

**MASTER SERVICES AGREEMENT BETWEEN
INTERGRAPH CORPORATION, ASSET LIFECYCLE INTELLIGENCE DIVISION AND
THE CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the CITY OF DULUTH, a municipal corporation under laws of the State of Minnesota, hereinafter referred to as "City", and INTERGRAPH CORPORATION, ASSET LIFECYCLE INTELLIGENCE DIVISION, a Delaware corporation, located at 305 Intergraph Way, Maitland, AL, 35758 (“Consultant” or “Hexagon”).

WHEREAS, City needs professional services relating to its Enterprise Asset Management (EAM) system; and

WHEREAS, in connection with the foregoing, Consultant is willing to provide such professional services ("Services") for the Software for City's benefit according to the terms set forth herein; and

WHEREAS, Consultant will provide not less than commercial, industry standard-level capacity and expertise to provide the Services in connection with the EAM system; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

Scope of Services

Consultant agrees that it will, at the direction of and in cooperation with the City, provide Services related to the EAM system and use, as more fully set forth in a separate,

mutually-executed scope of work ("SOW"), and provide other Services generally relating thereto as City staff may, from time to time, request subject to the terms and conditions hereinafter set forth or as set forth in a SOW. The Agreement between the parties shall consist of the following documents in the following order:

1. This Master Services Agreement.
2. The Scope of Work (SOW) Attached as Exhibit A

In the event of any conflict between the terms of this Agreement and the terms of the SOW, this Agreement shall be deemed to be controlling.

ARTICLE II

In consideration of the provision of the Services referenced in Article above and as more fully set forth in the SOW, City hereby agrees to pay or reimburse Consultant for Services as set forth below:

Compensation

A. Hourly Rates

Consultant will provide the City with Services as set forth in one or more mutually agreed to and signed SOW(s) which shall contain without limitation, a description of the Services and the Services rate(s). Current hourly rates are attached as Exhibit B.

B. Expense Reimbursement

In addition to the compensation provided for in Paragraph A above, Consultant shall be entitled to reimbursement for expenses incurred by Consultant's staff for necessary travel to the City of Duluth for performance of the Services provided for in Article I. Approval of such requests shall not be unreasonably withheld, delayed or conditioned. Consultant's reimbursement for such expenses shall be

limited to the amount reasonably necessary to accommodate reasonable and ordinary travel costs.

C. Maximum Contract Payments

The maximum amount of the payments payable to Consultant under this Agreement shall not exceed \$180,000 (USD); said sum shall be payable from 510-500-1915-5310 or other such City funds determined by the SOW. Consultant shall not be obligated to perform any additional Services under any Work Order(s) once the maximum dollar threshold has been incurred, even if Consultant has not yet completed said Work Order(s).

D. Time for Payment

All fees and reimbursement of expenses payable hereunder shall be due and payable within thirty (30) days of the Receipt of Consultant's Invoice therefor, unless specified otherwise or subject to acceptance or approvals as set forth solely in the applicable SOW. "Receipt of Consultant's Invoice" shall mean the date Hexagon emails the invoice to the City of Duluth's email address provided below. The City of Duluth agrees to accept all invoices provided by Hexagon via electronic billing / email. All invoices provided to the City of Duluth pursuant to this and the Master Services Agreement or any SOW will be sent to: itappadmins@DuluthMN.gov . If the email address changes, the City of Duluth must provide notification in writing to Hexagon.

ARTICLE III

Term

The term of this Master Services Agreement shall be from the date of attestation through December 31, 2028.

ARTICLE IV

City Responsibilities

In addition to the payments to be made by City hereunder, the following shall be responsibilities of the City:

A. Project Manager

The City shall designate and identify to Consultant a person to serve as the City's Project Manager. The Project Manager shall be Consultant's principal contact with the City and shall be responsible for coordinating Consultant's staff and Services with that of the City. The Project Manager shall be responsible for providing Consultant with timely access to City Equipment, for providing access to appropriate City staff persons during ordinary working hours, for providing access to City buildings or other structures and for providing access and ability to use City owned or controlled data and information. The Project Manager shall be responsible for coordinating site visits by Consultant's staff to allow such site visits to accomplish the purpose or purposes for which they were approved and for providing City staff in so far as practical to facilitate the meeting of those objectives.

B. Scheduling of Work

City and Consultant agree to use reasonable efforts to cooperatively coordinate the scheduling of work which will require the coordinated effort of the other party.

ARTICLE V

Assignability

Consultant shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever, without the prior written consent of the City, except that no consent is required in the event that Consultant undergoes a merger, reverse-merger, consolidation, reorganization or change of control, or if Consultant transfers or assigns its rights and obligations to an affiliate or subsidiary thereof. In the event of such an assignment or transfer, the Parties shall provide thirty (30) days' notice thereof to the other Party.

ARTICLE VI

Termination

A. For Cause

1. Right to Terminate

In the event that either party shall be in material default of its obligations under this Agreement the non-defaulting party may give written notice of such material default to the defaulting party as provided below. Upon the giving of such notice the defaulting party shall have thirty (30) days in which to cure such material default.

2. Effect of Termination

In the event of termination for cause by City, City shall have no further obligation to pay Consultant any sums under Article II (a) herein (except for all amounts owed to it under the terms of this Agreement up to the effective

date of such termination) and shall further retain all rights to recover costs or damages that it may otherwise be entitled to in a court of law or at equity. In the event of termination by Consultant for cause, Consultant shall have no further obligations to City pursuant to this Agreement and shall be entitled to recover from City all amounts owed to it under the terms of this Agreement up to the effective date of such termination. In the event of such termination the rights of the parties to claim damages against the other party shall survive such termination by four (4) years after the event giving rise to the cause of action has occurred.

B. Without Cause

In addition, each party may, by giving written notice, specifying the effective date thereof, which shall be no less than ten (10) business days from said notice, terminate this Agreement in whole or in part without cause. Consultant shall be entitled to compensation for Services performed by it to and including the date of written notice of termination of this Agreement, including reimbursable expenses.

ARTICLE VII

Standard of Performance

A. Generally

Consultant agrees that all Services to be provided to City pursuant to this Agreement shall be in accordance with the generally accepted industry standards of the profession for provision of such Services of this type.

B. Warranties

- (a) Consultant warrants and guaranties that the Services provided to City under the Agreement will be performed with reasonable care and skill for the period beginning on the specific date of the applicable SOW and continuing for thirty (30) days after the completion of Services pursuant to a SOW (the "Warranty Period"), such deliverables will materially comply with the specifications relating thereto as set forth on the SOW. If during the Term of this Agreement or the Warranty Period, as applicable, City becomes aware of any material failure to satisfy such warranties, then City shall promptly notify Consultant of such failure along with as much detailed information with regard thereto as is reasonably available to City. Such notice shall be in writing. Upon receipt of such notice from City, Consultant shall promptly remedy such failure at no cost to City. If, despite its reasonable efforts to remedy such failure, Consultant is unable to remedy such failure, then, subject to the limitations of liability set forth herein, City may pursue its remedy at law to recover direct damages resulting from the breach of these limited warranties.
- (c) The limited warranties set forth above are made to City exclusively and are in lieu of all other warranties. CONSULTANT MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY SOW, IN WHOLE OR IN PART. CONSULTANT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT EXPRESSLY

DOES NOT WARRANT THAT THE SERVICES WILL MEET CITY'S REQUIREMENTS. THE PARTIES HAVE AGREED THAT THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CITY HAS ACCEPTED ANY SERVICE UNDER THIS AGREEMENT. Upon the expiration of the warranty described in this Paragraph, Consultant's warranty obligations hereunder shall be deemed to have terminated. Provided further that the warranty provided pursuant to this paragraph shall not apply to failures resulting solely from the acts or omissions of City or its employees or any third parties which are not under Consultant's control.

C. Limitation of Liability

- (a) EXCEPT FOR (I) THE CITY'S MISAPPROPRIATION OF HEXAGON'S INTELLECTUAL PROPERTY, (II) THE CITY'S FAILURE TO PAY ANY FEES DUE UNDER THIS AGREEMENT TO HEXAGON FOR SERVICES PURSUANT TO THE TERMS HEREIN AND (III) ANY PARTY'S INFRINGEMENT OF THE OBLIGATIONS ARISING UNDER ARTICLE XVIII, COMPLIANCE AND EXPORT CONTROL (THE "UNCAPPED DAMAGES"), THE TOTAL LIABILITY OF EITHER PARTY, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES PROVIDED HERUNDER (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT CITY

ACTUALLY PAID TO CONSULTANT FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE SOW.

- (b) EXCEPT FOR THE UNCAPPED DAMAGES, FOR WHICH THE UNLIMITED LIABILITY SHALL BE FOR DIRECT DAMAGES ONLY, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE VIII

Records and Inspection

A. Establishment and Maintenance of Records

Records shall be maintained by Consultant in accordance with all reasonable requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of three (3) years after receipt of final payment under this Project.

B. Documentation of Costs

Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks,

payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

Consultant shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement, pursuant to the procedures set forth in Paragraph D below, and subject to any third party confidentiality requirements to which Consultant is subject.

D. Audits and Inspections

Consultant shall ensure that at any time during normal business hours (but in a manner which does not unreasonably interfere with Consultant's normal business operations) and at a frequency which is no greater than the minimum frequency mandated by the applicable Minnesota statute, at City's costs and expense, there shall be made available to City for examination, all of its records with respect to all matters covered by this Agreement, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

E. Confidentiality of Information

1. Consultant

All reports, data, information, documentation and material given or prepared by the City pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from City except as required for the performance of Consultant's Services or as required by law,

or to Consultant's employees, contractors, agents and representatives who have a need to know.

2. City

All data and information of Consultant that would reasonably be considered confidential under the circumstances of the disclosure shall not be disclosed to any third party by City without the prior written consent of Consultant except as follows. The foregoing shall not apply to the following:

- a. Data of the City and work product developed under this Agreement to the extent that the foregoing is not Consultant's intellectual property.
- b. Notwithstanding the foregoing, all data and information generated by City or coming into the hands of the City shall be governed by the provisions of Minnesota Statutes Chapter 13 known as the Minnesota Government Data Practices Act.
- c. Nothing herein shall in any way prevent City from using all data and information generated by City or coming into the hands of the City resulting from the use of the Software and applications or any resulting information pertaining to said Software or applications for use in implementing its asset management and maintenance functions or from using such information, including transferring such information to third parties in order to comply with requirements of the EPA or MPCA , provided, however, that if any Consultant-proprietary products, software or other intellectual property is subject to such disclosure, then City will provide reasonably advanced notice of such

proposed disclosure so that Consultant will be afforded an opportunity to contest such disclosure.

F. Ownership of Data

Consultant shall retain all right and title to any Services deliverables it provides which constitute derivative works of Consultant's proprietary Software or its proprietary methodologies, know-how or practices, and nothing in the first sentence of this Paragraph shall serve to abrogate or mitigate such ownership rights. For purposes of this Paragraph, "derivative work" shall have the meaning ascribed to such term as set forth in the U.S. Copyright Act, 18 U.S.C. Sec. 201 et al. Consultant acknowledges that the City may furnish certain data for configuration, or provide information or data for use by Consultant in provision of the Services and/or training, and/or possess information and data that was developed or created by the City, which has commercial value in the City's day-to-day business. Said data and information and all copies thereof and modifications thereto ("The City's Intellectual Property"), with the exception of Consultant's Intellectual Property, shall remain the property of the City as the case may be. The City's specific data and information shall not be used by Consultant for any purpose other than as expressly authorized under this Agreement or any Statement of Work. All applicable rights to patents, copyrights, trademarks and trade secrets to the City technology shall remain in the City, as the case may be. Consultant shall not contest the City's ownership of and rights in any of the City's technology and shall not remove any copyright, trademark or other proprietary notices included by the City in or on said technology or any accompanying

documentation. Consultant shall not have any right or authority to modify, copy, duplicate or reproduce the City's documentation except pursuant to the terms of this Agreement. Consultant shall not, and shall not permit any of its employees, contractors or representatives to reverse engineer, decompile or disassemble the City's software or otherwise attempt to discover the source code, underlying user interface techniques or algorithms of the City's software, if applicable, by any means whatsoever, directly or indirectly, or disclose any of the foregoing. Any information supplied by the City or obtained by Consultant, as permitted hereunder, may only be used by Consultant for the purposes set forth in this Agreement and the applicable SOW and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the City's software. Subject to all of the terms and conditions of this Agreement, Consultant grants the City a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the derivative works that belong to Consultant. The City shall continue to own all City proprietary and/or City confidential data including all data, confidential information, and work processes. Consultant shall continue to own and will own all right, title and interest to the Services, its software and any work product generated from the Services, and the City will execute and deliver to Consultant any documents reasonably necessary to vest in Hexagon all right, title and interest therein.

ARTICLE IX

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Consultant as an agent, representative or employee of City for any purpose or in any manner whatsoever. Consultant and any officers or employees thereof shall not be considered an employee of City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Consultant while so engaged and any and all claims whatsoever on behalf of Consultant arising out of employment or alleged employment, including without limitation, claims of discrimination against City, its officers, agents, contractors or employees shall in no way be the responsibility of City. Consultant and its officers, agents, contractors and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, City shall not, in any way, be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of the intentional or negligent acts or omissions of Consultant or any of its employees or consultants while performing the Services specified by this Agreement.

ARTICLE X

Indemnity and Insurance

A. Indemnity

Consultant agrees that it shall defend, indemnify and save harmless, City and its officers, agents, servants and employees from and against any and all third party

claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of City or of Consultant, by reason of the death of or injury to person or persons or the loss of or damage to tangible property arising out of Consultant's performance of its Services obligations under this Agreement. On ten (10) days' written notice from any agent of City, Consultant will appear and defend all lawsuits against City growing out of such injuries or damages. Provided that nothing contained in the Exhibits to this agreement shall in any way limit the defense, indemnification and hold harmless obligations of Consultant as set forth in this Article.

B. Insurance

1. Workers' Compensation

Consultant shall procure and maintain continuously in force Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits meeting or exceeding the requirements of the State of Minnesota for such insurance.

2. Professional Liability Insurance

Consultant shall procure and maintain continuously in force Professional Liability Insurance in an amount not less than \$1,500,000 combined single limit in any year; and if the "Accord Form" of certificate is used, the words "endeavor to" shall be stricken therefrom.

C. Requirements for All Insurance

All insurance required in this Article shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota. City shall be named as an "additional named insured" on each liability policy other than the Professional Liability and Workers' Compensation policies of Consultant.

ARTICLE XI

Civil Rights Assurances

Consultant, for itself and all Team members and their officers, agents, servants and employees as part of the consideration under this Agreement, does hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto

ARTICLE XII

RULES AND REGULATIONS

Both parties hereto agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and City and their respective agencies which are applicable to its activities under this Agreement.

ARTICLE XIII

Force Majeure

Under the terms of this Agreement, neither the Consultant nor City shall be considered in default or in breach of any of the terms with respect to the performance of their respective obligations under this Agreement in the event of enforced delay in the performance of its obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of a public enemy, acts of the federal government, acts of another party, fire, floods, epidemics, strikes or embargoes, or for delays of contractors or subcontractors due to such causes. In the event of any such delay, any time for completion or delivery under this Agreement shall be extended for the period of any such delay upon written notice from the party seeking the extension to the other party.

ARTICLE XIV

Notices

Notice to City or Consultant provided for herein shall be sufficient if sent by email addressed to the parties at the addresses hereinafter set forth or to such other

respective persons or addresses as the parties may designate to each other in writing from time to time:

City: City of Duluth
Director of Public Works and Utilities
411 West First Street Room 202
City Hall
Duluth, MN 55802
itappadmins@duluthmn.gov

Consultant: Intergraph Corporation
305 Intergraph Way - 2S A08 03
Madison, AL 35758 USA
patricia.zubioli@hexagon.com

ARTICLE XV

WAIVER

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XVI

Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any legal action arising under or out of this Agreement shall be venued in courts located in the State of Minnesota.

ARTICLE XVII

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XVIII

Compliance and Export Control

Intergraph Corporation's Licensed Products and/or third-party software, including any technical data related thereto ("Technical Data") obtained from Intergraph Corporation, its subsidiaries or distributors, is subject to the export control laws and regulations of the United States of America. Diversion contrary to U.S. law is prohibited. To the extent prohibited by United States or other applicable laws, Intergraph Corporation's Licensed Products, Technical Data and/or third-party software, or any derivatives thereof, obtained from Intergraph Corporation, its subsidiaries or distributors shall not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:

- a) To Cuba, Iran, North Korea, the Crimean region of Ukraine, or Syria, or any national of these countries or territories.
- b) To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List https://build.export.gov/main/ecr/eg_main_023148
- c) To any entity when the City knows, or has reason to know, the end use of the software, and/or third-party software obtained from Intergraph Corporation, its subsidiaries or distributors is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.
- d) To any entity when the City knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export/re-export of relevant Intergraph Corporation Licensed Products and/or third-party software obtained from Intergraph Corporation, its subsidiaries or distributors should be addressed to Hexagon's Export Compliance Department, 305 Intergraph Way, Madison, AL 35758 USA or at exportcompliance@intergraph.com. The City shall hold harmless and indemnify Hexagon for any causes of action, claims, costs, expenses and/or damages resulting to Hexagon from a breach by the City or any user of the export restrictions set forth in this Agreement.

The City represents and warrants that those taking training are not a national of, or otherwise located within a country or territory that is classified as a Country Group E country or territory (which, at the time of signing of this Agreement include, Cuba, Iran, North Korea, the Crimean region of Ukraine and Syria) as maintained by the Bureau of Industry and Security and that trainees are not otherwise prohibited from receiving training under U.S. export control and economic sanction laws and regulations. Such Country Group E countries or territories may be modified by the Bureau of Industry and Security through the life of this Agreement and such modifications will be deemed to modify this clause.

THIS SECTION SHALL SURVIVE THE PERFORMANCE, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH

Intergraph Corporation

By _____
Mayor

By _____

Its: _____

Attest:

City Clerk
Date Attested: _____

Countersigned:

City Auditor

As to form:

City Attorney



CITY OF DULUTH

HXGN EAM CONSULTING SERVICES

Statement of Work

Document Number: ALI-23-6605-V1

October 6, 2023

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1 INTRODUCTION

Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division (formerly dba Hexagon PPM) (hereinafter referred to as "Hexagon") will provide the consulting services specified in this Statement of Work ("SOW") to City of Duluth (hereinafter referred to as "Customer") on a Time-and-Materials ("T&M") basis.

2 DESCRIPTION OF SERVICES

Hexagon will provide the services in this section of the SOW for an estimated amount of **USD \$7,520.00**. Pricing is further described in [Section 5](#).

2.1 CONSULTING SERVICES

Hexagon will provide remote consulting services related to HxGN EAM for the following activities:

- Update User Design Screen by adding fields.
- Add Quantity data field on the Cost Code Allocation tab.
- Change Inventory Valuation from Last Price option to the FIFO option.
- Update FIFO report Custom Report.
- Remediate Flex SQL error on work orders ("WOs") defaulting on preventive maintenance schedule WOs.

Consulting services not explicitly identified as part of the consulting services to be provided under this SOW are outside the scope of this SOW, including, but not limited to, delivery, modification (except for the configuration described in this SOW), or software customization.

2.2 DELIVERABLES

Deliverables of this SOW include:

- HxGN EAM configured as described in [Section 2.1](#).

2.3 CUSTOMER RESPONSIBILITIES

Prior to the start of the project, Customer will:

1. Provide remote access to the HxGN EAM environment.
2. Address correction of data errors or inconsistencies. Changes in configuration of data source systems to provide accurate, consistent data will be Customer's responsibility. All export data files will conform to an agreed upon format (delimiters, caption names, etc.).
3. Conduct user testing.
NOTE: Customer may choose to have Hexagon resources advise and assist with these tests subject to the change process in [Section 3](#).

2.4 PROJECT MANAGEMENT

Customer and Hexagon will each assign a project manager (“Project Manager” or “PM”) who will coordinate the activities to be performed under this SOW. The Project Manager for each party will serve as the point of contact for all communications and is responsible for any modifications to the scope, budget, or responsibilities under this SOW.

2.4.1 Hexagon Project Management Responsibilities

The Hexagon Project Manager will provide oversight for this project which may include performing the following activities:

- Manage Hexagon project budget.
- Manage critical issues and escalate as needed.

2.4.2 Customer Project Management Responsibilities

The Customer Project Manager will perform the following activities:

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the services by Hexagon.
- Manage Customer resources and allocate tasks – in accordance with a mutually developed and agreed project plan.
- Coordinate the resolution of open issues that are affecting progress on the implementation.
- Act as the single point of contact for questions/clarification with reference to invoices/Purchase Orders (“POs”).
- Facilitate coordination of all project related sign-offs/approvals.
- Obtain all consents, approvals, and licenses required by suppliers and licensors that are necessary to support or permit the provision of services under this SOW and provide evidence of same to Hexagon upon request.

2.4.3 Mutual Responsibilities for Customer and Hexagon Project Managers

Hexagon Project Manager and Customer Project Manager will jointly be responsible for the following activities:

- Coordinate any changes to this SOW or any approved deliverable including identification of new requirements. Any and all changes must be in writing and approved by both parties via a Change Order.
- Collaborate to adjust project plan and re-deploy resources in the event of schedule delays that are beyond the control of either party.

2.5 ASSUMPTIONS

Hexagon has developed the scope and pricing for this SOW based on the following assumptions:

4. Hexagon assumes that all data provided by Customer is correct.
5. No data validation or data cleanup services are offered under this SOW.
6. No network, Citrix®, or database administration is offered under this SOW.



7. The pricing and schedule set forth in this SOW are based on the information currently available to Hexagon. Examples of items that may impact schedule or funding and will be handled via change process in Section 3 are:
 - a. Additional configuration to support high complexity business requirements, processes, integrations and configurations.
 - b. Delays outside of Hexagon's control requiring additional effort by Hexagon to manage or resulting in an increased duration.
8. Customer's processes or governance steps beyond what has been accounted for in this SOW may impact funding should such steps require Hexagon participation. (For example: pre-requisite IT governance processes prior to approvals for production go-live.)
9. Hexagon methodology and templates will be utilized. Changes to methodology or templates required by Customer will be managed via the change process in Section 3.
10. Consulting services will occur during a standard eight (8) hour workday, Monday through Friday, excluding Hexagon observed holidays. Any hours in excess of the standard workday must be pre-approved by Hexagon Project Manager.
11. Hexagon will seek to minimize the travel expenses by performing work off-site. This requires that resources be granted secure remote access to Customer's environment.
12. All services will be performed remotely.

3 CHANGE MANAGEMENT PROCESS

If either Party requests a change to this SOW, the following procedure shall be followed:

1. Hexagon's Project Manager will evaluate the change request and assess how implementing the requested change might impact the overall project price and schedule. Hexagon will provide the change request impact statement to Customer as an unsigned Change Order ("CO").
2. Customer will review the CO and evaluate its benefits and impact on other project objectives to determine if the change should be implemented. If the CO is to be implemented, Hexagon will issue a signed CO to Customer for final approval.
3. Upon issuance of the CO by Hexagon, Customer will sign the CO. In the event Customer has previously issued a Purchase Order ("PO") for the SOW, Customer will make the appropriate change(s) in the applicable PO to reflect the agreed-upon price, schedule, and Deliverable changes as noted in the CO and deliver same to Hexagon.
4. Upon receipt of the signed CO and acceptance of the updated PO from Customer (if a PO is issued), Hexagon will implement the change(s) specified in the Change Order.

Hexagon may group several change requests into a single CO for Customer's evaluation.

No work included in a CO shall be executed until the CO is signed by both parties. CO processing delays that impact schedule and create rework may be subject to additional COs to cover the cost impacts caused by delays to the project.

4 SCHEDULE

Hexagon and Customer will determine a mutually agreeable start date for these consulting services. The anticipated duration of these services is one (1) week.

5 PRICING

The estimated price for the provision of the consulting services per this T&M SOW is **USD \$7,520.00**. Customer acknowledges that the price is an estimate only and that the total charges for the T&M consulting services may be more or less than the estimated price as stated in this SOW.

The Purchase Order should reflect the consulting services estimate of **USD \$7,520.00**.

The Labor Levels and corresponding hourly rates for consulting services are as follows:

Labor Level	Associated Titles	Hourly Rate
1	Implementation Analyst, Senior Implementation Analyst, Project Coordinator	\$195
2	Implementation Consultant, System Consultant, Project Manager, Senior Project Manager, Solution Architect	\$250
3	Senior Implementation Consultant, Senior Solution Architect, Executive Project Manager	\$275
4	Executive Industry Consultant, Principal Implementation Consultant, Principal Project Manager, Principal Solution Architect	\$305
India-based Level 1	Implementation Analyst, Senior Implementation Analyst, Project Coordinator	\$65
India-based Level 2	Implementation Consultant, System Consultant, Project Manager, Senior Project Manager, Solution Architect	\$95
India-based Level 3	Senior Implementation Consultant, Senior Solution Architect, Executive Project Manager	\$125
India-based Level 4	Executive Industry Consultant, Principal Implementation Consultant, Principal Project Manager, Principal Solution Architect	\$155

If the fees for the consulting services hours provided reach 80% of the available funds specified in the applicable Purchase Order (“PO”) and additional consulting services are anticipated that will exceed the funds available under the applicable PO, then Hexagon will request a Change Order (“CO”) to the applicable PO for additional fees as mutually agreed upon by Hexagon and Customer. Hexagon will continue to work so long as funds are available under the applicable PO, but when funds are expended, Hexagon will cease work. Upon receipt of a CO increasing available funds, Hexagon will proceed with additional consulting services as agreed.

At periodic intervals during performance hereunder, Customer may be asked to sign an acknowledgement form signifying provision of any deliverables as identified in [Section 2.2](#) of this SOW, or sign an acknowledgement form at the completion of the specified activities as noted in this SOW. Notwithstanding the foregoing, Hexagon will continue to invoice Customer for all consulting services hours provided per this SOW whether or not such acknowledgement form is signed by Customer. In addition, Customer acknowledges that if any deliverables are provided per [Section 2.2](#) of this SOW, they are provided “as is” with no warranty whatsoever. Any deficiencies will be addressed on the same T&M basis.

The pricing and terms in this Statement of Work will be valid for ninety (90) days following the cover date. The consulting fees are subject to change after one (1) year from acceptance of this T&M SOW.

6 INVOICING AND TERMS OF PAYMENT

Customer will be invoiced upon final completion, or monthly, whichever occurs first, for amounts outstanding per [Section 7.2 Invoicing and Payment](#) below.

Hexagon will submit invoices to Customer at the address specified on the Purchase Order or as otherwise directed in writing by Customer.

7 TERMS AND CONDITIONS

These Terms and Conditions cannot be altered, modified, or amended by subsequent Purchase Order or writing received from Customer without the express written consent of Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division ("Hexagon").

1. **Scope of Services** – Hexagon will provide consulting services and/or specific deliverables to Customer as stated in this Statement of Work ("SOW"). The consulting services and/or specific deliverables will be provided in accordance with these Terms and Conditions for Consulting Services (hereinafter the "Terms") and limited to the funding on Customer's Purchase Order.
2. **Invoicing and Payment** – Customer will be invoiced upon final completion or monthly, whichever first occurs, for all consulting services hours including portal-to-portal for on-site services, and travel expenses. Hexagon payment terms are net thirty (30) days from the date of invoice. T&M consulting services provided per this SOW are deemed accepted by Customer upon completion of said T&M consulting services.

Customer agrees to reimburse Hexagon for all out-of-pocket travel expenses at Hexagon's cost, plus ten percent (10%), for general and administrative expenses. Customer agrees to pay interest on all overdue or unpaid invoices, at the rate of one and one-half percent (1 ½%) per month, or at the maximum rate permitted by law, whichever is less. No payments may be withheld by Customer for any undisputed invoice nor may any counterclaim by Customer be set off against any payment due hereunder, without the prior written consent of an authorized Hexagon representative.

All payments shall be in U.S. Dollars. Payment should reference the invoice and the applicable SOW and be sent to the following:

Check U.S. Mailing Instructions:

Intergraph Corporation Division: Asset Lifecycle Intelligence
7088 Solution Center
Chicago, IL 60677-7000

U.S. EFT/ACH Instructions:

Bank Name:	PNC Bank
Account Name:	Intergraph Corporation Division: Asset Lifecycle Intelligence
Account Number:	1030429638
ABA Number:	043000096

3. **Warranty** – **HEXAGON MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY SOFTWARE, SERVICES OR INFORMATION PROVIDED HEREUNDER, WHETHER**

EXPRESS OR IMPLIED, REGARDING ITS USE OR PERFORMANCE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACCEPTS ANY SOFTWARE, SERVICES AND INFORMATION PROVIDED HEREUNDER IN AN “AS IS” CONDITION.

- 4. Disclaimer – HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE. IF UNDER THE LAW RULED APPLICABLE TO THESE TERMS ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.**
- 5. Limitation of Liability – IN NO EVENT WILL HEXAGON OR A COMPANY CONTROLLED DIRECTLY OR INDIRECTLY BY HEXAGON AB (HEREINAFTER “HEXAGON GROUP COMPANY”) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, ANY LOSS OF USE OR PRODUCTION, ANY LOSS OF REVENUE OR PROFIT, ANY LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH ANY CONSULTING SERVICES PROVIDED UNDER THESE TERMS, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

UNDER NO CIRCUMSTANCES SHALL HEXAGON’S OR A HEXAGON GROUP COMPANY’S LIABILITY UNDER THESE TERMS EXCEED THE AMOUNT THAT HEXAGON HAS BEEN PAID BY CUSTOMER PURSUANT TO THE APPLICABLE QUOTE AT THE TIME ANY CLAIM IS MADE. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

IF UNDER THE LAW RULED APPLICABLE TO THESE TERMS ANY PART OF SECTION IS INVALID, THEN HEXAGON AND A HEXAGON GROUP COMPANY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

- 6. Ownership of Intellectual Property – Customer acknowledges that Hexagon possesses information and data that was developed, created, or discovered by Hexagon, or that has become known to or has been conveyed to Hexagon, that has commercial value in Hexagon’s day-to-day business. Hexagon considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, work processes, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs, all of which is owned by Hexagon, a Hexagon Group Company. All Licensed Software, Licensed Products, Customized Software, Custom-configured Software (and any related deliverables) are the property of Hexagon, a Hexagon Group Company and are licensed to Customer pursuant to the licensing terms of the applicable Software License Agreement in effect between the Parties, except as modified herein. For the purpose of this SOW, “Licensed Products” means Customized Software, Custom-configured Software, data, programs, program enhancements, and/or related deliverables, alone or in combination with other Licensed Software. “License Software” means Intergraph Corporation Commercial Off-the-Shelf (COTS) software products provided to Customer by Hexagon pursuant to the applicable software license agreement in effect between the Parties. For the avoidance of doubt, Customer acknowledges that any information and data developed, created, or discovered by Hexagon during the performance of the consulting services hereunder shall likewise be owned by Hexagon, a**

Hexagon Group Company.

Subject to the terms and conditions of this SOW, Customer grants to Hexagon, a Hexagon Group Company, Hexagon Group Company's affiliates, and their customers and end-users, distributors, and agents a perpetual, worldwide, non-exclusive, royalty-free, irrevocable patent license for all Necessary Patents to make, have made, use, offer to sell, sell, import, and otherwise transfer the Licensed Products. For the purpose of this SOW, "Necessary Patents" means any patent or patent application including any continuation, divisional, re-issue, re-examination, priority patent and application, and extension thereof or foreign counterparts thereto anywhere in the World, owned or controlled by Customer that is infringed by any of the Customized Software, Custom-configured Software, data, programs, program enhancements, and/or any related deliverables provided under this SOW, alone or in combination with Hexagon Commercial Off-the-Shelf (COTS) software provided to Customer pursuant to the applicable Software License Agreement in effect between the Parties.

Hexagon acknowledges that during the provision of consulting services by Hexagon, Customer may provide information or data to Hexagon which Customer considers Customer Proprietary Information and is owned by Customer. Such specific information or data shall not be used by Hexagon except for the provision of consulting services hereunder and shall not be used by Hexagon in the creation of any other product. Notwithstanding the preceding sentence, nothing shall prevent Hexagon from independently developing functionally equivalent data or equivalent functionality and using said independently developed data or functionality in other products.

7. **Nondisclosure** – Hexagon and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other Party, or relevant third party, which such Party or relevant third party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in these Terms, "Confidential Information" shall mean all information (which may include third party information), in any form, furnished or made available directly or indirectly by one Party to the other that is marked confidential, restricted, proprietary, or with a similar designation. These terms and conditions shall also be deemed Confidential Information; however, these Terms shall not prevent either Party from disclosing that Customer is a customer of Hexagon so long as Confidential Information of either Party is not disclosed. Confidential Information also shall include, whether or not designated "Confidential Information", (i) all specifications, designs, documents, correspondence, source code, software, documentation, data and other materials, work processes, procedures, work products, training materials, and Customized Software and documentation applicable thereto produced by Hexagon or its subsidiaries or their subcontractors, and (ii) with respect to either Party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers. For purposes of clarity, Confidential Information shall also include but not be limited to Hexagon or its Subsidiaries price lists, or other such pricing schedules or agreements relating to these Terms, all software products, data and related information.

Customer and Hexagon shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature. Hexagon and Customer shall take reasonable steps to ensure that its employees comply with these confidentiality provisions. The recipient of any Confidential Information hereunder shall protect the confidentiality of the information for a period of **five (5) years** following the date of last disclosure of the Confidential Information from the disclosing Party to the recipient Party.

This Section shall not apply to any particular information which Hexagon or Customer can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (iii) was in the possession of the receiving Party at the time of disclosure to it; (iv) was received after disclosure to it from a third Party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving Party without reference to Confidential Information of the furnishing Party. In addition, a Party shall not be considered to have breached its obligations by disclosing Confidential Information of the other Party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party promptly and prior to making such disclosure in order that the other Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the disclosing Party, the receiving Party shall promptly, at its own expense: (i) notify the disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the disclosing Party to minimize the violation; and (iii) cooperate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting there from. Upon expiration or any termination of these terms and completion of the Parties obligations under the applicable Quote, each Party shall return or destroy, as the other Party may direct, all material in any medium that contains, refers to, or relates to the other Party's Confidential Information, and retain no copies.

8. **Employment** – During a period from the commencement of the work described in the applicable SOW until twelve (12) months after its completion, Customer shall not employ or engage on any other basis or offer such employment or engagement to any of Hexagon's employees who have been associated with providing services under the applicable SOW without the prior written approval of Hexagon. Customer agrees that if it employs or engages any Hexagon employee contrary to the preceding paragraph, Customer shall be liable to Hexagon for liquidated damages in an amount equal to such employee's salary per annum at the time of leaving the employment of Hexagon.
9. **Taxes** – Prices are exclusive of all federal, state or local sales, use, property, gross receipts, value added or similar taxes based upon amounts payable to Hexagon pursuant to these Terms ("Taxes"). Such Taxes, however, do not include franchise taxes or taxes based on net income. Customer agrees to pay Hexagon any applicable Taxes or provide Hexagon documentary evidence of an appropriate statutory exemption.
10. **Governing Law and Dispute Resolution** – These Terms are governed by and shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama. Jurisdiction and venue for any dispute arising from these Terms or relating to the Software shall be vested exclusively in the United States District Court for the Northern District of Alabama, Northeastern Division, or the Circuit Court for Madison County, Alabama. 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 these Terms.

For any controversy or claim that may arise out of or in relation to these Terms or with respect to

breach thereof, the Parties agree to initially seek to solve the matter amicably through discussions between the Parties' Executive Management. Should the Parties fail to resolve such controversy, claim, or breach by amicable arrangement and/or compromise within thirty (30) days of the dispute being brought to the attention of Parties' Executive Management, then the Parties may, at their sole discretion, seek resolution through non-binding mediation. If either Party is not satisfied with the result of the non-binding mediation, such party may seek legal recourse through the courts in the jurisdiction chosen herein. No party may commence litigation in relation to any dispute arising out of these Terms until it has attempted to settle the dispute by negotiation and mediation, and the mediation has terminated, or the other party refused to participate in the mediation. Any time period stated in this Section may be reduced for the sole purpose of avoiding the expiration of the Statute of Limitations for the event made the basis of the controversy.

11. **Export Control** – Intergraph Corporation's commercial-off-the-shelf software products, customized software and/or third-party software, including any technical data related thereto ("Technical Data"), obtained from Intergraph Corporation, its subsidiaries or distributors is subject to the export control laws and regulations of the United States of America. Diversion contrary to U.S. law is prohibited. To the extent prohibited by United States or other applicable laws, Intergraph Corporation software products, customized software, Technical Data, and/or third-party software, or any derivatives thereof, obtained from Intergraph Corporation, its subsidiaries or distributors must not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:
- a. To Cuba, Iran, North Korea, Syria or the Crimean, "Donetsk People's Republic", "Luhansk People's Republic" or Sevastopol regions of Ukraine, or any national of these countries or territories.
 - b. 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. Visit [www.export.gov](https://legacy.export.gov/csl-search) for more information or follow this link for the screening tool: <https://legacy.export.gov/csl-search>.
 - c. To any entity when Customer knows, or has reason to know, the end use of the software product, customized software, Technical Data and/or third-party software obtained from Intergraph Corporation, its subsidiaries or distributors is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.
 - d. To any entity when Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export/re-export of relevant Intergraph Corporation software product, customized software, Technical Data and/or third-party software obtained from Intergraph Corporation, its subsidiaries or distributors, should be addressed to Hexagon's Export Compliance Department, 305 Intergraph Way, Madison, Alabama 35758 USA or at exportcompliance@intergraph.com. Customer shall hold harmless and indemnify Hexagon and

Hexagon Group Company for any causes of action, claims, costs, expenses and/or damages resulting to Hexagon or Hexagon Group Company from a breach by Customer.

12. **Place of Performance** – Customer agrees to provide appropriate workplace accommodations, computer equipment, software, and necessary access for Hexagon personnel if on-site services are required.
13. **Assignment** – Neither Hexagon nor Customer shall assign any of its rights or delegate any of its obligations under this Quote without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld, except that Hexagon may assign its rights and obligations under this contract without the approval of Customer to an entity which acquires all or substantially all of the assets of Intergraph Corporation, its Asset Lifecycle Intelligence division, Hexagon Group Company, or to any subsidiary, affiliate or successor in a merger or acquisition of Intergraph Corporation, its Asset Lifecycle Intelligence division or Hexagon Group Company.
14. **Severability** – Whenever possible, each provision of the resulting contract and each related document shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of these terms or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these terms or such related document.
15. **Survival** – The sections entitled “Disclaimer”, “Limitation of Liability”, “Ownership of Intellectual Property”, “Nondisclosure”, “Governing Law”, “Assignment”, and “Severability” shall survive termination or expiration of the resulting contract. The obligation imposed on Customer to pay any unpaid charges which have been accrued and are due at the time of termination or expiration of the resulting contract shall survive the expiration or termination.
16. **Entire Agreement** – These terms and conditions, the applicable SOW, and Customer’s PO to the extent that it is not inconsistent with these terms and conditions, constitute the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. These terms and conditions, the applicable SOW and Customer’s PO shall not be amended or modified except by written agreement of the parties.
17. **Force Majeure** – For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism or sabotage; floods, hurricanes or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of such event, to give notice to the other party setting forth in reasonable detail the nature thereof

and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

8 APPROVAL SIGNATURES

Customer and Hexagon acknowledge by their signatures below that this SOW is approved and accepted by an authorized party representative in accordance with the terms expressed herein.

City of Duluth		Intergraph Corporation, Asset Lifecycle Intelligence	
Approved by:		Approved by:	
Authorized Representative	Date	Authorized Representative	Date

This SOW shall only become binding and effective upon the written acceptance by Hexagon and Hexagon's acceptance of Customer's corresponding PO or Service Order. To expedite acceptance, Customer's PO or Service Order should indicate that the PO or Service Order is issued in accordance with the terms and conditions stated herein.

Customer is requested to send the signed SOW, as well as the corresponding Purchase Order or Services Order, to the following: serviceorders.us.ppm@hexagon.com.

LEGAL NOTICES

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NOTICE

This Statement of Work contains confidential and proprietary information of Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division, and/or relevant third parties which is protected by copyright law, trade secret law, and international treaty, and may not be provided or otherwise made available without proper authorization. Said confidential and proprietary information shall not be disclosed outside City of Duluth and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than as stated in the Terms of this Statement of Work. Where disclosure of Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division, and/or relevant third-party confidential and proprietary information requires review by other third parties, City of Duluth shall formally request permission from an authorized legal representative of Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division, to duplicate, use, or disclose in whole or in part the said confidential or proprietary information.

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CUSTOMER SUCCESS SURVEY

Customer satisfaction is important to Hexagon. Hexagon may send a satisfaction survey to Customer stakeholders in which Customer may provide feedback regarding satisfaction as to the level of service. Hexagon may contact participants directly to follow up on responses. Survey recipients will be provided with the ability to opt-out of participating within the survey communication.

EXHIBIT B

Labor Level	Associated Titles	Hourly Rate
1	Implementation Analyst, Senior Implementation Analyst, Project Coordinator	\$195
2	Implementation Consultant, System Consultant, Project Manager, Senior Project Manager, Solution Architect	\$250
3	Senior Implementation Consultant, Senior Solution Architect, Executive Project Manager	\$275
4	Executive Industry Consultant, Principal Implementation Consultant, Principal Project Manager, Principal Solution Architect	\$305
India-based Level		
1	Implementation Analyst, Senior Implementation Analyst, Project Coordinator	\$65
India-based Level		
2	Implementation Consultant, System Consultant, Project Manager, Senior Project Manager, Solution Architect	\$95
India-based Level		
3	Senior Implementation Consultant, Senior Solution Architect, Executive Project Manager	\$125
India-based Level		
4	Executive Industry Consultant, Principal Implementation Consultant, Principal Project Manager, Principal Solution Architect	\$155

Momin Baig

Senior Account Executive, Services

Hexagon ALI

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