data importer shall inform the data exporter of that legal requirement before processing the personal data, unless such information is prohibited by the applicable law on important grounds of public interest.

Confidentiality Commitments

The data importer undertakes to ensure that such employees (of the data importer or its subcontractors) who are authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

Technical and Organisational Security Measures

The data importer undertakes to, taking into account the nature of the processing, assist the data exporter by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the data exporter's obligations to respond to requests for exercising the data subject's rights laid down in the GDPR.

Data Breach

In the case of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by the data importer on behalf of the data exporter, the data importer shall immediately inform the data exporter of such security breach and thereafter, within twenty four (24) hours at the latest, provide the data exporter with:

(a) a description of the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
(b) a description of the likely consequences of the personal data breach; and
(c) a description of the measures taken or proposed to be taken by the data importer to address the personal data breach (including measures to prevent similar security breaches in the future), including, where appropriate, measures to mitigate its possible adverse effects.

Data Protection Impact Assessment and Prior Consultation

The data importer undertakes to provide reasonable assistance to the data exporter with any data protection impact assessments, and prior consultations with supervisory authorities or other competent data privacy authorities, which the data exporter reasonably considers to be required of any data exporter by Article 35 or 36 of the GDPR or equivalent provisions of any other applicable data protection law, in each case solely in relation to processing of personal data by, and taking into account the nature of the processing and information available to, the data importer.

Deletion or Return of Personal Data

The data importer undertakes to promptly of the date of cessation of any services involving the processing of personal data, delete and procure the deletion of all companies of such personal data or, if preferred by the data exporter, to return such data to the data exporter.

Audit Rights

The data importer undertakes to make available to the data exporter on request, all information necessary to demonstrate compliance with this Appendix and shall allow for and contribute to audits, including inspections, by the data exporter or an auditor mandated by the data exporter in relation to the processing of personal data by the data importer.

Instructions in infringement of the GDPR or other Applicable Law.

The data importer shall immediately inform the data exporter if, in its opinion, a data exporter’s instruction infringes the GDPR or other applicable law.

EXHIBIT I

ACCEPTABLE USE POLICY

CLOUD SERVICES — ACCEPTABLE USE POLICY

A. OVERVIEW

The purpose of this Acceptable Use Policy ("AUP") is to ensure the responsible use by Customers, and their associated Authorized Users, of the Cloud Services and to avoid practices which degrade the usability of the Cloud Services. This AUP is designed to protect the image and reputation of all Customers, the Cloud Services, and Hexagon as a responsible service provider, by taking care of confidentiality and availability of the Cloud Services. The rules in this AUP are rules for the acceptable use of the Cloud Services.

All Customers and Authorized Users of the Cloud Services must at all times comply with this AUP. Failure to comply with this AUP, as determined by Hexagon, may result in suspension of the Cloud Services or termination of the Cloud Services Agreement. Hexagon, without limitation to its other rights, reserves the right, without liability or notice to the Customer: (i) to disable any Authorized User's access to any material that breaches the provisions of this AUP, and/or (ii) to disable access to the Cloud Services in the event an Authorized User breaches this AUP.

B. OBLIGATIONS

1. You MUST understand your security obligations within your role and abide by them.
2. Your use of the Cloud Services MUST be decent, honest, and comply with both legislative and regulatory requirements applicable to the use of the Cloud Program.
3. You MUST scan ALL files for viruses and malware using a commercial Anti-Virus/Anti-Malware solution PRIOR to uploading them to the Cloud Program. Under no circumstance are files corrupted with viruses or malware to be uploaded to the Cloud Program.
4. You MUST NOT share user IDs or passwords. It is your responsibility to keep your password confidential. If you believe your account has been compromised, change your password and immediately report this to your company's authorized Cloud Services contact.
5. You MUST NOT access, assist, or enable others to access, anything you or they have not been explicitly authorized to access, or attempt to do any of the foregoing.
6. You MUST NOT attempt to scan, stress, probe, test, or carry out any activity that may be deemed to compromise or risk the confidentiality or availability of the Cloud Services, unless explicitly authorized by a Hexagon representative to do so.
7. You MUST NOT disable, reconfigure, or attempt to bypass any security measures (for example Anti-Virus), unless explicitly authorized by a Hexagon representative.
8. You MUST NOT use the Cloud Services to harass, defame, defraud, libel, slander, intimidate, impersonate, or otherwise abuse another person, including other Customers, Hexagon, or Hexagon's suppliers.
9. You MUST NOT use the Cloud Services for the creation, collection, storage, downloading, or displaying of any offensive, obscene, indecent, or menacing images, data, or material capable of being resolved into such.
10. You MUST NOT use the Cloud Services for the creation or transmission of material such that infringes the copyright or intellectual property of another person/organization.

C. GUIDANCE

(a) In the event of any security issues, incidents, or near misses, you MUST promptly take all possible steps to notify your company's authorized Cloud Services contact and preserve any supporting information/evidence.

(b) Hexagon reserves the right to investigate any suspected violation of this AUP or misuse of the Cloud Services, and report any activity that Hexagon suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties.

(c) If you are unsure or are concerned about an issue relating to, or have a query about, this AUP, seek

guidance from your company's authorized Cloud Services contact.

D. AGREEMENT

By accessing and/or using the Cloud Program you accept and agree to be bound and abide by this AUP. If you do not want to agree to this AUP, you must not access or use the Cloud Program.

EXHIBIT J

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

> 1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.
>
> We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by

the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the

Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXHIBIT K

USE TERMS

PRODUCT USAGE POLICY AND PRODUCT-SPECIFIC TERMS

These Use Terms, including Product-Specific Terms included in this document, apply to Software licensed to User by Hexagon pursuant to the EULA, including any version of EULA that is part of any other agreement between User and Hexagon that references the Use Terms and/or subject to Third Party Terms identified herein.

1.0 DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Common Terms Glossary.

2.0 AUTHORIZED LICENSE AND ACTIVATION. Unless expressed otherwise, Software Products will contact license servers to conduct a license activation and/or validity check to determine whether the license is authorized and authentic and associate it with a certain device. Depending upon the application, license servers may be within or outside the Customer site. During this contact the transmission of certain data will occur. During activation and validity check, the Software Product may determine that the license is invalid or has expired. In the case of an invalid or expired license, User may receive a prompt informing User of such. Although no personal information is transmitted between User and Hexagon during the license activation and check, User's use of the Software Product provides User's continued consent to the transmission of the necessary data for license activation and validity check. Unless otherwise provided by Hexagon, User may not bypass the license activation process, as doing so will invalidate User's license and is considered a violation of these Use Terms.

3.0 LICENSING METRICS. Software Products are licensed as either Production System Licenses or Auxiliary System Licenses. In some Hexagon documents Production System Licenses may be referred to as "Primary Licenses," and Auxiliary System Licenses may be referred to as "Supplementary Licenses." In those instances, please interpret references to "Primary Licenses" as "Production System Licenses," and references to "Supplementary Licenses" as "Auxiliary System Licenses." There are two (2) types of Production System Licenses and seven (7) types of Auxiliary System Licenses as described below. Depending upon User's license, a license may be used in either Concurrent-Use mode or Node-Locked mode. If an electronic license manager tool is incorporated in the Software Product, the license type will be verified by the Hexagon license system. If not otherwise indicated, User's Client license type and mode will be a Concurrent-Use Production System License. Each license of the Software Product is subject to the EULA, Use Terms, and Order Documents.

3.1 Production System Licenses are identified, and applicable terms described, below:

3.1.1 Concurrent-Use mode (CC) is a type of Client license that allows for the checking in and checking out of the total available licenses of the Software Product for Users. At any point, User may run as many copies of the Software Product as User has Client licenses. If the Software Product is enabled to be run in a disconnected mode, as set forth in the Documentation, a User may check out a license from the System for disconnected use, thus reducing the total number of licenses available in the license pool until the license is checked back into the System. User is responsible for assuring the number of Users using the Software Product concurrently does not exceed the number of licenses User has purchased, even if the Software Product contains no license manager mechanism. User consents to the use of a license mechanism, license files, hardware keys, and other security devices in connection with the Software Product.

3.1.2 Node-Locked mode (NL) is a type of license that allows a single copy of either a Client or Server-based Software Product to be stored on a hard disk and loaded for execution on a single designated workstation, device, or Server.

3.2 Auxiliary System Licenses are identified, and applicable terms described, below:

3.2.1 Passive Disaster Recovery License (BCK) is licensed solely for temporary use when manual switchover of the Software Product to the Auxiliary System License is required in the event of failure of the Production System License. This license may be used in the Production system only during the period of failure of the Production System License. In some Hexagon documents, this type of license

may be referred to as a “Backup License.” In those instances, please interpret references to “Backup License” as “Passive Disaster Recovery License.”

3.2.2 Development System License (DEV) is a license of a Server-based Software Product that is delivered solely in connection with the Production System License of such Software Product for the purposes of developing and testing User’s website built only with the Software Product. Development System Licenses shall not be used for Production purposes (i.e., a fully deployed website). In some Hexagon documents, this type of license may be referred to as a “Developer’s License.” In those instances, please interpret references to “Developer’s License” as “Development System License.”

3.2.3 Active Disaster Recovery License (RDT) is licensed solely for temporary use when automatic switchover of the Software Product to the Auxiliary System License is required in the event of failure of the Production System License. This license may be used in the Production system only during the period of failure of the Production System License. In some Hexagon documents, this type of license may be referred to as a “Redundant License.” In those instances, please interpret references to “Redundant License” as “Active Disaster Recovery License.”

3.2.4 Test System License (TST) is licensed solely for testing and development purposes. A Test System License may not be used for training purposes.

3.2.5 Training System License (TRN) is licensed solely for training purposes.

3.2.6 Load Balancing License (LOB) is licensed solely to distribute the traffic evenly among multiple Servers.

3.2.7 Secondary License (SEC or TFB) is licensed for non-productive use for training, development, testing, failover, backup, etc. The total quantity of Secondary Licenses cannot exceed the quantity of purchased Production System Licenses.

4.0 RIGHTS AND LIMITATIONS.

4.1 Unless otherwise stated in the Documentation, for a Software Product that is delivered with an Application Programming Interface (“API”) and/or configuration set-up, User may use the API(s) to write User’s own extensions to the Software Product, and User may use the configuration setup to configure the Software Product, but only to the extent permitted by the API(s) and/or configuration setup. Insofar as Hexagon does not transfer to User any rights in Hexagon’s Intellectual Property (as that term is defined in the EULA and/or any other agreement between User and Hexagon that references the Use Terms) by allowing User to write User’s own extensions using the API(s) or to configure the Software Product via the configuration set-up, User hereby agrees and acknowledges that Hexagon retains all rights in its Software Product, API(s), and configuration setup. Hexagon does not make any representations or warranties with respect to such extensions and/or configurations, and to the maximum extent permitted by applicable law, Hexagon and its suppliers disclaim all warranties, either express or implied, relating to such extensions and/or configurations, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use, and non-infringement. User’s use of such extensions and/or configurations is solely at User’s own risk, and subject to applicable law. User hereby agrees to indemnify and hold harmless Hexagon and its suppliers with respect to such extensions and/or configurations.

4.2 For a Software Product that is Node-Locked:

In general, User may not allow the Software Product to be used by multiple Users on a single workstation at the same time. However, if the license is Node-Locked license with remote access, it is intended to allow uncounted Clients to connect to the application Server and does not count the number of connections.

4.3 For Server-based Software Product(s):

4.3.1 With a single license, User may run multiple websites and provide multiple webservices to User’s client users, provided all websites and webservices reside on the licensed Server.

4.3.2 License fees and installation restrictions for Software Products may be based on the number of Cores present in the Server on which the Software Products are installed. If User’s Software Products are Core based, this section will apply. User is responsible for determining the number of Cores on User’s host Server and ordering the appropriate number of Core licenses. Each license of a Software Product must be installed only on a single Server. For example, a 4 Core license does not permit User to install two copies of a component, each on a 2-Core Server. In a virtualized data processing environment,

where hyper-threading, "virtual machine" technology, or other similar techniques create "virtual processors" which do not necessarily correspond to the physical Cores present on the Server, User's usage rights depend upon the relationship between the number of Cores for which User is licensed, the number of physical Cores present on the host Server, and the number of processors available to the Software Product in the virtualized environment. Such rights are determined as follows: if the number of Cores for which User is licensed equals or exceeds the number of physical Cores present on the host Server, then additional virtual processors created by hyper-threading or other methods of multi-tasking a physical Core do not violate User's licensing restriction; however, if User wishes to install the Software Product on a host Server having a greater number of physical Cores present than the number of Cores for which User is licensed, User must operate the Software Product only within a virtual machine that accesses a maximum number of processors (whether virtual, physical, or both) that is less than or equal to the number of Cores for which User is licensed. User may load a Server-based Software Product on multiple machines within a cluster that is acting as a single web Server, provided User has obtained from Hexagon the appropriate quantity of licenses for the number of Cores, and the total number of Cores deployed do not exceed the quantity licensed.

4.3.3 User may not use a Software Product's java script code for any purpose other than the application for which it was written.

4.3.4 Unless otherwise stated in the Documentation, for Software Products which contain XSL Stylesheets for presenting XML Files, User may only use the XSL Stylesheets and derivative works thereof for the purpose of presenting XML Files and derivative works thereof (collectively, "XML Products") for User's enterprise. User may not distribute the XSL Stylesheets or XML Products on a stand-alone basis. XSL Stylesheets may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene, or pornographic material, nor in any material that infringes upon any third party Intellectual Property rights, or otherwise in any illegal manner. All XSL Stylesheets supplied with the Software Product are and will remain the Intellectual Property of Hexagon.

4.3.5 User may not use the Server-based Software Product to operate software-as-a-service or hosting services without the prior written consent of Hexagon.

4.3.6 User may not, and User may not authorize or allow anyone else to, use the Development System License for Production purposes (i.e., a fully deployed website).

5.0 SPECIAL LICENSE SCENARIOS.

5.1 United States Government Restricted Rights. If the Software (including any Updates, Documentation, or technical data related to such Software) 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 5.1 also applies.

5.1.1 For civilian agencies: The Software 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).

5.1.2 For units of the Department of Defense: The Software 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).

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

5.2 Beta Software.

If the Software Product is Beta Software, then the following additional terms apply. To the extent that any provision in this section is in conflict with any other terms or conditions in the Order Documents, this section shall supersede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. User shall hold all information concerning Beta Software and User's use and evaluation of such information and the Beta Software (collectively, "Beta Software Information") in confidence and with the same degree of care User uses to keep User's own similar information confidential, but in no event shall User use less than a reasonable degree of care; and User shall not, without the prior written consent of Hexagon, disclose such Beta Software Information to any person or entity for any reason at any time; provided, however, it is understood that User may disclose any Beta Software Information to those of User's representatives who actually need such information for the purpose of participating in the proposed evaluation and testing ("Beta Testing") of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of these terms. User shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. User agrees to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. User acknowledges that the Beta Software is a pre-release, beta version, does not represent final product from Hexagon, and may contain bugs, errors and other problems that could cause system or other failures and data loss. THE BETA SOFTWARE IS PROVIDED TO USER "AS-IS", AND HEXAGON DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO USER OF ANY KIND. User may use the Beta Software only for evaluation and testing and not for general Production use, unless otherwise expressly agreed in writing by Hexagon. User acknowledges that Hexagon has not promised or guaranteed to User that Beta Software or any portion thereof will be announced or made available to anyone in the future, Hexagon has no express or implied obligation to User to announce or introduce the Beta Software and that Hexagon may not introduce a product similar to or compatible with the Beta Software. Accordingly, User acknowledges that any research or development that User performs regarding the Beta Software or any product associated with the Beta Software is done entirely at User's own risk. If requested by Hexagon, User will provide feedback to Hexagon regarding Beta Testing, including error or bug reports. Hexagon shall own any and all Beta Software feedback from Customer and/or User and all Beta Software Information and shall retain full rights to leverage the same for improvement or development of Products; provided further that User and/or Customer shall deliver any assignments or documentation necessary to effect such rights. Upon receipt of a later unreleased version of Beta Software or release by Hexagon of a publicly released commercial version of the Software Product, User agrees to return or permanently destroy all earlier Beta Software received from Hexagon. User agrees to return or destroy all unreleased versions of the Beta Software no later than the date earlier of (i) thirty (30) days of the completion of Beta Testing, or (ii) Hexagon's first commercial shipment of the publicly released commercial software.

6.0 PRODUCT-SPECIFIC TERMS. The following are applicable to User if User has obtained from Hexagon Software identified in this section 6.0.

6.1 One or more of the following Software shall be sublicensed to User by Hexagon pursuant to the EULA plus the Third Party Terms that follow (as evidenced by the individual hyperlinks). Please note that any of the Microsoft products licensed in this section 6.2 are licensed to User pursuant to the latest available version of the Microsoft product as of the date of the Order Documents. For Microsoft SQL Server, User may downgrade and install a prior version of SQL Server that is compatible with their Hexagon system.

6.1.1 Clevest Software

See Schedule 1 to this Exhibit

ADDENDUM to the End User License Agreement for Clevest Software

This addendum ("Addendum") is applicable to User in the event User has obtained from Hexagon software products of IFS Canada, Inc. f/k/a Clevest Solutions, Inc. ("Clevest"). With regard to Clevest Software (as defined below), (i) this Addendum modifies the EULA between User and Hexagon related to Clevest Software, and (ii) in the event of a conflict between the EULA and this Addendum, this Addendum shall take precedence over the EULA and any other EULA addendum regarding the subject hereof. The EULA and this Addendum constitute the terms and conditions applicable to Clevest Software. Capitalized terms not defined herein shall have the meaning ascribed to them in the EULA.

"Clevest Software" is defined as (i) Clevest's Mobile Work Force Management platform, and (ii) other software applications made available by Clevest, along with any updates thereto.

"Clevest Documentation" means all manuals, toolkits, integration tools, guides and other instructions, including information in computer readable format, pertaining to or used in connection with the Clevest Software including all addenda, supplements, additions and modifications to the Clevest Documentation. Clevest Documentation shall also include all instructions, data and other matters included by Clevest in the Clevest Software or on any CD, DVD or other storage media which can be read or printed.

Subject to the terms and conditions of this Addendum and the EULA, Clevest grants User a limited, non-exclusive, non-transferable license (the "License") during the term of the EULA to: (i) use the functionality of the Clevest Software for User's internal business purposes only; and (ii) make copies of the Clevest Software and Clevest Documentation solely for non-production, archival or backup purposes, but only if User ensures that all copies User makes of the Clevest Software and Clevest Documentation under this paragraph include all proprietary or intellectual property notices recorded on the Clevest Software.

User acknowledges and agrees that this Addendum does not grant User any rights with respect to the source code of the Clevest Software. User covenants and agrees not to translate, create derivative works of, reverse engineer, decompile or disassemble the Clevest Software in whole or in part. User will not (i) alter, modify, enhance, adapt, re-arrange, reverse engineer, decompile, disassemble, make works derived from the Clevest Software or attempt to generate or access the source code for the Clevest Software, whether by converting, translating, decompiling, disassembling or otherwise, or (ii) enter or manipulate data or information within the database underlying the Clevest Software other than via the Clevest Software. User will not attempt to aggregate users or circumvent Clevest's licensing restrictions via technical means, including, but without limitation, the use of any interface between the Clevest Software and another program with functionality substantially similar to the Clevest Software.

User may not modify the Clevest Software without the prior written authorization of Clevest.

User may not sell, loan, lease, rent, license, sublicense, grant a security interest in, distribute or otherwise transfer rights to or possession of the Clevest Software in whole or in part to any person or entity, or use the Clevest Software in any service bureau or time sharing arrangement, facility management or third party training arrangement or any other arrangement where User processes the data of a third party.

User acknowledges and agrees that, as between User and Clevest, Clevest owns and will retain title and ownership of all intellectual property rights and other interests in and to the Clevest Software and Clevest Documentation (and all copies thereof) including, but not limited to, any improvements thereto whether designed, created and/or developed by Clevest, User or User's agents or contractors, subject to the license rights specifically granted to User in this Addendum. User hereby assigns to Clevest any and all right, title and interest User may have in and to any such improvements and all intellectual property rights therein.

Subject to the following sentence, Clevest warrants that the Clevest Software will operate substantially in accordance with the Clevest Documentation and published materials of Clevest except for cases where the Clevest Software is not used properly according to the user and installation Clevest Documentation provided by Clevest. The warranties set out in this paragraph are void to the extent User or any third party changes or modifies the Clevest Software in a manner contrary to this Addendum, the Clevest

Documentation or Clevest's advance written direction. Notwithstanding the foregoing, use of the configuration features of the Clevest Software shall not void any warranty. The warranty afforded by Clevest is not a warranty of Hexagon's installation and/or implementation services.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS. EXCEPT AS PROVIDED IN THE FOREGOING PARAGRAPH, CLEVEST MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE CLEVEST SOFTWARE. CLEVEST DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO USER WITH RESPECT TO ANY HARDWARE OR THIRD PARTY SOFTWARE.

IN NO EVENT WILL CLEVEST BE LIABLE TO USER FOR INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST BUSINESS REVENUE, LOST PROFITS, ECONOMIC LOSS, PECUNIARY LOSS, FAILURE TO REALIZE EXPECTED SAVINGS OR LOSS OF BUSINESS OPPORTUNITY), LOSS OF DATA OR PROCUREMENT COSTS, EVEN IF CLEVEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLEVEST'S ENTIRE LIABILITY FOR DAMAGES UNDER THIS ADDENDUM SHALL IN NO EVENT EXCEED THE LESSER OF: (I) THE TOTAL AMOUNTS PAID BY USER TO HEXAGON FOR CLEVEST SOFTWARE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM FOR DAMAGES FIRST AROSE; AND (II) US$500,000.

User will comply with all export laws, restrictions and regulations having application to User, whether of Canada, the United States or any foreign agency or authority, and have not and will not export, re-export or otherwise transmit, download or use, directly or indirectly, any software, information, data or other materials received under this Addendum in violation of any such applicable restrictions, laws or regulations.

Clevest is a third party beneficiary of this Addendum.

Exhibit L

Criminal Justice Agency and Contractor/Vendor CJIS Network Agreement

This document constitutes an agreement between the

Pinellas County Sheriff's Office	FL0520000
(Criminal Justice Agency)	(ORI)

AND

(Contractor/Vendor)

Hereinafter referred to as the vendor.

The criminal justice agency (CJA) and the vendor have a written agreement in which the vendor will provide services to access the Florida Criminal Justice network (CJNet), National Crime Information Center (NCIC), the Florida Crime Information Center, and the Interstate Identification Index (III) all hereafter referred to as FCIC, via network connectivity to the Florida Department of Law Enforcement (FDLE). Agency provides purpose and scope of services of vendor.

The vendor, who performs criminal justice functions shall abide by all aspects of the Federal Bureau of Investigations CJIS Security Policy, CJIS Security Addendum, and the rules and regulations set forth by FCIC and the terms and conditions of the Criminal Justice User Agreement, both executed by FDLE. The vendor shall meet the same training and certification criteria required by governmental agencies performing a similar function and be subject to the same extent of audit review as are local user agencies. All private contractors who perform criminal justice functions shall acknowledge, via signing of the CJIS Security Addendum Certification page, which is presented in Appendix H. Modifications to the CJIS Security Addendum shall be enacted only by the FBI. A copy of Appendix H is attached and made part of this agreement.

The vendor shall maintain a list of personnel with access to CJI and provide a copy to the Criminal Justice Agency. The vendor shall also maintain a current network topology diagram to meet the FBI CJIS Security Policy requirements and provide a copy to the Criminal Justice Agency.

The Criminal Justice Agency reserves the right to terminate this agreement, with or without notice, upon determining the vendor has violated any applicable law, rule of regulation or has violated the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth.

CJA Signature	Contractor/Vendor Signature
Print Name	Print Name
Date	Date

Vendor Address:

PRIME Regional CAD/RMS Cost Estimate Breakdown

				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
			R911 Software Cost	$1,984,816.00	$1,117,181.00	$1,493,912.00	$1,493,912.00	$1,493,912.00	$1,493,912.00	$1,493,912.00	
			Law Software Cost	$4,415,577.00	$1,778,649.00	$1,108,453.00	$1,108,453.00	$1,108,453.00	$1,108,453.00	$1,108,453.00	
			County Funding	($6,400,393.00)	($2,895,830.00)						
			Software Total	$0.00	$0.00	$2,602,365.00	$2,602,365.00	$2,602,365.00	$2,602,365.00	$2,602,365.00	
			PRIME Personnel	$1,984,947.00	$2,044,496.00	$2,105,831.00	$2,169,006.00	$2,234,076.00	$2,301,098.00	$2,370,131.00	
			PRIME Operating	$216,522.00	$173,000.00	$173,000.00	$173,000.00	$173,000.00	$173,000.00	$173,000.00	
				$2,201,469.00	**$2,217,496.00**	**$2,278,831.00**	**$2,342,006.00**	**$2,407,076.00**	**$2,474,098.00**	**$2,543,131.00**	
	# Users	**% of Users**	**% of Law Users**								**Totals**
R911	2650	39.59%	--	$871,640.95	$877,986.61	$2,396,183.35	$2,421,196.61	$2,446,960.17	$2,473,496.60	$2,500,829.25	$13,988,293.54
Law:											
PCSO	2047	30.58%	50.63%	$673,301.52	$678,203.24	$1,258,179.79	$1,277,501.35	$1,297,402.49	$1,317,900.63	$1,339,013.81	$7,841,502.83
SPPD	948	14.16%	23.45%	$311,817.21	$314,087.29	$582,684.14	$591,632.28	$600,848.83	$610,341.86	$620,119.73	$3,631,531.35
CPD	438	6.54%	10.83%	$144,067.45	$145,116.28	$269,214.83	$273,349.09	$277,607.37	$281,993.39	$283,742.73	$1,675,091.13
LPD	237	3.54%	5.86%	$77,954.30	$78,521.82	$145,671.04	$147,908.07	$150,212.21	$152,585.47	$155,029.93	$907,882.84
PPPD	139	2.08%	3.44%	$45,720.03	$46,052.88	$85,435.76	$86,747.77	$88,099.14	$89,491.05	$90,924.73	$532,471.37
TSPD	67	1.00%	1.66%	$22,037.71	$22,198.15	$41,181.26	$41,813.67	$42,465.05	$43,135.98	$43,827.03	$256,658.86
GPD	36	0.54%	0.89%	$11,841.16	$11,927.37	$22,127.25	$22,467.05	$22,817.04	$23,177.54	$23,548.85	$137,906.25
TIPD	24	0.36%	0.59%	$7,894.11	$7,951.58	$14,751.50	$14,978.03	$15,211.36	$15,451.69	$15,699.23	$91,937.50
KCPD	17	0.25%	0.42%	$5,591.66	$5,632.37	$10,448.98	$10,609.44	$10,774.72	$10,944.95	$11,120.29	$65,122.40
BEPD	26	0.39%	0.64%	$8,551.95	$8,614.21	$15,980.79	$16,226.20	$16,478.98	$16,739.33	$17,007.50	$99,598.96
ISPD	16	0.24%	0.40%	$5,262.74	$5,301.05	$9,834.33	$9,985.35	$10,140.91	$10,301.13	$10,466.16	$61,291.67
PCS	48	0.72%	1.19%	$15,788.21	$15,903.15	$29,502.99	$29,956.06	$30,422.73	$30,903.39	$31,398.47	$183,875.01
Law Total Users	**4043**										
R911 Users	**2650**										
Law + R911 Users	**6693**										

*** Figures are based on current estimates; final estimates will be calculated and distributed within 14 days of the full execution of the vendor contract.**