

**SERVICES AGREEMENT (GENERAL)**

Hexagon Software Maintenance Renewals for Period of Performance 7/1/2020 through 6/30/2025

City Agreement No. C2024-585

City Budget Code: 10021400-53210

This Services Agreement (General) for *Hexagon Software Maintenance for Period of Performance 7/1/2020 through 6/30/2025* ("**Agreement**") by and between the City of Napa, a California charter city ("**City**"), and *Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division* ("**Consultant**" or "Hexagon"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

**RECITALS**

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit "A," and generally including the provision to the City of maintenance and support services by Hexagon with respect to the Covered Products.

B. This Agreement is entered into on the basis of the following facts and understandings of the parties to this Agreement:

1. The City purchased Hexagon CAD, I/LEADS (RMS) and Mobile system in 2006. The City is still a Hexagon CAD customer and the CAD system was covered by Hexagon maintenance until 7/1/22;

2. On or before June 29, 2017, Hexagon and the City entered into City of Napa Agreement No. C2017 271 ("3-year Pricing Agreement") to cover Hexagon maintenance and support on the City's computer aided dispatch system. The 3-year Pricing Agreement included Hexagon's Maintenance Terms and Conditions for Software and pricing for maintenance renewals for the performance period 7/1/17-6/30/20, with detailed Quotes showing the Covered Products, including third party maintenance, and pricing during each annual period.

3. Hexagon and the City again renewed the software maintenance on June 29, 2020, for the 7/1/20-6/30/21 period of performance. The City signed Hexagon Quote 1-1Z17QEM and issued P.O. Number P131323 on 7/7/2020 for \$207,052.30, both attached hereto as Exhibit "D".

4. Also in 2020, Hexagon and the City renewed third party software maintenance on August 28, 2020, for the 12/1/20-11/30/21 period of performance. The City signed Hexagon Quote 1-2H93U17 and issued P.O. Number P131679 on 9/1/2020 for \$13,068.48, both attached hereto as Exhibit "E".

5. Hexagon and the City again renewed the software maintenance on June, 29 2021, for the 7/1/21-6/30/22 period of performance. The City signed Hexagon Quote 2021-74145 and issued P.O. Number P133012 on 7/1/2021 for \$217,796.04, both attached hereto as Exhibit "F".

6. Also in 2021, Hexagon and the City renewed third party software maintenance on November 17, 2021, for the 12/1/21-11/30/22 period of performance. The City signed Hexagon Quote 2021-78997 and issued P.O. Number P133847 on 9/1/2021 for \$13,722.24, both attached hereto as Exhibit "G".

7. Hexagon issued the City a Quote for main software renewal, attached hereto as Exhibit "H" in anticipation of the period of performance 7/1/22-6/30/23. Additionally, Hexagon issued the City a renewal Quote for third party software maintenance of the period of performance 12/1/22-11/30/23, attached hereto as Exhibit "I". Hexagon sent follow-up Quotes, but as of the Effective Date a Quote has not been signed nor a purchase order issued.

8. The City and Hexagon have mutually agreed to enter into this Agreement to ratify those maintenance

services performed by Hexagon between July 1, 2020, and June 30, 2022, with funds already paid to Hexagon. Those order details are included herein as Exhibits "D"- "G".

9. Hexagon and the City have mutually agreed to the cost of third-party and Hexagon maintenance services for July 1, 2022 through June 30, 2025 are contained in Exhibit "H".

NOW, THEREFORE, the City hereby engages the services of Hexagon and Hexagon agrees to serve the City in accordance with the terms and conditions set forth herein.

C. Exhibits to the Agreement consist of the following:

Exhibit "A"	Scope of Services and Schedule of Performance
Exhibit "B"	Compensation Rates and Charges
Exhibit "C"	Hexagon Support Terms and Conditions for Software
Exhibit "D"	July 1, 2020- June 30, 2021, Maintenance Order Documents
Exhibit "E"	December 1, 2020- November 30, 2021, Third Party Maintenance Order Documents
Exhibit "F"	July 1, 2021- June 30, 2022, Maintenance Order Documents
Exhibit "G"	December 1, 2021- November 30, 2022, Third Party Maintenance Order Documents
Exhibit "H"	Hexagon Quote 2024-59789 July 1, 2022- June 30, 2025, Maintenance (Hexagon and Third Party) Order Documents

In the event of any conflict or inconsistency between or among this Agreement and other documents that are attached hereto or incorporated herein by reference or both, the terms of this Agreement shall control first, Exhibits "A" and "B" second, the Hexagon Support Terms and Conditions third, and Exhibits "D" through "H" fourth, unless the Parties mutually agree in writing to an alternative decision.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

## 1. SCOPE OF SERVICES.

1.1. Services. Consultant will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, Gus Ulloth, 9-1-1 Communications Manager ("**City's Authorized Representative**").

1.2. Standard of Care. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance Reference Exhibit "C", Section for parameters of time for performance.

## 2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary

to perform the Services, in an amount not to exceed the Rate for Service Per Coverage Year set forth in **Exhibit "B"** attached hereto and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$850,000, without prior written authorization from the City. Provided, however, the Consultant hereby acknowledges and agrees that : (a) the Consultant has previously received full payment from the City for maintenance services performed by the Consultant for Year 1 and Year 2, as identified in Exhibit "B"; and (b) the City will pay Consultant for Years 3, 4 and 5 for services identified in Exhibit "H".

2.2. Invoices. Consultant will submit an itemized invoice to the City's Authorized Representative for the Software Maintenance Support for the coverage period as defined in Exhibit "C". At a minimum, the invoice must identify the City Agreement Number, reference the applicable Hexagon Quotation Number and authorized expenses based on the rates and charges, not to exceed the dollar limits identified in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns Tammy Heaton to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY:

Gus Ulloth  
9-1-1 Communications Manager  
CITY OF NAPA  
P.O. Box 660  
NAPA, CA 94559-0660  
gulloth@cityofnapa.org

TO CONSULTANT:

Daniel Roach  
Divisional Counsel  
305 Intergraph Way  
Madison, AL 35758  
daniel.roach@hexagon.com

5. TERM. The term of this Agreement begins on the Effective Date, and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. Termination under the Agreement shall be governed by Hexagon Support Terms and Conditions for Software Section 17 and the term July 1, 2020-June 30, 2025.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the material terms of this Agreement. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within thirty days of the

notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 14 of the Hexagon Support Terms, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute outside of application for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures. In addition, any claims by Consultant arising from or related to this Agreement are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

## 8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement.

8.2. Title to Records. Intellectual Property ownership under this Agreement shall be governed by Hexagon Support Terms Section 13.

8.3. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.4. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.5. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work but not for infringement claims alleging direct or contributory infringement (i) by the combination of or integration with a product, process, or system not supplied by Hexagon; (ii) by material alteration by anyone other than Hexagon or its subcontractors; (iii) by use after Customer has been notified of possible infringement; (iv) by use after modifications are provided to Customer; (v) by use after a return for refund as described below is ordered by Hexagon; (vi) if the creation of which was pursuant to specifications provided by Customer; or (vii) by use other than as specified in the Documentation associated with the Software Product.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

INDEMNIFICATION. Hexagon will defend, at its expense, a third party action, suit, or proceeding against the City, and indemnify the City from any judgments, settlements, and reasonable attorney's fees resulting therefrom, to the extent such claim is (i) attributable to bodily injury, death, or physical damage to tangible property caused by Hexagon's negligent acts or omissions arising under the Agreement; or (ii) based upon an allegation that a software product or customized software as of its delivery date under the Agreement, infringes a valid United States: patent, copyright, or trademark, or misappropriates a third party's trade secret. Hexagon's defense and indemnification obligations are conditioned upon: the City providing prompt written notice to Hexagon of any claim; Hexagon having primary control of the defense of any actions and negotiations related to the defense or settlement of any claim, understanding Hexagon may not settle a claim without City's consent if such settlement assigns fault or culpability to City; and the City cooperating fully in the defense or settlement of any Claim.

10. INSURANCE. Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

10.1. General Liability Policy. Consultant will maintain occurrence-based coverage with limits not less than \$1,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Service, project, or location that is the subject of this agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, elected or appointed officials, employees, volunteers, and agents as additional insureds, and state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City and shall not be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

10.2. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code, and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

10.2.1. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.



### 10.3. All Policies.

10.3.1. For all insurance policies required under this Agreement, prior to City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

10.3.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to City's execution of this Agreement and is subject to approval by the City.

10.3.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

11. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

11.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

11.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

11.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

## 12. COMPLIANCE WITH LAW.

12.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of

whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

12.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

12.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

### 13. GENERAL PROVISIONS.

13.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

13.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

13.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

13.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the each party is responsible for their own attorney's fees, costs, and expenses incurred.

13.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

13.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

13.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

13.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

13.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

*[Signature page follows.]*



**14. SIGNATURES.**

14.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

14.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF NAPA, a California charter city**

By:  Jennifer Gonzales  
5284B2C8A1954BA...  
Jennifer Gonzales, Chief of Police

**CONSULTANT:**  
**Intergraph Corporation**


By:  Tiffany Taylor  
3E47AB7B652B4C3...  
Tiffany Taylor, Finance Director

Date: April 2, 2024 | 12:05:16 PM PDT  
("Effective Date")

**COUNTERSIGNED:**

 Erika Leahy  
2732A8BB1E434D2...  
Erika Leahy, City Auditor

**APPROVED AS TO FORM:**

 Michael Barrett  
52C9A58CEE0D409...  
Michael W. Barrett, City Attorney

## EXHIBIT "A"

## SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

**1.0. SCOPE OF SERVICES.** Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement and the Hexagon Software Terms and Conditions for Software.

**2.0. SCHEDULE OF PERFORMANCE.** Maintenance Services described in this Section apply to Covered Software Products only. Maintenance Services for Covered Third Party Products are separately stated.

Hexagon offers three levels of Maintenance Services for Covered Software Products, dependent upon the Software Product and other factors. Under all levels of Maintenance Services, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis of Defects. Under all levels of Maintenance Services, but only until the subject Software Product version reaches Version Limitation I or Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Defects. After a Software Product version reaches Version Limitation I, but only until the subject Software Product reaches Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Level One Defects only. The level of Maintenance Services for each Software Product is identified in the Order Documents, subject however to Version Limitations. Defect corrections provided by Hexagon shall, unless otherwise agreed by Hexagon, be delivered within Hexagon's product releases, and in accordance with Hexagon's standardized release cycles. Levels of Maintenance Services are as follows:

- 2.1 Advantage Support. Advantage Support will include and be limited to the diagnostic and Defect correction support as described above, and the following: Out-of-the-box functionality support via the help desk (telephone or eService via Hexagon's Customer Support Web Site where available at <https://support.hexagonsafetyinfrastructure.com>; and, access to any applicable Hexagon problem knowledge base online self-help tool. Phone support is available Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website or can be determined by contacting Customer's local Hexagon office.
- 2.2 Standard Support. Standard Support will include and be limited to the following:
  - 2.2.1 All features of Advantage Support.
  - 2.2.2 Access to available Updates of Covered Software Products. Hexagon will notify Customer when Updates are made available for any Covered Software Products for which Maintenance Services have been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Hexagon. Updates are shipped to Customer upon Customer request, logged in the Customer Support Web Site. Hexagon is not obligated to produce any Updates. For avoidance of doubt, a Customer's entitlement to Updates shall not include entitlement to any therein embedded or otherwise related module or function which is licensed and priced separately from Covered Product(s) for which Customer has purchased an entitlement to Updates.
- 2.3 Premium Support. Premium Support will include all features available under Standard Support (subject to Version Limitations). Additionally, for a Level 1 Defect, phone support is also available after-hours and on Hexagon-observed holidays.
- 2.4 Product Change Requests (also referred to as CR-E) will be reported in like manner as set forth in Section 2.1. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Covered Product(s) through an Update. Product Change Requests not accepted may be the subject of a separate contract between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to a Covered Product pursuant to a Product Change Request, any and all IPR resulting from the Update including the change or modification is and shall remain the property of Hexagon.

EXHIBIT “B”  
Rate for Service Per Coverage Year

<u>Fiscal Year Coverage Period</u>	<u>Rate</u>
Year 1: July 1, 2020 – June 30, 2021	\$220,120.78 (paid)
Year 2: July 1, 2021 – June 30, 2022	\$231,518.28 (paid)
Year 3: July 1, 2022 – June 30, 2023	\$208,347.30
Year 4: July 1, 2023 – June 30, 2024	\$218,763.60
Year 5: July 1, 2024 – June 30, 2025	\$183,759.60