



INTERGRAPH GOVERNMENT SOLUTIONS SITE SUBSCRIPTION AGREEMENT

This Site Subscription Agreement (“Agreement”), effective as of the [redacted] day of [redacted], 20[redacted] (the “Effective Date”) is entered into between Intergraph Government Solutions Corporation (“Intergraph” or “IGS”) and <Subscriber> (“Subscriber”). The benefits and obligations resulting from this Agreement shall inure to and be binding only upon Intergraph and Subscriber. Under this Agreement, Intergraph authorizes Subscriber to use the Software as described herein.

WITNESSETH:

Whereas, Intergraph Government Solutions Corporation and parent company Intergraph Corporation’s division known as Security, Government & Infrastructure and/or other relevant third parties have developed certain software applications (“Software Products”); and

Whereas, Subscriber desires to license from Intergraph the Software Products on a Subscription basis for the Term stated and at the Sites identified herein.

Now therefore, in consideration of the foregoing premises and the mutual terms and conditions set forth herein below, Intergraph and Subscriber agree as follows:

1. Definitions –

- a. **EULA** -- “End User License Agreement and Limited Product Warranty for Intergraph Corporation Software Product(s)” included with Software Products either on the delivery media or in paper form, and available for review at: <http://support.intergraphgovsolutions.com/support>.
- b. **Excess Licenses** – those extra Software licenses provided by Intergraph to Subscriber during each Usage Interval that are above the estimated quantities of Software licenses set forth in Appendix A, as revised from time-to-time. Excess Licenses are provided as a cushion to help prevent Subscriber work stoppage during a Usage Interval due to Subscriber temporarily exceeding its estimated license requirements. Excess Licenses are not considered to be a Pricing Factor, unless the desired percentage of Excess Licenses exceeds the standard percentage established by Intergraph. Subscriber will not be charged for using Excess Licenses unless Subscriber’s use of the Excess Licenses continues for a period longer than ninety (90) days which Intergraph considers to be long-term use, in which event the Excess Licenses that have been put into long-term use shall be considered to have converted to Software and the quantities of those Software licenses increased accordingly in Appendix A. The incremental price associated with the additional Software licenses shall be added to the Subscription Price for the remainder of the Term and shall be due and payable in accordance with the terms set forth herein. The percentage of Excess Licenses is set forth in Appendix A.
- c. **Existing Licenses** – any perpetual licenses held by Subscriber prior to entering into this Agreement that are for Software products covered by this Agreement
- d. **Pricing Factors** – those factors chosen by Subscriber that affect the Subscription Price, including the Term, the Product mix and numbers of licenses, the number of Sites, and the Usage Interval. If greater than fifteen percent (15%), the Excess Licenses rate shall also be considered a Pricing Factor.

- e. **Site** – those Subscriber-owned or operated locations that are licensed through this Agreement to have access to and to use the Software. The Sites are designated in Appendix A. Subscriber is not authorized to use the Software at Sites that are not specifically included in this Agreement.
 - f. **Software** -- the Software Products that are subscribed to by Subscriber for use pursuant to this Agreement and so identified in Appendix A, including all enhancements or features in such Software as of the date of shipment
 - g. **Subscription** – the limited term license rights granted to Subscriber pursuant to this Agreement for the list of Software and designated quantities identified in Appendix A, as revised from time-to-time
 - h. **Subscription Price** – the price established by the parties for this Agreement and set forth in Appendix A. The Subscription Price is subject to increase if any of the Pricing Factors are changed by Subscriber during the Term of this Agreement, resulting in a higher price.
 - i. **Term** – the period of time designated in Appendix A that this Agreement is in effect.
 - j. **Usage Interval** – the minimum period of usage during the Term that Subscriber is not allowed to change its mix of licenses. The Usage Interval is designated in Appendix A.
2. **Limited License** – Intergraph agrees to provide a non-exclusive, nontransferable license for Subscriber to use the Software, including any documentation, data or information pertaining thereto, for the Term of this Agreement in accordance with the Software’s then current EULA and the terms and conditions contained in this Agreement. Upon expiration or termination of this Agreement, Subscriber shall relinquish all license rights to the Software. In addition, Subscriber relinquishes all license rights to any copies of Software that are removed from Appendix A due to Subscriber exercising its option at the end of a Usage Interval to change the mix of Software. Subscriber’s use of any Software during a Usage Interval may not exceed the number of software licenses authorized in the then current Appendix A, unless Subscriber has obtained and licensed the additional copies of the Software by some other legal means. Intergraph reserves the right to audit the Subscriber’s site to ensure that all Intergraph Software Products in use by Subscriber are properly licensed, Subscriber is not using more licenses than authorized by this Agreement or through any other valid license agreement, and that Subscriber is not in violation of the terms of this Agreement.
3. **Term** – The Term of this Agreement is set forth in Appendix A. This Agreement shall automatically terminate at the end of the designated Term. Upon expiration of this Agreement, Subscriber and Intergraph may agree to renew the subscription by executing a new Site Subscription Agreement under the then current Intergraph site subscription terms and pricing.
4. **Subscriber’s Existing Licenses** – *Any Existing Licenses held by Subscriber are not a part of this Agreement.* However, Subscriber must choose one of the following two options (a. or b.) regarding how its Existing Licenses shall be treated during the Term of this Agreement with its choice noted in Appendix A:
- a. Any Existing Licenses of a product must be on an Intergraph maintenance agreement. Subscriber may only drop maintenance for perpetual licenses of products that are not to be covered by this Agreement, except as otherwise required by the standard Security, Government & Infrastructure maintenance terms and conditions. In the case of Software products that are added during the Term of the Agreement due to a change in Software mix, Subscriber will be required to bring the maintenance up to date on the Existing Licenses of that product on its Intergraph maintenance agreement. Subscriber must notify Intergraph of its decision to have Existing Licenses under maintenance for Intergraph verification of an existing maintenance agreement or for Intergraph to provide a maintenance quote for the applicable Existing Licenses.

b. Subscriber may terminate maintenance on Existing Licenses provided Subscriber stops using the Existing Licenses during the term of this Agreement, and only uses the subscription Software provided pursuant to this Agreement. This option will require that Subscriber relinquish use of the Existing Licenses and associated license authentication codes for the Term of this Agreement. If Subscriber chooses this option, then at the end of the subscription Term (and if Subscriber chooses not to renew its subscription) Subscriber may then begin using its Existing Licenses again, but only at the product version equal to the version that Subscriber had when the maintenance for the Existing Licenses was terminated. Should Subscriber want to continue with Existing Licenses at the latest version of the Software, Subscriber will be required to pay back maintenance to make the Existing Licenses current.

5. **Changing Software** – The list of Software identified in Appendix A shall be valid during the Term of this Agreement unless changed in accordance with this section. If the Usage Interval chosen by Subscriber is shorter than the Term of the Agreement, Subscriber has the option of changing Software for a different mix of Software Products at the end of each Usage Interval, by notifying Intergraph at least thirty (30) days prior to the end of the then current Usage Interval of Subscriber's wish to change the mix of Software. If the result of such changes of Software mix exceeds the original Subscription Price, based upon the Pricing Factors, then the additional amount shall be added to the Subscription Price and charged to Subscriber in accordance with Section 6 below. Provided the proper thirty (30) day notice has been provided, Intergraph shall provide via facsimile or email an Agreement amendment with a revised and dated Software List to replace that in Appendix A, Section D. for signature by Subscriber. Each such Agreement amendment shall include a certification by Subscriber that Subscriber shall not use any Software that Subscriber is not authorized to use per the Software List and Subscriber shall certify that Subscriber has uninstalled any Software that Subscriber is no longer authorized to use. Upon receipt by Intergraph of the signed Agreement amendment and certification, Intergraph shall ship the new Software and or license codes to Subscriber. Only a CD of new Software shall be delivered to Subscriber. Product documentation is available online. Subscriber shall be responsible for any applicable shipping charges related to the delivery of the new Software.
6. **Pricing Factor Changes** – If Subscriber wishes to add licenses of Software, add Sites, or change its Software mix, resulting in an increase in the Subscription Price, Subscriber agrees to pay the incremental Subscription Price at prices to be quoted by Intergraph, such prices being prorated to the remaining Term of this Agreement. Intergraph has no obligation to provide similar terms or rates to Subscriber for any additional Software or Sites under this Agreement or for any renewal Term. Indeed, Intergraph has no implied obligation to provide similar terms or rates to other groups within Subscriber's organization, its subsidiaries, or affiliated companies.

If Subscriber desires to proceed with modifications to the Pricing Factors under this Agreement, Intergraph shall send to Subscriber an Agreement amendment for signature according to the procedure described in Section 4.

7. **Maintenance Services** - Standard Maintenance and upgrades are included in this Agreement. The terms of Standard Maintenance are as follows

Software support will be provided to Subscriber during the standard local hours of Intergraph's support desk, excluding Intergraph-observed holidays. Software support will include and be limited to the following:

- a) Out-of-the-box functionality support via the Intergraph Help Desk (telephone or eService via Intergraph's web site; phone support available normal business days and standard support hours, excluding Intergraph-observed holidays)
- b) Access to all published Software upgrades, updates, fixes and enhancements

- c) Twenty-four hours-per-day/seven days-per-week access to problem Knowledge Base, an on-line self-help tool.

Intergraph will notify Subscriber when upgrades are made available by Intergraph for the Software. Upgrades are shipped upon request from Subscriber. Upgrade(s) refer to subsequent releases to the Software.

Excluded Services – Services provided by Intergraph that are outside the scope of the Standard Maintenance and/or are specifically excluded from this Agreement will be invoiced at the then prevailing per-call rates (portal to portal). Support services are limited to the specific Software contained in this Agreement, functioning on the appropriate Intergraph supported operating system. Software support for the following is outside the scope of this Agreement and may be available under separate contract at an additional charge:

- a) Software malfunctions from causes other than through the ordinary and intended use of the Software,
- b) Installation of any software, upgrades, fixes or releases,
- c) Network configuration,
- d) System-level tuning and optimization,
- e) Programming or software development,
- f) Any and all customization, including any custom interfaces and installation or updates of custom interfaces, and
- g) Product training.

Software support provided by Intergraph hereunder shall not include support calls that are necessary due to failure of software not supplied by Intergraph and not covered under this Agreement. Subscriber may not make alterations in or attachments to the Software without prior written consent of Intergraph. If the alteration or attachment interferes with the satisfactory operation of the Software or substantially increases the cost of maintenance, Subscriber will remove the alteration or attachment and restore the Software to its prior condition.

8. **Subscription Price and General Terms of Payment** – The Subscription Price for this Agreement is stated in Appendix A and under no circumstances shall the Subscription Price decrease during the Term of this Agreement. Subject to Subscriber being granted credit approval by Intergraph, Payment terms are annual, in advance, and each payment is due from Subscriber within thirty (30) days from the date of invoice.

The Subscription Price is determined based upon the Pricing Factors. If Subscriber adds Software or changes any Pricing Factors upon which the initial Subscription Price was determined that results in an increase to the Subscription Price, Subscriber agrees to make payment(s) in accordance with the revised Appendix A.

In addition to the payment of the Software Subscription Price, Subscriber shall pay or reimburse Intergraph for the following charges, if incurred: the shipping, insurance, and installation (if requested) charges specified for new Software added to Agreement. If Intergraph incurs any special delivery, insurance or installation charges on Subscriber's behalf, due to Subscriber's request, or if in Intergraph's sole opinion, such charges are due to Subscriber's non-standard requirements, Subscriber agrees to pay or reimburse Intergraph for all such charges.

An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.

Subscriber agrees, at its own cost and expense (i) to pay all operating expenses of each item of Software; and (ii) to comply with all governmental laws, ordinances, regulations, requirements, and rules with respect to operation of the Software.

9. **Taxes** - All charges are exclusive of, and Subscriber shall be liable for and shall indemnify and hold Intergraph harmless from and against each and every country's federal, state, municipal, or other governmental, withholding, excise, sales, use, value added, GST, or other taxes, tariffs, custom duties and importing fees ("Taxes"). Taxes shall expressly exclude any (i) federal, (ii) state, (iii) municipal, (iv) provincial, (v) or other governmental income taxes, franchise taxes and other like taxes measured by Intergraph's net income. Taxes shall expressly include any related interest and/or penalty. Subscriber agrees to be invoiced and to pay the amount of any Taxes which Intergraph is required to pay and/or which Subscriber is required to withhold, collect or pay regarding the transactions pursuant to these terms and conditions so that Intergraph receives the full amount of the Software Subscription Price invoiced. Any certificate to exempt this Agreement or other charges from any liability for Taxes or other documentary evidence of statutory exemption shall be obtained by Subscriber at Subscriber's expense and provided to Intergraph.
10. **Delivery** – Intergraph will deliver the Software on an FOB destination Pre-Paid and Add (PPA) basis unless otherwise stated. At Intergraph's discretion, software may ship from different points of origin. Written notification is required for any short shipments/discrepancies within five days of receipt of Software.
11. **Assignment** - Subscriber shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Intergraph.
12. **Termination** – This Agreement may be terminated by either party, without liability, for material breach by the other party or in the event that the other party becomes insolvent, files or has filed against it a petition in bankruptcy, or should any substantial part of the other party's property be subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency. The party seeking to terminate the Agreement shall provide written notice citing the cause(s) of termination to the other party. The termination shall be effective thirty (30) calendar days after the date of the written termination notice, unless the party to whom such notice is sent remedies the cause(s) cited prior to the effective date of the termination.
13. **Default** – An event of default shall occur if:
 - a) Subscriber fails to pay any invoice when due,
 - b) Subscriber ceases doing business, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated as bankrupt or insolvent, or files a petition seeking reorganization, liquidation, dissolution or similar arrangement under present or future statute, law or regulation,
 - c) Subscriber attempts to sell, transfer, assign, or otherwise convey Software to another party without Intergraph's prior written consent,
 - d) Subscriber removes any product identification, copyright notices, or other notices or proprietary restrictions from the Software, or causes or permits the reverse engineering, disassembly, or decompilation of the Software, or
 - e) Subscriber uses copies of Software Products that are no longer authorized or that exceed the number authorized by the then current Appendix A, including any Excess Licenses, and have not been purchased or obtained by other legal means.

Upon the occurrence of an event of default by Subscriber, Intergraph may terminate this Agreement and:

- a) Declare that the remaining balance of the Subscription Price and any outstanding invoices, shall be immediately due and payable, and may recover such sums,
 - b) Take appropriate actions either at law or in equity to enforce performance by Subscriber of any and all covenants of this Agreement and to recover damages from the breach thereof,
 - c) Demand that Subscriber immediately cease all use and uninstall all Software and certify such to Intergraph, and
 - d) Request permission to enter into any premises under control or jurisdiction of Subscriber or any agent of Subscriber for the purpose of repossessing the Software. Subscriber shall not unreasonably deny such permission.
14. **Governing Law** - This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the United States of America. The parties agree to submit to the jurisdiction of, and agree that venue is proper in these courts in any such legal action or proceedings.
15. **Export Control** – Subscriber agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Software or anything provided hereunder are exported directly or indirectly in violation of said Export Laws or are intended to be used for a purpose prohibited by said Export Laws.
- With respect to the export by Subscriber of the Software or anything containing the Software, the disclosure of the Software to a non U.S. national, or any other activities relating to the Software, Subscriber agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency, **and, written approval from Intergraph prior to export of the Software.** Notwithstanding the foregoing, Intergraph’s Software is subject to export controls promulgated by the Government of the United States. Subscriber warrants that it will not export or re-export, either directly or indirectly, any such Software without first obtaining any necessary authorization from the U.S. Government, when required. Subscriber agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export documents required to comply with U.S. licensing requirements prior to Software shipment.
16. **Waiver** - Any failure by Intergraph to enforce performance of this Agreement shall not constitute a waiver of, or affect Intergraph’s right to avail itself of such remedies as it may have for any subsequent breach of this Agreement.
17. **Severability** - Whenever possible, each provision of this Agreement 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 this Agreement 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 this Agreement or such related document.
18. **Entire Agreement** – This Agreement, along with Appendix A and all referenced documents together 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. This Agreement shall not be amended or modified except by written agreement of the parties. No provision of this Agreement shall be construed as modifying the provisions of any other agreement between Subscriber and Intergraph. Terms and Conditions stated on a Subscriber purchase order will not override this Agreement.

19. **Approval Signatures** -- By signing below, the following individuals hereby represent that they have legal authority to obligate and do hereby obligate their respective entities to this Agreement.

<Subscriber>

Intergraph Government Solutions Corporation

Approved by:

Approved by:

Authorized Subscriber Representative

Authorized Intergraph Representative

Printed Name

Printed Name

Title

Title

Date

Date

APPENDIX A

SITE SUBSCRIPTION PRICING

A. Site Subscription Term (check one):

- One Year
- Two Years
- Three Years

B. Usage Interval (check one corresponding to the Term chosen above):

- For One Year Term:** Six (6) month Usage Intervals
 One (1) year Usage Interval

- For Two Year Term:** Six (6) month Usage Intervals
 One (1) year Usage Intervals
 Two (2) year Usage Interval

- For Three Year Term:** Six (6) month Usage Intervals
 One (1) year Usage Intervals
 Eighteen (18) month Usage Intervals
 Three (3) year Usage Interval

C. Subscriber Sites included in this Agreement (please list each Site):

D. List of Software and estimated quantities of licenses of each for initial Usage Interval (please list each product and estimated quantity of licenses for each Software product desired):

Software Name

Estimated Quantity of Licenses

E. Excess Licenses Percentage: Subscriber shall be provided Excess Licenses for each Software product listed in D. above at a standard rate of **fifteen percent (15%)** over the estimated quantities listed. If Subscriber desires a percentage of Excess Licenses of more than fifteen percent (15%), then the Excess License percentage shall be considered as a Pricing Factor for this Agreement and shall be identified here as follows:

Excess License Percentage (only identify if a percentage greater than 15% is desired): _____%

F. Total Subscription Price for the designated Term: \$ _____

(NOTE: SUBSCRIPTION PRICE IS SUBJECT TO INCREASE IF ANY OF THE FOLLOWING CHANGE: PRODUCT MIX, INCREASE NUMBER OF LICENSES USED, ADD SITES)

G. Payment Schedule:

If the Subscription Price does not increase, the following payment schedule shall apply:

Amount due each year of this Agreement: \$ _____

H. Existing Licenses:

- During the Term of this Agreement, Subscriber chooses to carry maintenance on Existing Licenses of Software products that are included in part D. above, as amended. By marking this option and signing this Agreement, Subscriber agrees to keep current the maintenance on all Existing Licenses and to accept any quotes submitted by Intergraph to Subscriber for this purpose.
- During the Term of this Agreement, Subscriber chooses to discontinue or to not add maintenance on Existing Licenses of Software products that are included in part D. above. In consideration of the right to not purchase maintenance on Existing Licenses, By marking this option and signing this Agreement, Subscriber hereby agrees to relinquish all use of the Existing Licenses during the Term of this Agreement. Subscriber shall also be required to submit a relinquish form for the license authentication codes of Existing Licenses.

APPENDIX B

AVAILABLE SOFTWARE PRODUCTS

(insert list of all products available for this Subscriber to choose from)