1. **Definition of “Basic Consulting Service”** – For the purposes of this agreement Basic Consulting Service is defined as Services done on a Time and Materials basis or Firm Fixed Price basis.

2. **Scope of Agreement** - Intergraph will provide consulting services to Customer as stated on the Intergraph Quote and/or mutually agreed upon Statement of Work. These services will be provided up to the maximum amount of time as stated on the Customer’s Purchase Order.
   
   (a) Services as specified will be performed during a standard workweek, based on an eight (8) hour day.
   
   (b) For Time and Materials Services, Intergraph cannot commit to firm deliverables or schedule. Intergraph will apply best efforts to the completion of the above scope of services; however, should the Services require more time than estimated, Intergraph will obtain Customer’s written approval and bill the time at the rate stated in this Agreement. If additional services or follow-on support is required beyond the scope of this Agreement, the additional effort will be estimated and an additional scope of work submitted to Customer for acceptance prior to Intergraph beginning the additional effort.
   
   (c) For Firm Fixed Price Services, the deliverables will be stated in the Intergraph Quote and/or a mutually agreed upon Statement of Work.

3. **Terms of Payment** - The Intergraph terms are net thirty (30) days from the date of invoice.
   
   (a) For Time and Materials Services, Intergraph will invoice the Customer for all hours expended and travel expenses incurred on a monthly basis, or after all purchased hours have been expended, whichever occurs first.
   
   (b) For Firm Fixed Price Services, Intergraph will invoice the Customer upon completion of the project.
   
   (c) An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.
   
   (d) Customer agrees to reimburse Intergraph for all travel and travel related expenses at Intergraph’s cost plus a ten percent (10%) administrative fee.

4. **Acceptance** - Acceptance of time and materials hours expended in accordance with this Consulting Services Agreement shall be deemed to have been accepted when performed by Intergraph.

5. **Limitation of Liability** - IN NO EVENT WILL INTERGRAPH BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, EVEN IF INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL INTERGRAPH’S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT HAS BEEN PAID BY CUSTOMER UNDER THIS AGREEMENT AT THE TIME A CLAIM IS MADE. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.
6. **Ownership in Data/Computer Software** – The Customer understands that Intergraph possesses information and data that was developed, created, or discovered by Intergraph, or that has become known to or has been conveyed to Intergraph, that has commercial value in Intergraph’s day-to-day business. Intergraph considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs, all of which shall hereinafter be singularly or collectively referred to as Intergraph’s Intellectual Property.

All information and/or data prepared under this Agreement shall remain the sole property of Intergraph and shall be licensed to Customer pursuant to Intergraph’s current End Users License Agreement.

The Customer further understands that, if this agreement requires the development of any Customized Software as a Deliverable, the Customer shall maintain the confidentiality of the Deliverable, including any documentation applicable thereto, as it would confidential information/data of its own and shall not disclose same to any third party without the prior written consent of an authorized Intergraph contracts representative.

Customized Software shall mean those deliverables developed solely for the Customer under this Agreement, as well as any Intergraph proprietary information that may be developed or that may be embodied in any Deliverable under this Agreement.

The Customized Software shall remain the property of Intergraph and be subject to Intergraph’s Software License Agreement. Intergraph grants to the Customer a non-exclusive, non-transferable royalty free license to use any such Deliverable for the Customer’s internal use.

All commercial, off-the-shelf software and third-party-developed software furnished by Intergraph hereunder shall remain the property of Intergraph, or respective third party, and is subject to Intergraph’s software license agreement(s).

7. **Infringement** - In the event of any proceeding against Customer arising from allegations that the deliverables or services furnished by Intergraph infringes U.S. patent, copyright, trade secret, or other proprietary right of any third party, Intergraph will, if such allegation is not a result from modifications made by Customer, defend or settle such proceeding, at Intergraph’s expense, provided Customer promptly notifies Intergraph in writing and grants Intergraph full authority to defend and settle such proceeding. Intergraph shall make such defense by counsel of its own choosing and Customer shall cooperate with said counsel.

8. **Non-Disclosure**

   (a) “Proprietary and/or Confidential Information” means all nonpublic information disclosed by either party or their agents to the recipient that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the disclosing party’s discoveries, ideas, know-how, concepts, designs, drawings, specifications, techniques, models, data, documentation, diagrams, flow charts, algorithms, procedures, discoveries or inventions, and all materials, texts, drawings, specifications, source code and other recorded information, in preliminary or final form and on any media whatsoever, that are conceived, reduced to practice, developed, discovered, invented or made by the disclosing party, research, development, processes, procedures, software or other technology developed or owned by the disclosing party; any computer program, marketing and development plans, customer names and other information relating to customers, business plans, and other business affairs, and (ii) third-party information that either party is obligated to keep confidential.

   (b) Both parties to this Agreement recognize that during the pre-proposal, proposal and post-proposal effort for the work performed, it may be necessary to share and/or exchange information and data which may be considered confidential, proprietary and/or competition sensitive. This Agreement specifies the process
that shall be followed when confidential; proprietary and/or competition sensitive information is exchanged in written or verbal form, as further described in paragraphs (c) and (d) below.

(c) Any confidential, proprietary and/or competition sensitive information exchanged by the parties and entitled to protection hereunder shall be identified by the furnishing party as confidential, proprietary and/or competition sensitive by (i) appropriate stamp or marking on the documents exchanged, or (ii) written notice of any disclosures made under assertion of confidentiality, sent to the receiving party no later than two (2) weeks after disclosure, with listings of all proprietary material and appropriately stamped or marked summaries of such other disclosures.

(d) Verbal communications, which are considered confidential, proprietary and/or competition sensitive, may also be conducted as part of the normal discussion activities. Prior to these verbal communications, an announcement will be made that the conversation to follow is to be considered confidential, proprietary and/or competition sensitive, and at the conclusion of that part of the conversation that is considered confidential, proprietary and/or competition sensitive, an ending comment will be made so as to bracket the information which is considered to be confidential. Both parties agree to hold such verbal information in confidence in accordance with this Agreement. Verbal exchanges considered confidential, proprietary and/or competition sensitive will be confirmed in writing within two (2) weeks from the date of the transmission of the information.

(e) The receiving party will hold such confidential, proprietary and/or competition sensitive information in confidence for a period of three (3) years from the date this Agreement is terminated, and during such period will use such information only for evaluation purposes and will make such information available only to its employees having a "need to know" in order to carry out their functions in connection with the purpose of this Agreement. Unless authorized in writing by the party originally transmitting such confidential, proprietary and/or competition sensitive information hereunder, the receiving party will not otherwise use or disclose such confidential, proprietary and/or competition sensitive information during the above-mentioned three (3) year period, after which period the duties of the receiving party with respect to confidential, proprietary and/or competition sensitive information it has received from the furnishing party shall be governed solely by copyright and patent laws, except in the case of software, for which the obligations shall continue until the occurrence of any circumstances listed herein Article (e).

Information shall not be afforded the protection of this Agreement if, on the effective date hereof, such information has been or from the time thereafter such information is:

(1) lawfully developed by the receiving party independently of the information received from furnishing party;

(2) rightfully obtained without restriction by the receiving party from a third party;

(3) publicly available other than through the fault or negligence of the receiving party;

(4) released without restriction by the furnishing party to any third party;

(5) disclosure is required by a judicial order or decree of governmental law or regulation, provided that the receiving party promptly notifies the furnishing party of such requirement and reasonable opportunity is allowed by the receiving party for the furnishing party to file for or obtain a protective order or otherwise proceed to protect under applicable law the interests of the furnishing party.

(f) Should the receiving party be faced with legal action regarding disclosure of information under this agreement, the receiving party shall forthwith notify the furnishing party, and, upon the request and at the expense of the latter, shall cooperate with the furnishing party in contesting such a disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where the proper degree of care has been exercised; provided, that upon discovery of such inadvertent
disclosure, it shall have endeavored to prevent any further inadvertent disclosure and to correct the effects of any such inadvertent disclosure.

(g) All proprietary information furnished hereunder shall remain the property of the furnishing party and shall be returned to it or destroyed promptly at its request together with all copies made thereof by the receiving party hereunder. The parties shall employ the same standard of care it uses to protect its own proprietary information, but in any event, no less than reasonable care.

(h) No license under any patents or any other proprietary right is granted or conveyed by one party's transmitting proprietary information or other information to the other party hereunder, nor shall such a transmission constitute any representation, warranty, assurance, guaranty or inducement by the transmitting party to the other party with respect to infringement of patent or any other proprietary right of others.

(j) Obligations of the parties with respect to information exchanged under this Agreement prior to its termination shall survive and continue for the time period specified in Article (e) above.

9. Employment – During a period from the commencement of the work described in the Statement of Work to twelve (12) months after it's completion, Customer shall not employ or engage on any other basis or offer such employment or engagement to any of Intergraph's employees who have been associated with providing services in the Statement of Work without the prior written approval of Intergraph. Customer agrees that if it employs or engages any Intergraph employee contrary to the preceding paragraph, it shall be liable to Intergraph for liquidated damages in an amount equal to such employee’s salary per annum at the time of leaving the employment of Intergraph.

10. Taxes - Prices are exclusive of all federal, provincial or local sales, use, property, gross receipts, value added or similar taxes based upon amounts payable to Intergraph pursuant to this Agreement (Taxes”). Such Taxes do not include franchise taxes or taxes based on net income. Customer agrees to pay Intergraph any applicable Taxes or provide Intergraph documentary evidence of an appropriate statutory exemption.

11. Maintenance - Customer shall be responsible for the maintaining any deliverables provided. In the event Customer elects to have Intergraph perform such maintenance, such maintenance may be provided at prevailing consulting service rates.

12. Governing Law - This agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama, and the Parties agree to attorn to the jurisdiction of the courts of that State.

13. Export Control – With respect to the export by Customer of Information and/or Technical Data received as a result of Services rendered under this Agreement, whether in written or non-written form and including documentation pertaining thereto or anything containing the Information and/or Technical Data; the disclosure of the Information and/or Technical Data a to a non U.S. national, or any other activities relating to the Services, Customer agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statues, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Intergraph's Information and/or Technical Data are subject to export controls promulgated by the Government of the United States. Customer warrants that it will not export or re-export, either directly or indirectly, any such Information and/or Technical Data or restricted direct Information and/or Technical Data thereof without first obtaining any necessary authorization from the U.S. Government when required. Customer agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export documents required to comply with U.S. licensing requirements prior to Information and/or Technical Data shipment. Intergraph cannot be held responsible for the delay in delivery of any training or services for which an Export License is refused or delayed by the U. S. Government.
14. **Place of Performance** - If any work needs to be performed at Customer’s location, Customer agrees to provide, at its own expense, appropriate work place accommodations, computer equipment, software, and necessary access for Intergraph personnel.

15. **Term and Schedule** – The Term and Schedule for services provided under this agreement will be stated on the Intergraph Quote and/or mutually agreed upon Statement of Work.

16. **Assignment** - Neither Party hereto shall attempt to assign or transfer any rights, benefits or obligations pursuant to this Agreement without the prior written consent of the other Party and any attempted assignment or transfer without such consent shall be void.

17. **Entire Agreement** – These Terms and Conditions and the Intergraph Quotation together constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior discussions, agreements, representations, statements, negotiations, and undertakings whether written or oral, and no reference to prior dealings may be used in any way to modify the expressed understandings of this Agreement. Any future representations, promises and verbal agreements related to products, product features, future product enhancements, product functionality, or services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement. This Agreement may not be amended or modified unless done so in writing signed by authorized representatives of both Parties. No provision of these Term and Conditions shall be construed as modifying the provisions of any other agreement between Subscriber and Intergraph. Terms and Conditions stated on a Subscriber purchase order will not override the above stated Intergraph Terms and Conditions.

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