

CHANGE ORDER / CHANGE REQUEST



CUSTOMER NAME: City of Aurora Illinois Police Department
CUSTOMER ADDRESS: 1200 E. Indian Trail Road
 Aurora, Illinois 60608

HEXAGON ENTITY: Hexagon Safety & Infrastructure

DATE: March 27, 2017

CHANGE ORDER NUMBER: 3 Rev 2
CHANGE ORDER TITLE: Interface scope removal

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

CURRENT CONTRACT VALUE: \$4,584,102.00 Includes Extended Warranty, excludes taxes

REVISED CONTRACT VALUE: \$4,584,102.00 Includes Extended Warranty, excludes taxes

CHANGE ORDER PRICE: (93,087.37)
CURRENCY: US Dollars

OTHER HEXAGON INFORMATION:
 QUOTE NUMBER: 2017-49943
 QUOTE & CHANGE REQUEST EXPIRATION DATE: May 12, 2017
 PROJECT MANAGER: Clint Griggs
 SALES CONTACT: Mark Roylance
 PROJECT NUMBER: AURA7

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

WHEREAS, 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: Hexagon submitted Change Order 3 rev 1, dated 11/22/16 and Change Order 3 rev 1 was not executed and is now cancelled. Change Order 3 Rev 2 replaces Change Order 3 rev 1.

The Interfaces "iCAD Interface for Geo-Fence and Custom Notification", "EdgeFrontier RMS Interface to State's Attorney", "EdgeFrontier RMS Interface to ERP System" and the Interface services "Custom Services for Informer Query ability for a legacy MPI" (and associated backup license) and "CAD Hydrant Updates Functionality" are being removed from the scope of the project. A customer credit is created for the removals.

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

Statement of Work Attachment D, Interface Descriptions is modified by the removal of "iCAD Interface for Geo-Fence and Custom Notification Functionality", "EdgeFrontier RMS Interface to State's Attorney", "Informer Query ability for a legacy MPI", "EdgeFrontier RMS Interface to ERP System" and "CAD Hydrant Updates Functionality".

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>No change</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:

There are no changes to payment milestones as a result of this Change Order. A customer credit is created for the removals.

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

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
178	EdgeFrontier CAD Interface for Geo-Fence and Custom Notification Functionality	IPSCADCUST-STD-1	(1)	12,683.00	(12,683.00)
88	Custom Services for I/informer Query ability for a legacy MPI	IPSCADCUST-IPS0004-F	(1)	14,810.00	(14,810.00)
813	Custom Services for I/informer Query ability for a legacy MPI- Backup License	IPSCADCUST-IPS0004-FBCK	(1)	-	-
359	EdgeFrontier RMS Interface to State's Attorney	IPSRMSCUST-8	(1)	29,501.00	(29,501.00)
188	CAD Hydrant Updates Functionality	IPSCADCUST-STD-2	(1)	12,683.00	(12,683.00)
357	EdgeFrontier RMS Interface to ERP System	IPSRMSCUST-5	(1)	31,488.00	(31,488.00)
Sub-total of Items Removed:					(100,805.00)
Add Back One-time System Discount of 24.71% of items Removed (if applicable):					\$24,933.63
Total of Items Removed (Project Credit were applicable) :					(78,971.37)

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

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
178	EdgeFrontier CAD Interface for Geo-Fence and Custom Notification Functionality	IPSCADCUST-STD-1	(1)	1,000.00	(1,000.00)
88	Custom Services for I/informer Query ability for a legacy MPI	IPSCADCUST-IPS0004-F	(1)	2,822.00	(2,822.00)
813	Custom Services for I/informer Query ability for a legacy MPI- Backup License	IPSCADCUST-IPS0004-FBCK	(1)	-	-
359	EdgeFrontier RMS Interface to State's Attorney	IPSRMSCUST-8	(1)	5,900.00	(5,900.00)
188	CAD Hydrant Updates Functionality	IPSCADCUST-STD-2	(1)	1,000.00	(1,000.00)
357	EdgeFrontier RMS Interface to ERP System	IPSRMSCUST-5	(1)	6,284.00	(6,284.00)
Total Software Maintenance:					(17,116.00)

III. SUMMARIES:

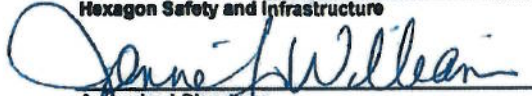
CHANGE ORDER SUMMARY	
Additions:	-
Removals:	(83,087.37)
Total Change Order Price:	(83,087.37)

Customer Credit Balance	
Balance after C/O 2:	
Adjustments:	83,087.37
Balance after C/O 3 Rev 2:	83,087.37

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:  Date: 3/29/2017
Business Unit: Public Safety Operations
Hexagon Safety and Infrastructure

APPROVED BY:  Date: 3/29/17
Authorized Signature
Hexagon Safety and Infrastructure

APPROVED BY:  Date: 4/25/17
Customer Authorized Signature

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.



Customer:	AURORA, IL CITY OF
Quote Number:	2017-49943 rev. 1
Quote Date:	March 24, 2017
Expiration Date:	May 12, 2017

This quotation has been prepared for:
 Andrew Feuerborn
 AURORA, IL CITY OF
 1200 East Indian Trail
 Aurora, IL 60505-1896
 United States
 Tel: (630) 859-1700
 Fax: 6302565859
 Email: feuerb@apd.aurora.il.us

Ship To:
 Andrew Feuerborn
 AURORA, IL CITY OF
 1200 East Indian Trail
 Aurora, IL 60505-1896
 United States

Bill To:
 Andrew Feuerborn
 AURORA, IL CITY OF
 1200 East Indian Trail
 Aurora, IL 60505-1896
 United States

Product Configuration Listing

Part Number	Description	Qty	Unit Price	Discount	Net Price	Ext Price
DEBOOK-CADITF	Debook - EdgeFrontier CAD Interface for Geo-Fence and Custom Notification Functionality	1	-\$12,663.00	24.71%	-\$9,533.97	-\$9,533.97
DEBOOK-CADITF	Debook - Custom Services for I/ Informer Query ability for a legacy MPI	1	-\$14,610.00	24.71%	-\$10,999.87	-\$10,999.87
DEBOOK-CADITF	Debook - CAD Custom Services for I/ Informer Query ability for a legacy MPI- Backup License	1	\$0.00	0.00%	\$0.00	\$0.00
DEBOOK-CADITF	Debook - EdgeFrontier RMS Interface to State's Attorney	1	-\$29,501.00	24.71%	-\$22,211.30	-\$22,211.30
DEBOOK-CADITF	Debook - CAD Hydrant Updates Functionality	1	-\$12,663.00	24.71%	-\$9,533.97	-\$9,533.97
DEBOOK-CADITF	Debook - EdgeFrontier RMS Interface to ERP System	1	-\$31,468.00	24.71%	-\$23,692.26	-\$23,692.26
Product Total						-\$75,971.37

CAD
 CAD?
 X
 RMS
 CAD
 RMS

Maintenance Configuration Listing

Part Number	Description	Qty	Type	# of Mths	Monthly Unit Price	Monthly Discount	Monthly Unit Net Price	Ext Price
DEBOOK-CADITF	Debook - EdgeFrontier CAD Interface for Geo-Fence and Custom Notification Functionality	1	SND	12.0	-\$83.33	0.00%	-\$83.33	-\$1,000.00
DEBOOK-CADITF	Debook - Custom Services for I/ Informer Query ability for a legacy MPI	1	PRM	12.0	-\$243.50	0.00%	-\$243.50	-\$2,922.00

CAD
 CAD?



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Part Number	Description	Qty	Type	# of Mths	Monthly Unit Price	Monthly Discount	Monthly Unit Net Price	Ext Price
DEBOOK-CADITF	Debook - CAD Custom Services for M/informer Query ability for a legacy MPI- Backup License	1	PRM	12.0	\$0.00	0.00%	\$0.00	\$0.00
DEBOOK-CADITF	Debook - EdgeFrontier RMS Interface to State's Attorney	1	PRM	12.0	-\$491.87	0.00%	-\$491.87	-\$5,900.00
DEBOOK-CADITF	Debook - CAD Hydrant Updates Functionality	1	PRM	12.0	-\$83.33	0.00%	-\$83.33	-\$1,000.00
DEBOOK-CADITF	Debook - EdgeFrontier RMS Interface to ERP System	1	SND	12.0	-\$524.50	0.00%	-\$524.50	-\$6,294.00
Maintenance Total								-\$17,118.00

X
RMS
CAD
RMS

Intergraph Corporation has elected to do business as: "Hexagon Safety & Infrastructure," in certain public safety, utility delivery, transportation, and information technology markets; "Hexagon Geospatial," in certain geospatial markets; and, "Process, Power & Marine," in certain engineering markets. These alias and trade names do not reflect any change of legal corporate entity, applicable tax identification number, or similar formalities.

This quotation is provided subject to the attached terms and conditions.

You will be sent a confirmation of purchased maintenance services by the Hexagon Customer Services Administration department. If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.



Customer:	AURORA, IL CITY OF
Quote Number:	2017-49943 rev. 1
Quote Date:	March 24, 2017
Expiration Date:	May 12, 2017

Summary

	Price	Discount	Net Price
Software:	-\$100,805.00	-\$24,933.63	-\$75,871.37
Maintenance:	-\$17,116.00	\$0.00	-\$17,116.00
Total Price*:			-\$93,087.37

*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

Notes:

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to the Order Administration desk in accordance with the contact information provided below. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

Attn: Hexagon Administration
 Intergraph Corporation
 P. O. Box 240000
 Huntsville, AL 35813
 Phone: (256) 730-2705
 Fax Numbers: 800-239-2972 or 256-730-8089
 Email: helordarsall@hexagon.com

AURORA, IL CITY OF

Signature: _____

Printed Name: _____

Phone: _____

Date: _____

PO reference(if required for invoicing): _____



Customer:	AURORA, IL CITY OF
Quote Number:	2017-49943 rev. 1
Quote Date:	March 24, 2017
Expiration Date:	May 12, 2017

Please check to indicate payment and billing instructions:

My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Intergraph. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: _____ PO Amount: _____

I wish to pay by CREDIT CARD. Intergraph will contact you to obtain the credit card number. Please provide the name and telephone number of the credit card holder below. (Your order will be processed upon written acceptance by Intergraph and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: _____

Telephone number of Cardholder: _____

Signature of Cardholder: _____

INVOICE ME based on my returning this signed acceptance sheet. (Your order will be processed upon written acceptance by Intergraph and upon credit approval.)

My CHECK payable to Intergraph Corporation has been sent to the following address

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Intergraph and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: _____ Check Amount: _____

My DOMESTIC WIRE PAYMENT has been wired to:

ABA Number: 021000018
Bank Name: Bank of New York Mellon, New York, NY
Favor of: Bank: SEB (Skandinaviska Enskilda Banken)
Account Number: 890 043 9888
For further credit to: Intergraph Corporation SGI Division, Account #00007583

My ACH PAYMENT has been sent to:

Account Number: 1030429611
Company Name: Intergraph Corporation SGI
Routing Number: 043000098
Beneficiary Bank Name: PNC Bank N.A.
Address: Pittsburgh, PA 15222
Phone#: 1-877-824-6001, Opt 1 and Opt 3
Contact: Lockbox Group, Product Client Services

(Your order will be processed upon written acceptance by Intergraph.)

Intergraph Corporation doing business as Hexagon Safety & Infrastructure
305 Intergraph Way, Madison, AL 35758
Phone: (801) 913-7822 Fax