Security, Government & Infrastructure (SG&I)
ADDENDUM to the
U.S. Maintenance Terms and Conditions for Software

This Addendum (“Addendum”) to the SG&I U.S. Maintenance Terms and Conditions for Software (“Terms and Conditions”) consists of this cover page, the additional terms and conditions on the next page, and the additional Scopes of Coverage marked below (the “Additional Scopes”). This Addendum modifies the Agreement (comprised of the Terms and Conditions and the Quote) between Customer and Intergraph to include the Additional Scopes. By signing this Addendum the parties agree to be bound by the terms of this Addendum. Once signed, 1) the parties agree any reproduction of the Addendum made by reliable means (for example, photocopy or facsimile) is considered an original, and 2) the Agreement is subject to it.

This Addendum replaces all prior oral or written communications between the parties regarding the Additional Scopes. This Addendum shall only modify, alter or waive those specific provisions or language of the Terms and Conditions addressed or referred to herein regarding the Additional Scopes, with all other provisions of the Terms and Conditions remaining in full force and effect, and reflecting the continued intent of the parties for Services of Covered Products.

This Addendum shall be incorporated into the Terms and Conditions and construed and interpreted according to the entirety of the Terms and Conditions. This Addendum shall remain effective for the term of the Agreement, unless terminated earlier.

Scopes of Coverage
If checked below, the following Scopes of Coverage are made a part of the Agreement:

☐ System Optimization Funds
☐ Custom Interface Software Services
☐ Third Party Hardware Services

In witness whereof, the parties have hereto executed this Addendum as of the date of execution by Intergraph.

Intergraph Corporation, doing business as the, Security, Government & Infrastructure Division

Signature: ____________________________  Signature: ____________________________
Printed Name: ____________________________  Printed Name: ____________________________
Title: ____________________________  Title: ____________________________
Date: ____________________________  Date: ____________________________

SGI-US-092410-Addendum

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ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions apply to the items identified in this Addendum. In case of conflict between any of the parts of the Terms and Conditions, the order of precedence shall be as follows: 1) any addenda executed by the Customer and Intergraph, with the latest addendum taking precedence over any earlier addenda in which a conflict may appear; and 2) the unmodified Terms and Conditions.

Section 1, DEFINITIONS of the Terms and Conditions is modified by adding the following definitions:

1.12 “System Optimization Funds” means amount included on the Quote to cover expenses for services related to Customer’s Intergraph system during the Coverage Period that are otherwise considered Excluded Services under the Agreement.

1.13 “Custom Interface Software” means one or more software interfaces previously developed by Intergraph for Customer that work in conjunction and function with specific Covered Products (the specific Covered Products hereinafter referred to as the “Interfaced Covered Products”).

1.14 “Third Party Hardware” means the hardware products of any entity other than Intergraph Corporation that are listed on the Quote and for which services are offered.
Scope of Coverage for System Optimization Funds

Upon Customer’s request and prepayment of System Optimization Funds, Intergraph will establish an account for Customer’s System Optimization Funds.

1. Designation of System Optimization Funds

Once payment is received by Intergraph, Intergraph will hold System Optimization Funds as advance payment for future purchases of goods and services not provided for under the Agreement, which may include installation of Upgrades, user group registration fees, upgrade of Custom Interface Software, and/or training and installation of Custom Interface Updates (as defined in part 1.(c) of the Scope of Coverage for Custom Interface Software Services).

2. Quote and Statement of Work for Use of System Optimization Funds

Upon the request of the Customer, Intergraph will provide to the Customer a quotation and statement of work detailing the scope of proposed services against which System Optimization Funds are to be applied.

3. Use of System Optimization Funds

If Customer accepts the quotation and statement of work by signing and returning to Intergraph the quotation and statement of work, Intergraph will deliver the proposed services detailed in the statement of work according to a mutually agreed schedule, and will credit the quoted amount against Customer’s System Optimization Funds balance. In the event the accepted quotation exceeds the balance of System Optimization Funds held in account for Customer by Intergraph, Customer shall provide a purchase order to Intergraph for the amount of the quotation in excess of Customer’s System Optimization Funds balance before Intergraph shall undertake any effort identified in the particular statement of work.

4. Expiration of System Optimization Funds

Unused System Optimization Funds expire on a three (3) year rolling basis from the date of receipt.
1. CUSTOM INTERFACE SOFTWARE SERVICES

Intergraph will provide services for Custom Interface Software, subject to the following.

(a) Services are limited to Custom Interface Software listed on the Quote.

(b) Intergraph will provide Help Desk support to the Customer for Custom Interface Software commensurate with the level of Help Desk support of the Interfaced Covered Products.

(c) Intergraph will provide updates, upgrades, fixes, patches and/or enhancements for Custom Interface Software only to the extent required for Custom Interface Software to function with Updates of Interfaced Covered Products (such updates, upgrades, fixes, patches and enhancements of Custom Interface Software are referred to as the “Custom Interface Updates”).

2. EXCLUDED CUSTOM INTERFACE SOFTWARE SERVICES

Support for the following are outside of the scope of coverage for Custom Interface Software services and may be available through a separate agreement for which Intergraph will provide a quotation at Intergraph’s prevailing rates:

(a) Upgrades, updates, fixes and enhancements of Custom Interface Software that are requested by the Customer (other than those specified in Section 1.0., part (c) above).

(b) Upgrades, updates, fixes and enhancements of Custom Interface Software for the purpose of operating with third party software or systems.

(c) Installation of Custom Interface Software or Custom Interface Updates.
THIRD PARTY HARDWARE SERVICES

Calls from Customer for Third Party Hardware services shall be passed by Intergraph directly to the third party manufacturer of the hardware or their designated service representative (the “Service Provider”). Third Party Hardware services are provided to the Customer by the Service Provider in accordance with the Service Provider’s support policies. Intergraph has no obligation for Third Party Hardware services other than to pass Customer’s support call to the Service Provider.

Services for any third party hardware that are not listed on the Quote must be obtained by Customer directly from the Service Provider.