

CHANGE ORDER / CHANGE REQUEST



CUSTOMER NAME: City of Aurora Illinois Police Department
CUSTOMER ADDRESS: 1200 E. Indian Trail Road
Aurora, Illinois 60505

HEXAGON ENTITY: Hexagon Safety & Infrastructure

DATE: April 19, 2019

CHANGE ORDER NUMBER: 6
CHANGE ORDER TITLE: Remove FBR Software and Services

ORIGINAL PO / CONTRACT NUMBER: Agreement dated 12/23/15 & PO's 281741 & 28744

CURRENT CONTRACT VALUE: \$5,027,612.31 Includes Extended Warranty, excludes taxes

REVISED CONTRACT VALUE: \$5,027,612.31 Includes Extended Warranty, excludes taxes

CHANGE ORDER PRICE:
CURRENCY: US Dollars

OTHER HEXAGON INFORMATION:
QUOTE NUMBER: 2019-63553
QUOTE & CHANGE REQUEST EXPIRATION DATE: July 15, 2019
PROJECT MANAGER: Jim Santaferrara
SALES CONTACT: John Whitehead
PROJECT NUMBER: AURA7

WHEREAS, the customer named above (hereafter "Customer") and the Intergraph Corporation d/b/a Hexagon Safety & Infrastructure (hereafter "Hexagon") have entered into the agreement named above for products and/or services (hereafter "Agreement");

WHEREAS, in exchange for the project credit set forth below, the Customer and Hexagon desire to amend the Agreement, as set forth below in this Change Order/Change Request (hereafter "Change Order" or "Change Request"), in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

NOW THEREFORE, the parties intending to be legally bound, hereby agree as follows:

I. DESCRIPTION OF CHANGE:

This Change Order makes the following revisions to this contract:

All Field Based Reporting ("FBR") software, services and training are being removed from the Agreement as well as the associated software maintenance. All functional and system requirements related to FBR and related interfaces set forth in in the Agreement are hereby deleted.

The detailed technical or functional revisions to the contract are described below or in the separately attached Statement of Work (SOW):

The Agreement and Change Order 4 Rev 2 Statement of Work "City of Aurora, Illinois Statement of Work for WebRMS/FBR Implementation" (the "SOW") are modified as follows:

Any and all references to WebRMS/FBR shall be modified to be WebRMS only.

The FBR Subsystem and all FBR tasking, obligations, functionality, and assumptions are hereby removed from the Agreement, the SOW, and all related attachments thereto.

Change Order delivery details

<i>Delivery date</i>	<i>Upon Change Order Execution</i>
<i>Handling priority</i>	<i>No change</i>
<i>Acceptance criteria</i>	<i>No change</i>
<i>Required deliverables by Customer</i>	<i>No change</i>
<i>Documentation and Training</i>	<i>No change</i>
<i>Changes to contract schedule</i>	<i>See Attachment A - Project Timeline</i>
<i>Guarantee and Warranty changes</i>	<i>No change</i>
<i>Liability and reliability changes if any</i>	<i>No change</i>

Milestone payments as a result of this change order are revised as follows:

Pursuant to this Change Order, a project credit has been created subject to the Customer paying all amounts due under the original contract. To the extent the customer does not purchase additional software and services from Hexagon using the project credit within 180 days of acceptance as provided in the contract, Hexagon shall return the project credit via check to Customer less a 10% administrative fee, which Hexagon shall retain.

Check One

- This Change Order does affect the contract value. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.
- This Change Order does not affect the contract value. Funds in the Customer Credit Balance may be used toward the purchase of future Intergraph software or services. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.

II. CHANGE ORDER DETAILS

Items Added to Contract:

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
					-
Total of Items Added:					-

Maintenance (or Extended Warranty) of Items Added Above: (if applicable)

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
					-
Total Software Maintenance:					-

Items Removed from Contract:

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	FBR Return for Project Credit	SPRSVC9001	1	(112,395.00)	(112,395.00)
Total of Items Removed (Project Credit were applicable) :					(112,395.00)

Maintenance (or Extended Warranty) of Items Removed Above: (if applicable)

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	FBR Return Maintenance	SPRMAINT	1	(69,605.00)	(69,605.00)
Total Software Maintenance:					(69,605.00)

III. SUMMARIES:

CHANGE ORDER SUMMARY	
Additions:	-
Removals:	(182,000.00)
Credit Application	
Total Change Order Price:	(182,000.00)

Customer Credit Balance	
Balance after C/O 5 Rev 1:	58,097.55
Adjustments:	182,000.00
Balance after C/O 6:	240,097.55

IV. CHANGE ORDER APPROVAL:

IN WITNESS WHEREOF, the parties hereto have signed this Change Order/Change Request as of the date written above.

APPROVED BY:

Authorized Signature
Hexagon Safety and Infrastructure

Date: _____

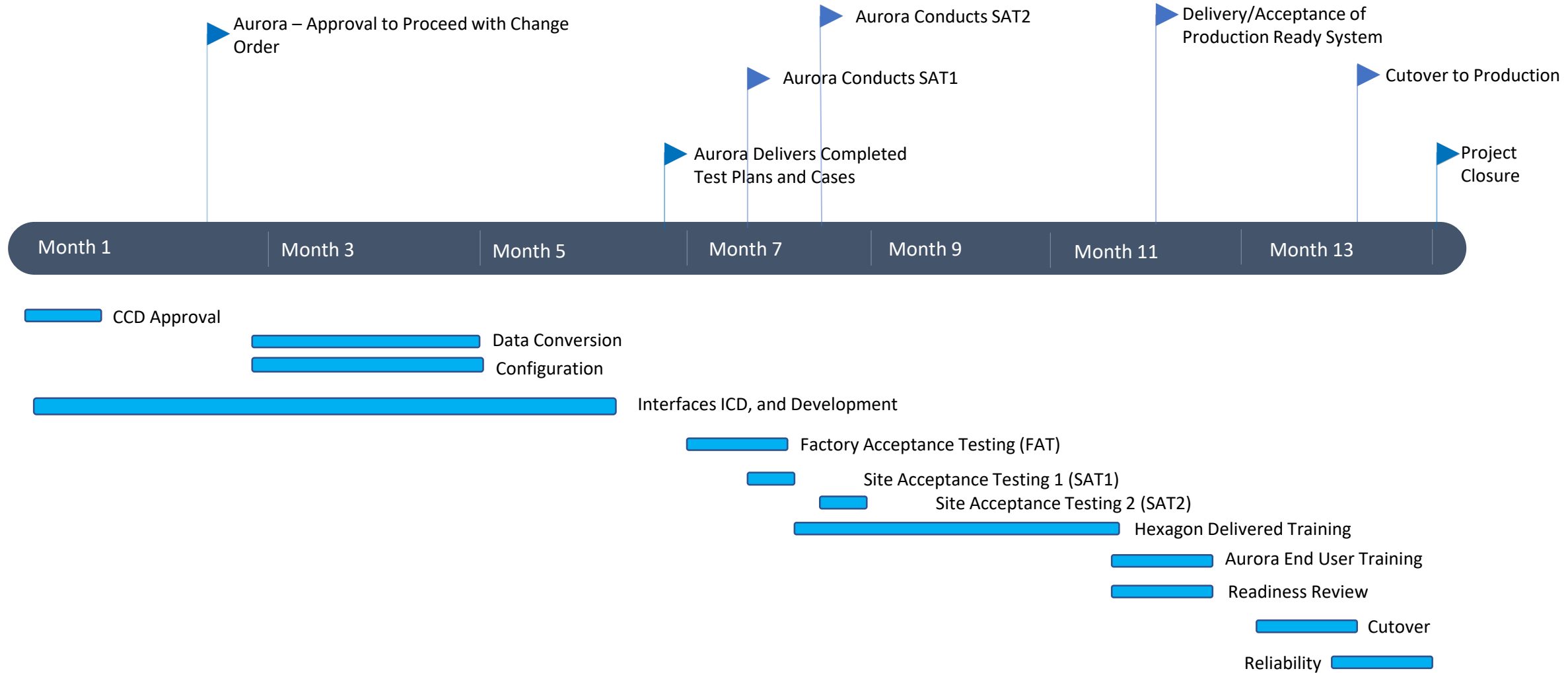
APPROVED BY:

Customer Authorized Signature

Date: _____

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

Attachment A - Aurora Project Timeline





Software Exchange Relinquishment Agreement

0814 rev. 3 / March 2011

Relinquishing Due to Exchange of Software License or Software Product

Should a customer of Intergraph Corporation Hexagon Safety & Infrastructure (HSI) Division's products ("Customer") wish to a)exchange one Intergraph software license type for another (such as node locked for concurrent) or b)exchange one Intergraph software product for another (such as GeoMedia® for GeoMedia Professional), Customer must relinquish rights for the license being exchanged, and must uninstall and remove from Customer's system the relinquished licenses ("Relinquished Licenses").

Customer must complete the information requested, sign, and return the Agreement to SG&I. By signing this Agreement, Customer hereby relinquishes surrenders, terminates and disclaims, in perpetuity, its right to use, or allow the use in any manner, the Relinquished Licenses. Customer hereby agrees that it will uninstall and remove from any and all Customer's system(s) the Relinquished Licenses.

Once Intergraph receives and accepts the completed and signed Agreement and purchase order (PO), if applicable, Intergraph will provide to Customer a new license authentication code (LAC) for the new license if Customer is exchanging one product for another, or Intergraph will modify the existing LAC to allow Customer to generate the new type of license if Customer is exchanging one license type for another of the same product.

* = Required Fields (Missing information will result in delays in processing.)

*1. Customer Information (all fields required):

Customer Name: _____

Requestor Name: _____

E-mail Address: _____

Street Address: _____

City, State, Country, Zip/Postal Code _____

*2. License Authentication Code(s) (LAC) for license being exchanged: _____

3. PO number for license exchange (if applicable): _____

*4. Product Exchanging FROM:

Quantity	Product Name:	License Type (node locked or concurrent):
_____	_____	_____



Software Exchange Relinquishment Agreement

0814 rev. 3 / March 2011

*5. Product Exchanging TO:

Quantity Product Name: License Type (node locked or concurrent):

*6. Old Host ID (If license has been generated, it is the Host ID in license file Customer is relinquishing. If license has not been generated, state "Not yet generated"):

Node locked: _____ or Concurrent (TCP/IP): _____

Signed:

CUSTOMER

Signature

Name

Title

Date

Please e-mail this completed document to:

license@hexagonsi.com

Please note: Intergraph will make every attempt to respond within one business day of receipt of the completed form, depending upon the number of requests being processed at that time.

SGIExRlnq031111