



# INVOICE 16818 \*19

DATE  
7/15/2008

Bill To:  
City of Milpitas  
1265 N. Milpitas  
Milpitas CA 95035

Ship To: PAGE: 1  
City of Milpitas  
1265 N. Milpitas  
Milpitas CA 95035

PURCHASE ORDER NO.	CUSTOMER	SALES ID	SHIPPING METHOD	PAID BY / TERMS	HEADLINE DATE	MASTER NUMBER
	MILPITAS			Due upon receipt		
QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	TOTAL PRICE
1	4300-60	Customer Support - 9/1/08-8/31/09	Ea	\$0.00	\$92,513.69	\$92,513.69

PLEASE NOTE REMIT TO ADDRESS CHANGE

TriTech Software Systems  
Post Office Box # 671392  
Dallas, TX 75267-1392

Subtotal	\$92,513.69
Tax	\$0.00
Freight	\$0.00
<b>Total</b>	<b>\$92,513.69</b>

*Thank You*



July 1, 2008

City of Milpitas  
1265 N. Milpitas  
Milpitas, CA. 95035  
Attn Mary Gossman

## **Renewal of Software Support Agreement**

This letter is an important notice to renew your Software Support Agreement for your TriTech System, which is due to expire on August 31, 2008. The renewal of the Software Support Agreement will allow you to continue to take advantage of the software support and maintenance services provided by TriTech Software Systems and allow you to receive upgrades to your TriTech System.

Please complete and sign this Support Renewal Agreement and return it to TriTech along with your payment to assure uninterrupted software support and maintenance services coverage. Action on this Support Renewal Agreement is time sensitive; services to support your system will not be provided if you have not paid your Support Renewal Fee by the Expiration date of your Software Support Agreement.

### **TriTech Support Services Renewal Agreement Amendment**

Client agrees to renew its Software Support Agreement dated August 1997, the terms of which are incorporated by reference herein as though set forth in full, and according to the terms and conditions included herein. Except as modified herein, all other terms and conditions of the Software Support Agreement shall remain in full force and effect. With respect to the content herein, in the event of any conflict between this Software Support Renewal Agreement Amendment and the Software Support Agreement, the terms of this Software Support Renewal Agreement Amendment shall control. This Support Renewal Agreement Amendment and applicable support fees must be signed, paid and returned by September 1, 2008 to avoid any interruptions in the software support and maintenance services provided by TriTech. Payment of \$92,513.69 for this period is due by September 1, 2008.

### **Consumer Price Index Adjustment**

For support renewals that go into effect within calendar year 2008, the support renewal fee has been increased by the consumer price index (CPI) rate of 2.22%.

Note: Escrow, ESRI and GDT Fees are calculated separately and added to your annual support fee.

### **Payment**

For your convenience, we have enclosed an invoice for the full amount of the TriTech Support Services Renewal Fees covering a 12 month period beginning September 1, 2008-August 31, 2009. If you have any questions, please contact your Client Account Manager at 858-799-7000.

The Support Renewal Agreement for TriTech Support Services is based upon the following TriTech Software licenses:

Milpitas

Product Name	Notes	# of Licenses	Cost per License	Total License Cost	Support Term 9/1/08 - 8/31/09
Interfaces to CLETS/SLETS/NCIC		1	15,000.00	15,000.00	3,239.86
Standard Alpha-Numeric Paging Interface License		1	9,000.00	9,000.00	1,943.92
Standard E-9-1-1 With TDD Interface License		1	20,000.00	20,000.00	4,319.82
VisiCAD Archive License Data Purging & SQL Replication		1	20,000.00	20,000.00	4,319.82
VisiCAD B O L O License		1	5,000.00	5,000.00	1,079.95
VisiCAD Command Public Safety Database Server License		1	30,000.00	30,000.00	6,479.73
VisiCAD Command Public Safety Full-User License		6	12,000.00	72,000.00	15,551.34
VisiCAD Live Routing License		1	15,000.00	15,000.00	3,239.86
VisiCAD Mapimport Utility		1	20,000.00	20,000.00	4,319.82
VisiNet Mobile Applications Server License		1	50,000.00	50,000.00	10,799.54
VisiNet mobile Client License		50	690.00	34,500.00	7,451.68
VisiNet Mobile Mapping Client License		50	300.00	15,000.00	3,239.86
WebView Site License Level 1		1	20,000.00	20,000.00	4,319.82
WebView Site License Server License		1	25,000.00	25,000.00	5,399.77
Zetron Station Alert/Printer Interface License (Centralized)		1	30,000.00	30,000.00	6,479.73
Added Licenses				0.00	0.00
Standard VisiCAD to CAD Interface License	[a]	1	25,000.00	25,000.00	6,875.00
Alertline Base Module License	[b]	1	13,750.00	13,750.00	2,520.83
Alertline Additional Modules	[b]	2	2,000.00	4,000.00	733.33
				0.00	0.00
<b>Total Support Base Cost:</b>				<b>516,250.00</b>	

Total License Renewal Fee: 92,313.69  
 GDT Fee [1]: 200.00  
 Escrow Fee: 0.00  
 Other [See Note]: 0.00

**Total Adjusted License Renewal Fee: 92,513.69**

NOTES:

- [a] support term 15 months support paid 5/1/07-4/31/08
- [b] Support paid 5/1/08-11/1/08 prorate support 10 months

As a part of your support renewal, you will receive one (1) free conference admission to the 2008 VisiCon User's Conference. Travel and expenses are not included.

ACCEPTED AND AGREED:

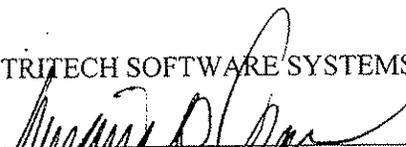
Signature

Printed Name

Title

Date

TRITECH SOFTWARE SYSTEMS

  
 Michael D. Nabors

Vice President of Client Services

**TriTech Support Services Renewal – Options**

Please include (check options) the following options into the costs of the Support Renewal Agreement. The costs for selected options will be added to the final cost of the Support Renewal Agreement and reflected in a revised invoice. Early payment options, either discount on renewal fees or quarterly payments, do not apply to any of the following options.

- Annual membership fee (\$150) for your organization with the TriTech International User's Group (an independent non-profit organization of TriTech Clients). Note: TriTech collects this fee and forwards the full amount directly it to the International User's Group.
  
- Please add \_\_\_\_ TriTech Annual VisiCon User Conference pre-registration fees into the Support Renewal Fee at USD\$595.00 per person (\$595 is the early-bird registration fee).
  
- Please add airfare and hotel charges for each attendee to attend the annual TriTech VisiCon User Conference to the Support Renewal Fee. In order for TriTech to provide a quote, TriTech must be informed of the location where travel will begin for each individual and dates when travel will occur. TriTech will not be responsible for any expenses beyond airfare and hotel. Any unused funds will be credited to the Client.
  
- Please include a Maintenance Pool in the amount of USD\$ \_\_\_\_\_ to the Support Renewal Fee. The Maintenance Pool can only be utilized upon authorization from the Client for non-covered support services, hardware upgrades, operating system or database upgrades, and for TriTech Software modules or services. Payment will be as follows:
  - o \_\_\_\_ Include the Maintenance Pool cost in the Support Renewal Fee and maintain any applicable credits on Client's TriTech Account.
  - o \_\_\_\_ Include the Maintenance Pool cost in the overall Support Renewal Fee, but invoice the Client individually for the authorized services.
  
- Please include a quote for adding the following to the Support Renewal Agreement:

\_\_\_\_\_  
\_\_\_\_\_

Completed By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title                      Date



RECEIVED

MAY 30 2008

1 Antares Drive, Suite 400  
Ottawa, Ontario Canada K2E 8C4  
Phone: (613)226-5511 FAX: (613)226-3377

ACCOUNTS PAYABLE

Invoice	MN00000845
Date	5/26/2008
Page	1

Bill To:

Ship To:

City of Milpitas  
Attention: Flora Tzeng  
455 E. Calaveras Blvd  
Milpitas CA 95035

City of Milpitas  
Attention: Flora Tzeng  
455 E. Calaveras Blvd  
Milpitas CA 95035

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms
	MILP		LOCAL DELIVERY	Net 30

Ordered	Item Number	Description	Unit Price	Ext. Price
1.00	NOTE	Annual Support; 07/01/08 - 6/30/09	\$0.00	\$0.00
1.00	MAINTENANCE	Cayenta Utilities	\$20,933.41	\$20,933.41
1.00	MAINTENANCE	Accounts Payable	\$8,675.14	\$8,675.14
1.00	MAINTENANCE	Accounts Receivable	\$11,360.30	\$11,360.30
1.00	MAINTENANCE	General Ledger	\$14,272.67	\$14,272.67
1.00	MAINTENANCE	Project Accounting	\$3,614.64	\$3,614.64
1.00	MAINTENANCE	Human Resources	\$12,599.60	\$12,599.60
1.00	MAINTENANCE	Payroll	\$12,599.60	\$12,599.60
1.00	MAINTENANCE	Purchase Orders	\$8,675.14	\$8,675.14
1.00	3RD PARTY	Uniface	\$1,458.65	\$1,458.65

100-112-4241  
100-112-4241

EXCLUDES STATE, LOCAL AND FEDERAL TAXES. THESE ARE DUE AND PAYABLE BY THE CUSTOMER WHERE APPLICABLE

Subtotal	\$94,189.15
Misc	\$0.00
Tax	\$7,770.64
Freight	\$0.00
Trade Discount	\$0.00
Total	\$101,959.79



# Software / Hardware Maintenance Agreement **RENEWAL**

**Document and Data Management Solutions**

197 East Hamilton Avenue  
Campbell, CA 95008  
Phone: 800.233.5006 Fax: 408.866.4803

**Send Invoices To:**

**Client:** City of Milpitas  
**Attn:** David Bialczak  
**Address:** 1265 N. Milpitas Blvd.  
**City, State, Zip:** Milpitas, CA 95035  
**Phone:** (408) 586-2707

**Software / Hardware Location:**

**Client:** City of Milpitas  
**Attn:** David Bialczak  
**Address:** 1265 N. Milpitas Blvd.  
**City, State, Zip:** Milpitas, CA 95035  
**Phone:** (408) 586-2707

Customer ID	Salesperson	Purchase Order #	Invoice #
CM6288	Jim Detrick		

Qty.	Product Description	Service Level	Start Date	End Date	Unit Cost	Ext. Cost
35	EMC Documentum AX/WX Concurrent Connections (Live System Licenses)	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$289.00	\$10,115.00
1	EMC Documentum AX/WX Concurrent Connection (PAWS System License)	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$570.00	\$570.00
1	EMC Documentum Web Access – Public Access License (50 – 74 License Tier)	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$5,700.00	\$5,700.00
1	EMC Documentum OCR Server	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$380.00	\$380.00
1	EMC Documentum ProIndex Full Text Server	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$570.00	\$570.00
2	EMC Documentum ProIndex Full Text Client	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$38.00	\$76.00
1	EMC Documentum Media Distribution Perpetual License	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$570.00	\$570.00
2	Kofax Image Products Ascent Capture (25K image/month volume license)	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$594.00	\$1,188.00

Continued



# Software / Hardware Maintenance Agreement **RENEWAL**

**Document and Data Management Solutions**

197 East Hamilton Avenue  
Campbell, CA 95008  
Phone: 800.233.5006 Fax: 408.866.4803

**Send Invoices To:**

**Client:** City of Milpitas  
**Attn:** David Bialczak  
**Address:** 1265 N. Milpitas Blvd.  
**City, State, Zip:** Milpitas, CA 95035  
**Phone:** (408) 586-2707

**Software / Hardware Location:**

**Client:** City of Milpitas  
**Attn:** David Bialczak  
**Address:** 1265 N. Milpitas Blvd.  
**City, State, Zip:** Milpitas, CA 95035  
**Phone:** (408) 586-2707

Customer ID	Salesperson	Customer PO #	Peelle Invoice #
CM6288	Jim Detrick		

Qty.	Product Description	Service Level	Start Date	End Date	Unit Cost	Ext. Cost
1	Fujitsu Fi-4220C Document Scanner S/N: 607369	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$159.00	\$159.00
2	Fujitsu fi-5750C VRS Scanner S/N: 010447PW & S/N 010441	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$1,195.00	\$2,390.00
1	Kofax Image Products AC Volume 25K/Mo. S/N: SB36741	Monday – Friday 8:00am 5:00pm PST	6/29/2008	6/28/2009	\$1,195.00	\$1,195.00
1	Kofax Image Products AC Volume 25K/Mo. S/N SB36741	Monday – Friday 8:00am 5:00pm PST	6/01/2009	6/28/2009	\$49.00	\$49.00
<b>Total:</b>						
<b>Notes:</b> The annual maintenance/support cost for the EMC Documentum and Kofax software products include software updates. On-site software support will be billed at the rate of \$175.00 per hour, portal to portal, with a two-hour minimum charge.						\$22,962.00

Please acknowledge your acceptance with a signed copy of the Maintenance Agreement and your purchase order. Faxed copies are acceptable and may be faxed directly to the Contract Administration Department at 408.866.4803.

Renee –Contract Administrator      6/25/2008  
\_\_\_\_\_  
Authorized Peelle Representative/Title      Date

\_\_\_\_\_  
Authorized Client Representative/Title      Date

## AGREEMENT TERMS AND CONDITIONS

Included are the Terms and Conditions under which Peelle Technologies, Inc. (hereafter referred to as Peelle) will provide software and/or hardware maintenance/support services for the products listed within this Software/Hardware Maintenance Agreement (hereafter referred to as Agreement).

**1) Software Maintenance/Support Services:** Peelle will supply the following software maintenance/support services:

- (a) Peelle shall provide all necessary telephone support for reporting and resolving problems with the software products covered by this Agreement, and shall be available to receive notification by the Customer of any software problem. The Customer must provide adequate information and documentation to enable Peelle to recreate the reported problem. If it is determined that there is no problem with the software products, Peelle will so inform the Customer and, in such case, Peelle reserves the right to charge the Customer for the services provided at Peelle's then current standard rates plus reasonable associated expenses. Notwithstanding the provisions of this section, Peelle makes no warranties that the maintenance/support provided hereunder will be successful in resolving any problems or in diagnosing faults.
- (b) All software releases/updates made available by the software manufacturer during the term of this Agreement.

Service is available by calling 800-233-5006 or via the Internet at support@peelletech.com. Unless otherwise specified on page one (2) of this Agreement, Peelle agrees to use reasonable efforts to respond to the Customer's service request within four (4) hours of receipt of notification. In the first instance, Peelle shall attempt to diagnose the reported problem via telephone, e-mail and/or remote access and, if considered appropriate, shall attempt to resolve the reported problem by requesting that the Customer perform any required/standard operational maintenance or simple adjustments which the Customer can reasonably be expected to conduct. If the reported problem is not resolved via telephone, e-mail and/or remote access, Peelle shall arrange for a system engineer to visit the Customer's site during Peelle's normal business hours, which are defined as the hours between 8:00 a.m. and 5:00 p.m. PST, Monday through Friday (excluding Peelle company holidays). On-site service will be provided at Peelle's then current standard rates plus reasonable associated expenses.

**2) Hardware Maintenance/Support Services:** Peelle will supply the following hardware maintenance/support services:

- (a) All parts, labor and materials necessary to maintain products covered by this Agreement.

Service is available by calling 800-233-5006 or via the Internet at support@peelletech.com. Unless otherwise specified on page one (2) of this Agreement, Peelle agrees to use reasonable efforts to respond to the Customer's service request within twenty-four (24) hours of receipt of notification and services will be performed during Peelle's normal business hours. Normal business hours are defined as the hours between 8:00 a.m. and 5:00 p.m. PST, Monday through Friday (excluding Peelle company holidays).

**3) Charges:** Customer will pay all applicable taxes and the amount shown within thirty (30) days. Interest payment of 1.5% compounded monthly shall be added to those invoices not paid within thirty (30) days of invoiced date.

**4) Customer Responsibility:** Customer is responsible for:

- (a) Notifying Peelle in advance of any material changes to the supported system's components, including, but not limited to, the system's network, server/workstation hardware, operating system or security configuration.
- (b) Having a valid backup of data at all times to maintain original operating system, data and application software.
- (c) Promptly notifying Peelle of any need for service and making product(s) available to Peelle engineers.
- (d) Running diagnostic tests on all non-supported system components (network, server/workstation hardware, operating system or security configuration) before having a product serviced under this Agreement.

**5) Limitations of Service:** Maintenance/support services provided under this Agreement do not include:

- (a) Cost of bringing product(s) to operational status prior to placing them under maintenance.
- (b) Costs related to the off or on-site implementation (including, but not limited to installation, configuration and training services) of software updates made available by the software manufacturer during the term of this Agreement.
- (c) Costs related to the resolution of software problems caused by unapproved changes to the supported system's network, server/workstation hardware, operating system or security configuration.
- (d) Repair of damage caused by; accidents, natural disaster, improper use, damage during transportation/relocation by Customer, work performed on software/hardware by personnel other than Peelle employees/subcontractors, causes beyond Peelle's control.
- (e) Furnishing consumable supplies or accessories as specified by the manufacturer.
- (f) Hardware with missing or altered serial numbers.
- (g) Repair of damage or increase in service time caused by the use of the product for purpose other than for which it was designed or beyond the manufacturer's specifications.

If services are required due to the above causes, Peelle will provide services at Peelle's then current standard service rates.

**6) Renewal:** This Agreement shall be in effect beginning on the Start Date as noted on page one (1). Thereafter, this Agreement shall automatically renew under the same terms and conditions for successive twelve (12) month terms.

**7) Cancellation:** Customer may terminate this agreement for any reason with thirty (30) days written notice prior to the renewal anniversary date. Peelle may terminate this Agreement at any time for any reason with thirty (30) days written notice. Peelle will issue a prorated credit for any remaining prepaid agreement coverage.

**8) Rate Changes:** The maintenance/support rates stated within this Agreement will not change during the effective dates specified for this Agreement. All rates are adjustable after the Agreement expiration date. All charges are due and payable in advance of the Agreement Start Date.

**9) Entire Agreement:** Customer acknowledges that he/she has read this Agreement, understands it and agrees to be bound by Peelle's terms and conditions. Further, Customer acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposal or prior agreement, oral or written.

**10) Limitation of Liability:** Customer must provide Peelle with notice of claims of damage, improper service, or lawsuit within thirty (30) days of service. Peelle will only be liable for the amount of the payment which has already been paid to Peelle for the service in question.



Quote #1-4BU1BB

Period of Performance: 07/01/2008 through 06/30/2009

Customer: Milpitas CA City Of  
 Attn: Alan Rich  
 Information Services  
 1265 North Milpitas Boulevard  
 Milpitas, CA 95035

Billing Address: Milpitas CA City Of  
 Attn: Accounts Payable  
 Finance Department  
 455 East Calaveras Boulevard  
 Milpitas, CA 95035

Quotation

SW Maint \$12,468.00  
 Total Service Cost \* \$12,468.00

Billing Terms: FULLADV

All services provided here under are subject to the attached Terms & Conditions (T's & C's) of SG&I Hardware (ISG) and/or Software Maintenance Service Contract. Execution of this Service Quotation shall be deemed acceptance of Intergraph's T's & C's. This quotation shall remain valid and all prices quoted herein shall remain firm for a period of ninety (90) days from the quotation issue date. \* Total is exclusive of any applicable sales tax.

THIS IS NOT AN INVOICE

Offered By: Intergraph Corporation  
 Security, Government & Infrastructure  
 (SG&I) Division

Accepted By: \_\_\_\_\_

Name: *Ashley Walsh*  
 Ashley Walsh

Name: \_\_\_\_\_

Telephone #: 2567307512  
 Maintenance Contract Administrator

Title: \_\_\_\_\_

Email: ashley.walsh@intergraph.com

Telephone #: \_\_\_\_\_

Date: 3/25/2008

Email: \_\_\_\_\_

Fax #: 1-256-730-5641

Date: \_\_\_\_\_



Security, Government and Infrastructure

PO#: TBD

Performance Period: 07/01/2008 Through 06/30/2009



Milpitas CA City Of

Account Nbr: MDC-385

Quote: 1-4BU1BB - City of Milpitas CA SW

Bill To:

Milpitas CA City Of  
Attn: Accounts Payable  
Finance Department  
455 East Calaveras Boulevard  
Milpitas, CA 95035  
USA

Ship To:

Milpitas CA City Of  
Attn: Alan Rich  
Information Services  
1265 North Milpitas Boulevard  
Milpitas, CA 95035  
USA

Ln	Base Part	Description	Serial	Begin	End	SVC	Coverage	Mths	Qty	Mth Cost	Total Cost
<b>Site Number: 00092501</b>											
1	SJBX509AA-A	GeoMedia - CC	144CIIQ00092501	07/01/2008	06/30/2009	PRM	Ph Supp with Upg's	12	1	\$39.00	\$468.00
2	SJBX690AA-A	GeoMedia Professional - Concurrent	144CIIQ00092501	07/01/2008	06/30/2009	PRM	Ph Supp with Upg's	12	5	\$138.00	\$8,280.00
3	SJCC678AABA	GEOMEDIA WebMap - Small Scale Site	0018173S00092501	07/01/2008	06/30/2009	PRM	Ph Supp with Upg's	12	1	\$155.00	\$1,860.00
4	SJCC678AABA	GEOMEDIA WebMap - Small Scale Site	0019837500092501	07/01/2008	06/30/2009	PRM	Ph Supp with Upg's	12	1	\$155.00	\$1,860.00
SubTotal for Site Number 00092501										\$12,468.00	

Misc Charges \$0.00  
 Taxes \$0.00  
**Grand Total \$12,468.00**



**Instructions:** 1) Enter your name, e-mail and/or phone number below in case there are questions. 2) Strike through any contacts who you would like to make inactive on your Intergraph maintenance contract account. **do not delete from this list.** Inactive means either that the contact is no longer employed with your Company or that you do not authorize them to be associated with your Intergraph maintenance contract. Please note that some contacts may be associated with your Accounts Payable department and should remain as a contact if they still serve in that function. 3) Place an asterisk "\*" beside the last name of the person who is the main contact and 4) place two asterisks "\*\*" beside the name of the alternate contact. We will need the primary and alternative contact information: phone and/or e-mail.

Your Name:

Your e-mail:

Your phone number:

**YES or NO** Intergraph is authorized to take service calls and/or requests for maintenance contract purposes from anyone representing themselves as an employee, contractor or subcontractor for your Company.

### Contact List Update Request

Account Number	MDC-385	Account Name	Milpitas CA City Of										
e-Service Login	Mr/Ms	First Name	Last Name	Job Title	Work Phone #	Mobile Phone #	Email	Status	Account	City	State	Zip Code	Country
N		Armando	Corpus	Sergeant - Mail	(408) 586-2505		rmaharaj@ci.milpitas.ca.gov	Active	Milpitas CA City Of	Milpitas	CA	95035	USA
N		Raj	Maharaj		(408) 586-2505		rmaharaj@ci.milpitas.ca.gov	Active	Milpitas CA City Of	Milpitas	CA	95035	USA
N		Ferenc	Medan		(408) 836-0212		gis_intem@ci.milpitas.ca.gov		Milpitas CA City Of	Milpitas	CA	95035	USA
N		Daniel	Mujtaba		(408) 586-2712		dnam@ci.milpitas.ca.gov		Milpitas CA City Of	Milpitas	CA	95035	USA
Y	Mr.	Alan	Rich		(408) 586-2713		arich@ci.milpitas.ca.gov		Milpitas CA City Of	Milpitas	CA	95035	USA
N		Barbara	Sieg		(408) 586-2713		gis_intem@ci.milpitas.ca.gov		Milpitas CA City Of	Milpitas	CA	95035	USA
N		John	Thomson		(408) 586-2718		gis_intem@ci.milpitas.ca.gov	Active	Milpitas CA City Of	Milpitas	CA	95035	USA
N	Mr.	Nick	Wolf		(408) 586-2717		nwolf@ci.milpitas.ca.gov		Milpitas CA City Of	Milpitas	CA	95035	USA

Please return to [sgimaintcont@intergraph.com](mailto:sgimaintcont@intergraph.com) or [bjyerdon@ingr.com](mailto:bjyerdon@ingr.com).  
 If you would like to discuss further, please contact Carol DeFlore at 256-730-6750 or via email at [carol.defiore@intergraph.com](mailto:carol.defiore@intergraph.com)



## SECURITY, GOVERNMENT & INFRASTRUCTURE U.S. MAINTENANCE TERMS AND CONDITIONS

### 1.0 DEFINITIONS

1.1 "Agreement" means the agreement between Customer and Intergraph that is created by Customer accepting the Quote, which references and is subject to, the Terms and Conditions. The Customer-accepted Quote and the Terms and Conditions make up the Agreement between Customer and Intergraph.

1.2 "Customer" means the entity or person desiring to purchase maintenance services.

1.3 "Intergraph" means the Security, Government & Infrastructure (SG&I) division of Intergraph Corporation.

1.4 "Coverage Period" means the Agreement period of performance as designated on the Quote(s).

1.5 "Covered Products" means the hardware and/or software products listed on the Quote for which Services are to be provided by Intergraph. Covered Products shall also include additional copies of a software product that are already covered by the Agreement and that are purchased by Customer during the Coverage Period. Covered Products may include products of Security, Government & Infrastructure, as well as Third Party Products, as defined below.

1.6 "Quote" means a quotation for Services submitted to Customer by Intergraph. A Quote may be the quotation issued by the Customer Services Center, but may also be the maintenance quotation submitted to Customer along with a product quotation.

1.7 "Scope of Work" means the specific maintenance services contracted by Customer and to be performed by Intergraph, as described in section 6.0 herein or by a separately executed document.

1.8 "Services" means the maintenance services for Covered Products that are further described in the Scope of Work in section 6.0.

1.9 "Terms and Conditions" means these terms and conditions that, together with the Quote accepted by Customer, comprise the Agreement between Customer and Intergraph for the Services.

1.10 "Third Party Products" means the hardware or software products of any division of Intergraph Corporation other than Security, Government & Infrastructure and/or of an entity other than Intergraph Corporation.

1.11 "Upgrade(s)" means the subsequent releases to applicable software products covered under the Agreement.

### 2.0 AUTHORIZATION AND PERFORMANCE

By accepting the Quote issued by Intergraph and paying all charges listed in the Quote, Customer thereby authorizes Intergraph to provide the Services for Covered Products during the Coverage Period specified on the Quote, and thereby agrees to these Terms and Conditions. Such Services will be provided in accordance with the Scope of Work as specified in Section 6.0, or if applicable, a separately executed Scope of Work. Approximately sixty (60) days prior to the Agreement expiration date, Intergraph will submit to the Customer a renewal Quote that includes pricing for the Services during the subsequent Coverage Period. Coverage is not terminated unless Customer provides notification at least thirty (30) days prior to the current Agreement's expiration date. If Customer desires to change coverage for the renewal Coverage Period, Customer should notify Intergraph and obtain a revised renewal Quote that reflects Customer's wishes, provided such changes are not in violation of these Terms and Conditions.

### 3.0 ADDITIONS AND MULTIPLE LICENSES

#### 3.1 Additions to Agreement

In the event Customer purchases additional hardware or software from Intergraph during the term of this Agreement and does not also purchase maintenance for those items at the time of purchase, Intergraph will notify the Customer by submitting, in writing, another Quote that reflects the additional items, effective date(s) of service, and charges for those items, pursuant to these Terms and Conditions.

Customer shall purchase maintenance coverage on all additions of software licenses to a site obtained via software license transfer. Software license transfers shall be in accordance with the

End-User License Agreement and Limited Product Warranty for Intergraph Corporation Software Product(s) delivered with the software product and the current Software Transfer Policy, which is available upon request.

### **3.2 Multiple or Interdependent Licenses**

Maintenance may not be declined for individual software licenses of a software product for which Customer has multiple copies under maintenance at one site or for software licenses that are being used interdependently at a single site.

## **4.0 CHANGES AND TERMINATION**

### **4.1 Changes**

The Agreement may be changed or modified in one of the following ways:

- (a) Intergraph provides a thirty (30) day written notice during the Coverage Period of its intent to remove any individual Covered Products from this Agreement.
- (b) Customer may remove Covered Products only at Agreement renewal. Maintenance may not be terminated for individual software licenses of a software product for which Customer has multiple copies under maintenance at one site or for software licenses that are being used interdependently at a single site.
- (c) Any other changes or modifications must be by mutual agreement.

### **4.2 Termination**

This Agreement may be terminated prior to its expiration in the following ways:

- (a) Customer or Intergraph provides a written notice of intent to terminate. This Agreement shall terminate thirty (30) days after the receipt of the notice. See Section 5.4 regarding consequences of termination by Customer.
- (b) A new Agreement between Customer and Intergraph is signed into effect for similar service.
- (c) If either party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for either party's business, or the Customer fails to pay Intergraph any amount when due hereunder.

## **5.0 CHARGES**

**Maintenance services are not eligible for discounts.**

### **5.1 Payment**

Annual charges are due net thirty (30) days upon receipt of invoice. Customers who have not paid the annual charges may not be rendered Services or receive Upgrades until the charges are paid in full at the discretion of Intergraph. The start of the Coverage Period shall not be postponed due to delayed payment of the annual charges. The Agreement shall be considered as beginning on the first day of the month that the Agreement becomes effective. Charges for products added during a Coverage Period to an Agreement shall be prorated to the remaining months of the Coverage Period, in whole month increments only, and such charges shall be due and payable in full upon receipt of invoice.

### **5.2 Past Due Accounts**

**INTERGRAPH RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE.**

### **5.3 Consequences of Customer Termination**

The effective date of termination ("Termination Effective Date") shall be the date that Intergraph receives proper notice of termination from the Customer. Intergraph will refund the Customer for any whole months charges of the Covered Products, but excluding charges for any Third Party Products, beginning with the first full month after Termination Effective Date. If spare parts were on order by Intergraph, in the course of providing contracted hardware service for Customer, at the time the Customer terminates the Agreement, Intergraph shall invoice the Customer for the purchase price of the parts, including any applicable shipping or other allocable expenses incurred by Intergraph, which Customer agrees to pay.

### **5.4 Lapse in Software Maintenance Coverage**

Software reinstatement fees will be applicable if there is a lapse in maintenance service. Intergraph will provide a Quote for reinstatement of maintenance upon request.

## **6.0 SCOPE OF WORK**

The Scope of Work addresses Services to be provided for Covered Products. Section 6.1 addresses Services offerings exclusive to hardware. Section 6.2 addresses Services offerings applicable to software. The Per-Call Services specified in Section 6.3 are applicable to all service offerings addressed in the Scope of Work.

## **6.1 Hardware Service**

"Equipment" includes any and all individual items of hardware assembled as a system and itemized on the Quote.

### **6.1.1 Basic Maintenance Charge (BMC)**

BMC provides full hardware system support following the warranty period. Standard service does not include operating system support or a repair time guarantee. Intergraph will make best efforts to have a repair technician at the customer's site within two (2) business days of determining that a site visit is required to make a repair. Planned maintenance will be performed at a time mutually acceptable to the Customer and Intergraph.

Telephone support will be provided to the Customer during the principal period of maintenance (PPM) which is defined as 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding Intergraph-observed holidays, unless otherwise agreed to by both parties. On-site hardware service guarantees a reasonable effort to respond within the hardware response time noted above, barring circumstances that are beyond the control of Intergraph.

Maintenance of Covered Products hardware will include replacement of parts deemed necessary by Intergraph.

All parts will be furnished on an exchange basis, and items replaced will become the property of Intergraph. Replacement parts may be either new or reconditioned. Intergraph reserves the right to ship customer-installable replacement parts and to substitute like parts. Certain parts that are subject to normal in-use wear and/or breakage are not covered under this maintenance agreement, unless maintenance for the part, when available, is included as a separate line item on the Quote. Examples include, but are not limited to, the Scanner Glass Platen and Glass Platen Photo Carrier, stereo glasses, Mylar digitizer covers and furniture items such as the ImageStation chair.

Neither the Customer, nor any third party person or enterprise, shall perform, or attempt to perform, maintenance or repairs to the Equipment during the Coverage Period without the express written permission of Intergraph or unless requested by Intergraph.

All Equipment must be in operating condition or restored to operating condition to be eligible under the terms of this Agreement. Intergraph reserves the right to exclude Equipment from this Agreement which has been misused or subjected to undue physical or

electrical stress. Equipment that has not been covered under an Intergraph BMC or Intergraph warranty will require inspection and refurbishment at the Customer's expense prior to being eligible for addition to an Intergraph maintenance contract.

Software on the Equipment (including the operating system) must not be upgraded or changed without specific instructions from Intergraph. Support required by Intergraph to restore an item to working order, when the malfunction is due to a non-approved software upgrade or change, is not covered by the BMC.

### **6.1.2 Access To Equipment**

Intergraph shall have full and free access to the Equipment for both planned and remedial maintenance services subject to the Customer's security requirements. Intergraph shall have access to and the use of any machines, attachments, features, or other Equipment necessary to provide the maintenance services, without charge to Intergraph. Should Customer fail to grant Intergraph employees and/or agents access to the Equipment in accordance with this Section, the planned maintenance service will be deemed to have occurred. Any additional on-call maintenance expenses incurred will be charged (portal-to-portal) to the Customer at the then-prevailing Intergraph hardware per-call rates, which are available upon request.

## **6.2 Software Service**

### **6.2.1 Premium Service**

Software support will be provided to the Customer during the hours of 7:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, excluding Intergraph-observed holidays.

Premium Service will include and be limited to the following for Security, Government & Infrastructure software products listed on the Quote as having Premium level support under the Agreement:

- (a) Out-of-the-box functionality support via the Help Desk (telephone or email).
- (b) Access to all published software Upgrades, updates, fixes and enhancements.
- (c) Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.
- (d) Complete problem diagnostic support. This often extends to data related problems that have nothing to do with Intergraph software issues. It should be noted that when Intergraph solves a

data related problem, it will provide the instructions for solving the problem to the customer but not the actual solution. For example, if a customer has difficulty in performing a bundle adjustment due to a data problem, Intergraph will instruct the customer on the proper steps to solve the problem, but will not, in general, provide the results of the adjustment.

Support services are limited to the specific Security, Government & Infrastructure products listed on the Quote and functioning on the appropriate Intergraph-supported operating system.

Intergraph will provide Upgrades, when made available by Intergraph, for which Premium Service has been purchased.

**Premium Service may not be available for all software products.** Premium Service is only available for the current version and the one version prior to the current version of a particular Security, Government & Infrastructure software product.

#### **6.2.2 Advantage Service**

Software support will be provided to the Customer during the hours of 7:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, excluding Intergraph-observed holidays.

Advantage Service will include and be limited to the following for Security, Government & Infrastructure software products listed on the Quote as having Advantage level support under the Agreement:

- (a) Out-of-the-box functionality support via the Help Desk (telephone or email).
- (b) Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.

Support services are limited to the specific Security, Government & Infrastructure products listed on the Quote and functioning on the appropriate Intergraph-supported operating system.

**Advantage Service does not provide the Customer with Upgrades or new releases to any software.**

**Advantage Service may not be available for all software products.**

#### **6.2.3 Support of Third Party Software**

Support and upgrades of Third Party Products software shall be provided in the fashion and to the extent that Intergraph is authorized to provide such by the third party manufacturer of the software. It is expected, however, that at a minimum, Intergraph

shall provide support via the Help Desk (telephone or email) for all Third Party Products software listed on the Quote. Additional levels of support, if required, may be provided by Intergraph or the third party, as applicable.

#### **6.3 Per-Call Service**

Any service call required as a result of Excluded Services (Section 7.0) is considered Per-Call Service. Intergraph will provide a quote to the customer upon request for Per-Call Service.

Planned maintenance will be performed at a time mutually acceptable to the Customer and Intergraph. All parts will be furnished on an exchange basis, and items replaced will become the property of Intergraph.

### **7.0 EXCLUDED SERVICES**

Services and parts provided by Intergraph that are outside the scope of and/or specifically excluded from the Agreement will be invoiced at then prevailing per-call rates (portal to portal).

#### **7.1 Excluded Hardware Services**

Intergraph is not responsible for:

- (a) Maintenance of Equipment that is operated at a site where conditions are outside the Equipment specifications.
- (b) Movement or rearrangement of Equipment after initial installation.
- (c) Any parts, components, or subassemblies installed in or added to Equipment after the Agreement start date without the express written approval of Intergraph.
- (d) Maintenance calls that are necessary due to failure of Equipment not covered in this Agreement.
- (e) Furnishing operating supplies or accessories; painting or refinishing the Equipment or furnishing materials for this purpose, electrical work external to the Equipment; or maintenance of other devices or software not specified on this Agreement.
- (f) Maintenance service (planned or remedial) if:
  - (1) The service is required due to accident, neglect, misuse, negligence, electrical stress, air conditioning, humidity control, transportation, non-Intergraph-supplied communication media Equipment and/or software malfunctions, or causes other than ordinary intended normal use as defined by the manufacturer; or
  - (2) Equipment has been maintained or repaired, or if attempts have been so made by other than Intergraph personnel or its agents without prior

Intergraph approval; or (3) Equipment has been reinstalled at a new location unacceptable to Intergraph.

- (g) If, in Intergraph's opinion, individual items of Equipment under this Agreement cannot be properly or economically repaired on-site due to excess wear or deterioration, or the Equipment has reached the end of normal lifetime or maximum usage levels as defined by the manufacturer, Intergraph may at its discretion recommend refurbishment or replacement. Upon request from the Customer, Intergraph will provide a written estimate of refurbishment charges and the related shipping and insurance charges. Refurbishment will be accomplished on Customer premises if feasible and economically reasonable, otherwise Equipment will be returned to Intergraph or manufacturer for refurbishment. All charges for parts, kits, and labor for refurbishment shall be borne by Customer. An alternate quotation for replacing the Equipment with a refurbished or new unit on a direct exchange basis will be provided by request. Intergraph is not responsible for providing a temporary replacement unit for Customer's use during refurbishment or replacement. Intergraph reserves the right to withdraw maintenance service for a particular item of Equipment if Customer fails to accept the terms and charges for refurbishment or exchange. In the event Intergraph withdraws maintenance for a particular item of Equipment, the charges pertaining to such item of Equipment shall be prorated for the remaining term of this Agreement, and, if prepaid, refunded to Customer.
- (h) At Intergraph's option, warranty and warranty upgrade parts and services may be withheld if a maintenance provider, who is not certified by the OEM hardware vendor, maintains or otherwise services a system under warranty or service contract by Intergraph.
- (i) Product training
- (j) System-level tuning and optimization

#### **7.2 Excluded Software Services**

Support services are limited to specific software products listed on the Quote and 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 Per-Call Service:

- (a) Installation
- (b) Network configuration
- (c) System-level tuning and optimization
- (d) Programming or software development
- (e) Application customization
- (f) Product training

Software Support provided by Intergraph under the Agreement shall not include support calls that are necessary due to failure of software not supplied by Intergraph and not covered in the Agreement.

#### **8.0 CUSTOMER RESPONSIBILITIES**

During the Coverage Period of the Agreement, Customer shall commit to the following:

- (a) Customer is responsible for backing up all systems software, applications, and user data files prior to commencement of any repair services.
- (b) In the event Customer should obtain additional Intergraph software license(s) from an authorized reseller, or by any other manner, Customer agrees to notify Intergraph about the newly acquired software license(s). In response, Intergraph will provide the Customer with an add-on Quote reflecting the effective date of services and charges for the additional software license(s).
- (c) Customer warrants that for all software licenses supported under the Agreement, all like software licenses in the possession of the Customer and located at the site referenced on the Quote are listed on the Quote. If all like software licenses are not listed on the Quote, Customer agrees to notify Intergraph so that Intergraph may issue a revised Quote to the Customer. Customer also warrants that all prerequisite Intergraph software licenses necessary to operate the software supported under the Agreement are listed on the Quote.
- (d) Services provided herein must be utilized only for the quantity of licenses listed on the Quote.

#### **9.0 SERVICES WARRANTIES AND LIMITATION OF LIABILITY**

Product warranties are as provided in the Security, Government & Infrastructure Terms and Conditions of Sale and the End-User License Agreement and Limited Product Warranty for Intergraph Corporation Software Product(s), and/or in other contractual documents, as applicable. The following warranties apply to the Services described in these Terms and Conditions.

### 9.1 Warranties

INTERGRAPH WARRANTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF SERVICE THAT REPAIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT FOR COVERED PRODUCTS SHALL BE CONDUCTED IN A GOOD AND WORKMANLIKE MANNER.

INTERGRAPH WARRANTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF SERVICE THAT, UNDER NORMAL USE, MATERIALS AND SPARES PROVIDED PURSUANT TO THIS AGREEMENT FOR SECURITY, GOVERNMENT & INFRASTRUCTURE HARDWARE SHALL BE FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP. ANY SPARES OR MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT FOR SERVICE OF THIRD PARTY HARDWARE ITEMS SHALL ONLY BE WARRANTED TO THE EXTENT THE SPARES OR MATERIALS ARE WARRANTED BY THE THIRD PARTY HARDWARE MANUFACTURER.

INTERGRAPH DOES NOT WARRANT THAT THE SOFTWARE UPDATES OR MAINTENANCE SERVICES PROVIDED HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES INTERGRAPH WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE. ANY ADDITIONAL WARRANTY OF THIRD PARTY SOFTWARE ITEMS SHALL ONLY BE TO THE EXTENT THE ITEMS ARE WARRANTED BY THE THIRD PARTY SOFTWARE MANUFACTURER.

### 9.2 Disclaimers

THE FOREGOING WARRANTIES ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM.

THE FOREGOING WARRANTIES FOR MAINTENANCE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES OF MAINTENANCE SERVICES, WHETHER EXPRESSED OR IMPLIED. INTERGRAPH DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR

IMPLIED, WITH REGARD TO MAINTENANCE SERVICES SUPPLIED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

### 9.3 Limitation of Liability

INTERGRAPH SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR DIRECT DAMAGES, ARISING OUT OF, OR IN CONNECTION WITH THE FOREGOING WARRANTIES, OR THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, OR LOSS OR CORRUPTION OF DATA. IN NO EVENT SHALL INTERGRAPH BE RESPONSIBLE FOR DAMAGES IN EXCESS OF THE AMOUNT PAID BY CUSTOMER DURING THE PAST TWELVE MONTHS FOR THE SITE(S) REFERENCED IN THE MOST RECENT QUOTE ISSUED BY INTERGRAPH UNDER THIS AGREEMENT AS OF THE DATE OF ANY SUCH WARRANTY CLAIM. THIS AGREEMENT DOES NOT COVER ACTS OF GOD, SUCH AS, BUT NOT LIMITED TO, LIGHTENING, FLOODING, TORNADOS, EARTHQUAKES, HURRICANES OR TERRORISM.

### 10.0 NON-SOLICITATION OF EMPLOYEES

Customer agrees that it will not, without the prior written consent of Intergraph, solicit or hire any Intergraph employee, or induce such employee to leave Intergraph's employment, directly or indirectly, during the term of this Agreement and for a period of twelve (12) months after the Agreement expires or is terminated.

### 11.0 MISCELLANEOUS

#### 11.1 Taxes

All maintenance charges are exclusive of United States and/or any other country's federal, state, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Customer shall be liable for, and shall indemnify and hold Intergraph harmless from and against, any and all Taxes. Taxes shall expressly exclude any United States (i) federal, (ii) state, (iii) municipal, (iv) or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by Intergraph's income, capital and/or assets. The total invoice amount for maintenance charges is subject to increase by the amount of any Taxes which Intergraph is

required to withhold, collect, or pay so that Intergraph receives the full amount of the maintenance charges. Any certificate to exempt the Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

### **11.2 Notices**

Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

### **11.3 Headings**

The various headings in these Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions or any section or provision hereof.

### **11.4 Assignment**

Neither party shall have the right to assign any of its rights nor delegate any of its obligations under the Agreement without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, except that Intergraph may assign its rights and obligations under the Agreement, without the approval of Customer, to an entity which acquires all or substantially all of the assets of Intergraph or of the Intergraph division furnishing services under the Agreement, or to any subsidiary, affiliate or successor in a merger or acquisition of Intergraph.

### **11.5 Interpretation**

The Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the

State of Alabama and shall have been deemed to have been executed in Huntsville, Alabama. The parties agree that any legal action or proceeding relating to the Agreement shall be instituted in the Circuit Court for Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division. 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.

### **11.6 Severability**

Whenever possible, each provision of the 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 the 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 the Agreement or such related document.

### **11.7 No Waiver**

Any failure by either party to enforce performance of the Terms and Conditions of the Agreement shall not constitute a waiver of, or affect said party's right to avail itself of such remedies as it may have for any subsequent breach of the terms of the Agreement.

### **11.8 Subcontracting**

Intergraph reserves the right to provide services as set forth in this Agreement through a subcontract arrangement with a third party maintenance provider.

### **11.9 Entire Agreement**

The Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. The 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 Agreement. The Agreement may not be amended or modified unless done so in writing signed by authorized representatives of both parties.

SG&I 020207



Tiburon, Inc.  
6200 Stoneridge Mall Road  
Suite 400  
Pleasanton, CA 94588  
USA

T: 925.621.2700  
F: 925.621.2799

[www.tiburoninc.com](http://www.tiburoninc.com)

March 17, 2008

Terry Medina  
City of Milpitas  
1265 North Milpitas Blvd.  
Milpitas, CA 95035

Dear Mr. Medina,

The agreement for on-going software support between the City of Milpitas and Tiburon, Inc. expires on June 30, 2008. To be sure that the renewal process is completed prior to this expiration date, I have enclosed the new exhibits that will replace the current exhibits and become part of the agreement effective July 1, 2008.

If you require any changes to the covered software or service options on the enclosed exhibits, please contact your account manager or me at your earliest convenience. My phone number is 925-621-2706.

Also enclosed is the invoice for annual support.

Sincerely,

A handwritten signature in black ink, appearing to read "Loren Hopper".

Loren Hopper  
Contract Administrator

Enclosures

# TIBURON<sup>®</sup> INVOICE

6200 STONERIDGE MALL RD.  
 SUITE 400  
 PLEASANTON, CA 94588  
 (925) 621-2700

PAGE:	1
INVOICE #:	IN 00000968
INVOICE DATE:	07/01/08
DUE DATE:	UPON RECEIPT
CURRENCY:	USD

**BILL TO:**

MILPITAS, CITY OF  
 Terry Medina  
 1265 North Milpitas Boulevard  
 MILPITAS CA 95035  
 United States of America

Software Support & Maintenance: 7/1/08 to 6/30/09

Contract: M81008 Milpitas Maint  
 Customer PO#

-----Description-----	Quantity	Rate	Amount
PRMS	0.00	0.0000	35,276.00
Oracle	0.00	0.0000	6,116.00
	-----		
Total	0.00		41,392.00
	=====		
Final Total	0.00		41,392.00

**Remit Payment To:**

Tiburon, Inc.  
 6200 Stoneridge Mall Road.  
 Suite 400  
 Pleasanton, CA 94588



**EXHIBIT B**  
**TO THE AGREEMENT FOR EXTENDED SERVICE**  
**SCHEDULE OF SERVICES AND CHARGES**

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated March 28, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

**BASIC SERVICES**

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Pacific Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as SS/2000 – Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

**"24/7" SERVICE OPTION**

\$7,000 per year/per system

\_\_\_\_\_  
(initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

**NEW PRODUCTS**

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.

## TECHNICAL SERVICE RATES

### 1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

### 2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

### 3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at \$250 per call. After the first hour, the rate is \$250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is \$50.

### 4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for dial-in service. If CLIENT does not provide this support for dial-in service, the following additional charge will apply:

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 1.