

**AMENDMENT NUMBER 3 TO THE MASTER PRODUCT AND
SERVICES AGREEMENT DATED OCTOBER 12, 2017**

This amendment ("Amendment") modifies the Master Product and Services Agreement between the City of Santa Clara ("City") and Intergraph Corporation through its Hexagon Safety, Infrastructure & Geospatial Division ("Hexagon"), dated October 12, 2017 (the "Master Agreement").

WHEREAS, Hexagon and the City executed the Master Agreement on October 12, 2017;

WHEREAS, Hexagon and the City executed Amendment Number 1 to the Master Agreement on December 2, 2019, which, among other things, modified Orders 1 and 2 under the Master Agreement ;

WHEREAS, Order Number 2 provided for Maintenance Services for five years following the conclusion of the Subsystem Extended Warranty Period and is set to end on November 30, 2024;

WHEREAS, Hexagon and the City executed Amendment Number 2 to the Master Agreement on September 13, 2023, which extended the validity of the Master Agreement through the conclusion of Order 2, November 20, 2024 ("Master Agreement as Amended");

WHEREAS, the Parties desire to again extend the term of the Master Agreement to facilitate additional Maintenance and Support Services and Orders thereunder;

WHEREAS, the Parties also desire to update the City's existing I/CAD 9.4 system to the 2H2023 release;

NOW THEREFORE, in consideration of the mutual promises hereof, and the mutual obligations in the Master Agreement as Amended and as further amended herein, the City and Hexagon agree to the following:

1. Section 5.1 is deleted and replaced with the following:

The Term of this Agreement shall begin on the Effective Date and remain in effect until November 30, 2029, or until the Agreement is earlier terminated pursuant to a section below.

2. Exhibit I to the Agreement is hereby added and is attached hereto and labeled as Order Number 3 ADDITIONAL MAINTENANCE SERVICES.
3. Exhibit J to the Agreement is hereby added and is attached hereto and labeled as Order Number 4 2H2023 UPDATE FOR I/CAD 9.4.

4. The City and Hexagon each ratify and confirm the terms, conditions, obligations and undertakings set forth in the Master Agreement as Amended, and except as modified hereby, all other terms and conditions of the Master Agreement as Amended, including the specifically incorporated elements of the Contract, shall remain in full force and legal effect.

In Witness Whereof, the Parties have entered into the Agreement as of the date stated herein:

City of Santa Clara	Intergraph Corporation
_____ Authorized Signature	_____ Authorized Signature
_____ Printed Name	<u>Tiffany Taylor</u> Printed Name
<u>City Manager</u> Title	<u>Americas Finance Director</u> Title
_____ Date	_____ Date

Approved as to Form:

City Attorney

EXHIBIT I
ORDER NUMBER 3
ADDITIONAL MAINTENANCE SERVICES

Subject to that certain Master Agreement (the “Master Agreement”) between Intergraph Corporation doing business as Hexagon Safety and Infrastructure (referred to in this Order 3 as “Contractor”, “Intergraph”, and “Hexagon”) and the City of Santa Clara (“Customer” or the “City”), this Order Number 3 (“Order 3”) specified the term and pricing for Maintenance Services for the System following the end of Order Number 2.

1. Subject Matter. As Order 3 is solely for Maintenance Services, it is governed by the Master Agreement and more particularly Exhibit C (Hexagon’s U.S. Maintenance Terms and Conditions for Software) thereto.
2. Term. Under Order 3, each Subsystem will be supported for a total of five (5) years following the conclusion of Order Number 2.
3. Pricing. Pricing for Order 3 is set forth in Hexagon Quote 2024-60235 attached to this Exhibit.
4. Modifications. As other Orders that include additional Software are made pursuant to this Master Agreement, Order 3 will be correspondingly modified without the need for its own separate Change Order to account for the additional software being maintained notwithstanding anything else to the contrary as reflected in the Order and through subsequently issued Quotes for Maintenance Services.
5. Authorization of Services. By executing the Master Agreement, the parties have simultaneously entered and agreed to Order 3 for which no further documentation is needed for the Authorization of Services as provided in Section 3 of Exhibit C to the Master Agreement. For clarification, approximately 90 days prior to the end of an annual Coverage Period, Hexagon will provide a Quote and invoice for the Maintenance Services to be provided for the ensuing calendar year, in accordance with the pricing terms set forth in Quote 2024-60235. Aside from payment of the applicable invoice in accordance with the Master Agreement, the parties are not required to execute the Quote or perform other actions that would be typically part of a contract formation or renewal process and are otherwise described in Section 3 of Exhibit C to the Master Agreement.



Customer:	Santa Clara Police Department
Quote Number:	2024-60235
Quote Date:	06/05/2024
Expiration Date:	12/01/2024

This quotation has been prepared for:

Santa Clara Police Department
Saskia Lagergren
Communications Operation Manager
1990 Walsh Ave
Santa Clara CA 95050
United States

Ship To:

Santa Clara Police Department
Saskia Lagergren
Communications Operation Manager
601 El Camino Real
Santa Clara California 95050
United States

Bill To:

Santa Clara Police Department
Saskia Lagergren
Communications Operation Manager
1500 Warburton Ave.
Santa Clara California 95050
United States

QuotationIssuedBy

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000



Customer: Santa Clara Police
Department
Quote Number: 2024-60235
Quote Date: 06/05/2024
Expiration Date: 12/01/2024

RenewalQuotation

Renewal Configuration Listing USD

Line	Base Part	Description	Begin	End	Service Level	Months	Qty	Monthly Price	Extended Net Price
1	IPS0004BCK	I/Informer CC - Backup License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
2	IPS0004RDT	I/Informer CC - Redundant License	12/01/2024	11/30/2025	PRM	12	1	\$316.92	\$3,803.04
3	IPS0004TRN	I/Informer CC - Training License	12/01/2024	11/30/2025	PRM	12	1	\$453.58	\$5,442.96
4	IPS0002TST	I/Dispatcher CC - Test License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
5	IPS0004	I/Informer CC	12/01/2024	11/30/2025	PRM	12	1	\$453.58	\$5,442.96
6	IPS0009TST	I/Mobile Data Terminal NL - Test License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
7	IPS0012	I/Page NL	12/01/2024	11/30/2025	PRM	12	1	\$411.11	\$4,933.32
8	IPS0012BCK	I/Page NL - Backup License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
9	IPS0012RDT	I/Page NL - Redundant License	12/01/2024	11/30/2025	PRM	12	1	\$287.52	\$3,450.24
10	IPS0015	I/Tracker - I/CAD NL	12/01/2024	11/30/2025	PRM	12	1	\$512.28	\$6,147.36
11	IPS0015RDT	I/Tracker - I/CAD NL - Redundant License	12/01/2024	11/30/2025	PRM	12	1	\$360.41	\$4,324.92
12	IPS0015TST	I/Tracker - I/CAD NL - Test License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
13	IPS0051	I/CADLink CC	12/01/2024	11/30/2025	PRM	12	1	\$206.51	\$2,478.12
14	IPS0053	I/Fire Station Printing CC	12/01/2024	11/30/2025	PRM	12	1	\$210.06	\$2,520.72
15	IPS0053TST	I/Fire Station Printing CC - Test License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
16	IPS0004TST	I/Informer CC - Test License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
17	IPS0008	I/Push To Talk NL	12/01/2024	11/30/2025	PRM	12	1	\$206.51	\$2,478.12
18	IPS0008BCK	I/Push To Talk NL - Backup License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00

QuotationIssuedBy

Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000



Customer: Santa Clara Police
Department
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19	IPS0008RDT	I/Push To Talk NL - Redundant License	12/01/2024	11/30/2025	PRM	12	1	\$143.76	\$1,725.12
20	IPS0009	I/Mobile Data Terminal NL	12/01/2024	11/30/2025	PRM	12	1	\$906.15	\$10,873.80
21	IPS0009TRN	I/Mobile Data Terminal NL - Training License	12/01/2024	11/30/2025	PRM	12	1	\$906.15	\$10,873.80
22	IPS0080	Mobile for Public Safety CC	12/01/2024	11/30/2025	PRM	12	56	\$24.30	\$16,329.60
23	IPS1183	Intergraph Remote Content Management CC	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
24	IPS0009MRC	I/MDT for Intergraph Mobile Responder- Comp	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
25	IPS3042-BCK	EdgeFrontier Runtime Engine - Backup License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
26	IPS3042DEV	Xalt - Integration Developer Engine NL	12/01/2024	11/30/2025	PRM	12	1	\$321.99	\$3,863.88
27	EFCUSTOM16	EF IF to TabletCommand Services	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
28	ESCROW	Escrow	12/01/2024	11/30/2025	PRM	12	1	\$55.83	\$669.96
29	IPSCUSTOM04	Custom Services for I/Informer to CJIC	12/01/2024	11/30/2025	PRM	12	1	\$1,019.89	\$12,238.68
30	IPSCUSTOM04	Informer Nested Queries	12/01/2024	11/30/2025	PRM	12	1	\$609.50	\$7,314.00
31	IPSCUSTOM04	Informer Transactions for Mobile Responder	12/01/2024	11/30/2025	PRM	12	1	\$203.16	\$2,437.92
32	IPS1184	I/Map Editor for ArcGIS CC	12/01/2024	11/30/2025	PRM	12	1	\$83.03	\$996.36
33	IPS0048BCK	I/FRMS-CADlink CC - Backup License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
34	IPS0009RDT	I/Mobile Data Terminal NL - Redundant License	12/01/2024	11/30/2025	PRM	12	1	\$634.85	\$7,618.20
35	IPS1128UG	ProQA Paramount I/CAD Interface CC - Upgrade Only	12/01/2024	11/30/2025	PRM	12	3	\$8.68	\$312.48
36	IPS0048	I/FRMS-CADlink CC	12/01/2024	11/30/2025	PRM	12	1	\$206.51	\$2,478.12
37	IPS0042I	I/NetViewer CC	12/01/2024	11/30/2025	PRM	12	5	\$41.31	\$2,478.60
38	IPS3042	EdgeFrontier Runtime Engine	12/01/2024	11/30/2025	PRM	12	1	\$429.25	\$5,151.00
39	IPS0042IBCK	I/NetViewer CC - Backup License	12/01/2024	11/30/2025	PRM	12	5	\$0.00	\$0.00

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Quote Date: 06/05/2024
Expiration Date: 12/01/2024

40	PSA1018	InterCAD CAD Xalt Interface	12/01/2024	11/30/2025	PRM	12	1	\$167.08	\$2,004.96
41	IPS0001HA	I/Executive for High Availability	12/01/2024	11/30/2025	PRM	12	1	\$1,503.50	\$18,042.00
42	IPS0001HATRN	I/Executive for High Availability - Training License	12/01/2024	11/30/2025	PRM	12	1	\$1,503.50	\$18,042.00
43	IPS0001HATST	I/Executive for High Availability - Test License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
44	IPS0002TRN	I/Dispatcher CC - Training License	12/01/2024	11/30/2025	PRM	12	3	\$339.16	\$12,209.76
45	IPS0045ITST	I/NetDispatcher CC - Test License	12/01/2024	11/30/2025	PRM	12	5	\$0.00	\$0.00
46	IPS0004CAC	I/CAD Message Ste for CA State Switch CC	12/01/2024	11/30/2025	PRM	12	1	\$646.92	\$7,763.04
47	PSA1026TST	Axon CAD Xalt Interface - Test	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
48	IPS3206	Intergraph Mobile Responder Server CC - I/CAD	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
49	IPS3204	Intergraph Mobile Responder Client CC - I/CAD	12/01/2024	11/30/2025	PRM	12	100	\$8.72	\$10,464.00
50	IPS0015MRC	I/Tracker NL for Intergraph Mobile Responder- Comp	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
51	IPS0048RDT	I/FRMS-CADlink CC - RDT License	12/01/2024	11/30/2025	PRM	12	1	\$144.77	\$1,737.24
52	IPS3042-TST	EdgeFrontier Runtime Engine - Test License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
53	IPS0035NC	I/Backup - (No Charge)	12/01/2024	11/30/2025	PRM	12	2	\$0.00	\$0.00
54	IPS0045I	I/NetDispatcher CC	12/01/2024	11/30/2025	PRM	12	5	\$102.46	\$6,147.60
55	IPS0053BCK	I/Fire Station Printing CC - Backup License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
56	IPS2305C	HxGN OnCall Analytics - Dispatch Advantage NL 4 Core Comp	12/01/2024	11/30/2025	PRM	12	1	\$917.41	\$11,008.92
57	IPS0082	Map Administration Utility CC	12/01/2024	11/30/2025	PRM	12	1	\$205.51	\$2,466.12
58	IPS0051RDT	I/CADLink CC - Redundant License	12/01/2024	11/30/2025	PRM	12	1	\$144.77	\$1,737.24
59	IPS0051BCK	I/CADLink CC - Backup License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
60	IPS0045IBCK	I/NetDispatcher CC - Backup License	12/01/2024	11/30/2025	PRM	12	5	\$0.00	\$0.00

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61	EFCUSTOM16	EdgeFrontier CAD-to-CAD Interface	12/01/2024	11/30/2025	PRM	12	1	\$270.69	\$3,248.28
62	PSA1026	Axon CAD Xalt Interface	12/01/2024	11/30/2025	PRM	12	1	\$182.08	\$2,184.96
63	IPS0002	I/Dispatcher CC	12/01/2024	11/30/2025	PRM	12	16	\$339.17	\$65,120.64
64	IPSCUSTOM04	Custom Services for I/Informer to CLETS/NCIC	12/01/2024	11/30/2025	PRM	12	1	\$609.50	\$7,314.00
65	IPS3042-RDT	EdgeFrontier Runtime Engine - Redundant License	12/01/2024	11/30/2025	PRM	12	1	\$300.70	\$3,608.40
66	IPS0001HABCK	I/Executive for High Availability - Backup License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
67	IPS0042ITST	I/NetViewer CC - Test License	12/01/2024	11/30/2025	PRM	12	5	\$0.00	\$0.00
68	IPS0048TST	I/FRMS-CADlink CC - Test License	12/01/2024	11/30/2025	PRM	12	1	\$0.00	\$0.00
69	PSA1033	CA AB-953 Automated Reporting	12/01/2024	11/30/2025	PRM	12	1	\$303.45	\$3,641.40
70	IPS2307	HxGN OnCall Analytics - Power Visuals CC	06/01/2025	11/30/2025	PRM	6	1	\$0.00	\$0.00
									\$303,123.84

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305 Intergraph Way
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Customer:	Santa Clara Police Department
Quote Number:	2024-60235
Quote Date:	06/05/2024
Expiration Date:	12/01/2024

Summary

		USD
Maintenance Total		\$303,123.84
Total Price*:		\$303,123.84
Total Cost for 5 year Renewal		\$1,675,014.24
Total Renewal Year One		\$303,123.84
Total Renewal Year Two		\$318,288.96
Total Renewal Year Three		\$334,209.24
Total Renewal Year Four		\$350,919.48
Total Renewal Year Five		\$368,472.72

*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:

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Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000



Customer:	Santa Clara Police Department
Quote Number:	2024-60235
Quote Date:	06/05/2024
Expiration Date:	12/01/2024

This Quote is provided pursuant to and governed by those certain terms and conditions set forth in the Master Agreement, incorporated herein.

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.

QuotationIssuedBy

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305 Intergraph Way
Madison, Alabama 35758 USA
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EXHIBIT J
ORDER NUMBER 4
2H2023 UPDATE FOR I/CAD 9.4

Subject to that certain Master Agreement (the "Master Agreement as Amended") between Intergraph Corporation doing business as Hexagon Safety and Infrastructure (referred to in this Order 4 as "Contractor", "Intergraph", and "Hexagon") and the City of Santa Clara ("Customer" or the "City"), this Order Number 4 ("Order 4") describes the services and software that will be provided to update the City's I/CAD 9.4 system to the 2H2023 version subject to the Statement of Work for Services for 2H2023 Update for I/CAD 9.4 attached to this Exhibit, as well as the terms and conditions which govern the relationship between the parties during the Order 4 Term. Unless otherwise defined, terms that are defined in the Master Agreement shall have the same meaning herein.



HEXAGON
SAFETY & INFRASTRUCTURE

Santa Clara Police Department

Statement of Work

for

Services for 2H2023 Update for I/CAD 9.4

PRESENTED TO:

Thusitha Jayawardana

PRESENTED BY:

Tammy Heaton
Vice President, Account Management & Customer Support
Hexagon Safety, Infrastructure, & Geospatial division
305 Intergraph Way
Madison, AL 35758 USA
Phone: (336) 414-6087
Email: tammy.heaton@hexagon.com

May 8, 2024



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INTRODUCTION

This statement of work ("SOW" or "Statement of Work") together with the Quote, is an Order made pursuant to and governed by the Master Agreement (as defined in the section below entitled "Terms and Conditions"), entered into by and between the City of Santa Clara ("Customer") and Intergraph Corporation doing business through its Hexagon Safety & Infrastructure division ("Hexagon") (collectively, the "Agreement").

PURPOSE

The SOW guides the Activities associated with updating Customer's CAD system to Upgraded Version (as defined below) (the "Project"). It documents Project implementation requirements, identifies each major Task within the implementation process, sets expectations for each Party, and identifies the criteria by which a Task will be considered complete.

Unless specifically noted within this SOW, all software shall be the standard COTS product.

The SOW includes and incorporates the following Attachments:

- Attachment A – List of Covered Products
- Attachment B – Glossary of Terms
- Attachment C – Project Timeline
- Attachment D – Bill of Materials for Subscription Licenses - I/CAD Maintenance Release Update

The remainder of this section details Project deliverables and Project assumptions related to the Project cost, schedule and scope.

Each task identified in the SOW includes the following, as necessary: Task Description, Task Deliverables, Task Prerequisites and Assumptions, Hexagon/Customer Team Participation and Responsibilities, and Task Acceptance Criteria. The Tasks defined in the SOW may not be listed chronologically, and the actual Project implementation tasks and timelines will follow the Project Schedule, unless otherwise noted.



PROJECT DELIVERABLES

- Implementation services, as specified in this SOW.

GENERAL ASSUMPTIONS

Agreement and Schedule Assumptions

- Execution of and Hexagon's performance under this SOW is contingent and predicated upon Customer having a valid Support Contract with Hexagon prior to starting the Project and throughout the Project.
- Hexagon's willingness to provide the Services in this SOW is predicated upon its understanding of Customer's current Hexagon software (the "System"), and its configurations are based upon configurations Hexagon made for Customer during the latter of the initial implementation of the System or the most recent upgrade to the System. Configuration changes made by Customer are not included in the scope of this SOW and will be the responsibility of the Customer to update.
- Hexagon shall have timely access to Customer Project staff. Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this Project.
- Customer shall have at least one (1) System Administrator, technical resource(s), and Subject Matter Expert(s) available to perform and/or support all Customer Responsibilities and timely respond to Hexagon requests.
- Customer shall provide Hexagon with contact information for a Customer resource to resolve any issues that should arise from Hexagon's access of Customer's System during working and non-working hours.
- Customer shall provide Hexagon, upon request, with access to all data, documents, plans, reports, diagrams, and analyses related to the scope of work and responsibilities of this Project.
- Unless otherwise noted in this SOW, all Documentation, if any, provided by Hexagon under this SOW will only be COTS Documentation and delivered electronically.
- All Hexagon personnel performing remote tasks will be identified and vetted, to the extent intended to address CJIS requirements, prior to commencement of those remote tasks.
- Any Service Request (CASE) that is set to Waiting on Customer (WOC) will automatically be closed after 10 business days if the customer does not update the service request.

Project Assumptions

- Customer has reviewed the SOW and acknowledges and agrees that only those Covered Products listed in Attachment A will be updated under this SOW and all Software Products not listed in Attachment A will not be updated under this Order,
- Covered Products listed in Attachment A will be updated to the I/CAD 9.4 2H2023 Maintenance Release ("Upgraded Version") version or be compatible therewith.
- For travel to perform Services in addition to what is included in this scope, a Change Order will be required.
- Hexagon software maintenance begins upon cutover to production use, if applicable.
- Customer is on I/CAD 9.4 version ("CAD Current Version").



- Customer is on MPS 9.4 version ("MPS Current Version" and collectively with CAD Current Version, the "Current Version").
- This SOW does not include Services for changes to the Current Version if any of the following apply:
 - Changes that were not performed by Hexagon;
 - Changes that were made outside or not recorded in the contract governing implementation of Customer's Current Version;
 - Changes that are not covered by Customer's current Support Contract.

Hardware and Software Assumptions

- All Software will be electronically delivered.
- Customer shall have current backups of their existing environments.
- This Project contemplates installing the Upgraded Version on new Customer hardware.

System Access/CJIS Assumptions

- Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate an NCIC query and fingerprinting. To the extent Customer requires Hexagon personnel to undergo such criminal background check, Customer shall arrange for such criminal background check and fingerprinting and be responsible for all costs associated with the criminal background check and fingerprinting. Any remote personnel shall only be required to provide biographical information necessary to initiate a NCIC query and a fingerprint card completed by any law enforcement agency.
- Customer shall grant Hexagon personnel system administrator level access with unique log-in credentials to all servers, networks, databases, and workstations that will be involved in the Project
- SecureLink is the remote access solution used by Hexagon. If Customer desires for Hexagon to utilize an alternate method and/or process for remotely working on their System, such alternate method and/or process shall be mutually agreed upon prior to this SOW being executed. Such alternate method and/or process may impact the original level of effort and Project Schedule quoted for this update, which in turn may require a Change Order to modify.
- Customer shall provide unrestricted system and VPN access via SecureLink to Hexagon developers and implementers who will need to have access to multiple infrastructure platforms at the same time.
- Customer shall provide Hexagon personnel individualized system access credentials and shall provide Hexagon's authorized resources VPN access twenty-four (24) hours a day, seven (7) days a week for the duration of the Project.
- Per CJIS security policy, customers who wish to access U.S. national databases using mobile devices must use data encryption that is FIPS 140-2 certified and meets other CJIS requirements. Customer shall ensure that their data communications infrastructure and devices comply with CJIS and applicable State requirements.

Third-Party Assumptions

- Customer will make every best effort to schedule and coordinate third-party technical resources in such a way as to ensure that a negative impact to the overall Project Schedule does not occur.



HEXAGON

Santa Clara Police Department
Services for 2H2023 Update for I/CAD 9.4

- Customer shall maintain, in good working order, all third-party systems that will integrate with Hexagon Software or on which the Hexagon Software depends as part of this Project, except for those systems that are included as Hexagon subcontractors.
- Customer shall be responsible for the operation and timely availability of external systems or third-party software necessary for the execution of the Project.
- If a delay in the Project is caused by a third-party vendor, Hexagon services not covered in this SOW may be required at additional costs.



PROJECT SERVICES

1. Virtual Server Creation

Task Description

This task is for creation and configuration of the project VMs. It includes the creation of the VMs, setting server names and IPs, joining them to the domain and adding the Hexagon CAD Admin groups to the local admins groups of the servers to provide the implementers the required access for the rest of the Project.

Task Deliverables

- Server configuration documentation
- Ability to login to the various VMs

Task Prerequisites

- Customer must have available virtual environment resources for staging of project VMs
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager
 - Not required if Customer is using SecureLink
- Complete the Server name, IP Address and Service account template provided by Hexagon

Task Assumptions

- All work being performed by Hexagon that requires physical access to the equipment will be performed on site, and those tasks that do not require physical access may be performed remotely at Hexagon's discretion
- New servers will be created/provided for the sole purpose of the Project defined by this SOW and will not serve other roles
- Access to the vCenter server via Power CLI is required by the Hexagon staff to script the creation of the VMs

Hexagon Team Responsibilities

Hexagon shall:

- Import VM Templates to vCenter, create the VMs, assign them the required CPU, memory, and disk space to comply with the Public Safety System Specifications document
- Assign the IP Addresses to the VMs
- Join the VMs to the domain
- Apply current Windows updates if Internet connectivity or access to another repository for updates is available
- Configure Hexagon Licensing Servers
- Provide spreadsheet with server names, IPs, and passwords utilized
- Provide updated Visio document showing servers, applications installed, names, and IPs



Customer Team Responsibilities

Customer shall:

- Provide domain level credentials for the vCenter server and join servers to the domain
- Provide assistance with resolving issues related to network connectivity and/or remote access
- Answer other configuration questions as needed

Task Acceptance Criteria

This Task is considered complete when the Server Configuration Documentation has been delivered to Customer.



2. SQL AlwaysOn Configuration

Task Description

This task is for creation and configuration of the SQL AlwaysOn Availability group and the underlying Windows Failover Cluster.

Task Deliverables

- Hexagon - Functional SQL AlwaysOn Availability Group
- Customer – Names and IPs associated with the cluster and AlwaysOn availability group.

Task Prerequisites

- Database servers for the project are created and joined to the domain.
- SQL Service account created, and credentials provided to the Hexagon implementer.
- SQL Cluster AD Objects must be pre-staged
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager
 - Not required if Customer is using SecureLink

Task Assumptions

- This work will be performed remotely unless the Hexagon implementer happens to be onsite for other tasks.
- Customer is using SQL Enterprise

Hexagon Team Responsibilities

Hexagon shall:

- Create the Failover Cluster and SQL AlwaysOn Configuration

Customer Team Responsibilities

Customer shall:

- Create the SQL Service account meeting the following requirements.
 - It must be a domain level account
 - It should have a complex password
 - The password should be set to never expire (This doesn't mean that you can't change it but that it needs to be done in a controlled fashion.)
 - The account needs full control of the AD Computer objects that will participate in the cluster
 - The account should be a local admin on the DB Servers in the cluster
- Pre-stage the Active Directory SQL cluster objects
 - Reference article <https://technet.microsoft.com/en-us/library/dn466519.aspx>
 - Create the cluster object
 - Grant the service account full control



- Disable the account
- Pre-stage the AlwaysOn Listener
 - Reference Article <http://stackoverflow.com/questions/13717574/sql-availability-group-listener-creation-fails>
 - Create the object
 - Grant the cluster computer object full control of the listener object
 - You can disable it, but it is not required.
- Provide the cluster name and IP Address(es) to Hexagon. Multiple IPs are required if the cluster spans subnets.
- Provide the AlwaysOn Listener Name and IP to Hexagon. Multiple IPs are required if the cluster spans subnets.
- Provide assistance with resolving issues related to network connectivity and/or remote access
- Answer other configuration questions as needed

Task Acceptance Criteria

This Task is considered complete when the SQL AlwaysOn configuration is complete and staged on the server(s) that will become the production system upon Cutover.



3. 2H2023 Update in Non-production ancillary Environment for I/CAD 9.4

Task Description

Hexagon resources will provide remote services to install the Upgraded Version of the Covered Products in Customer's non-production ancillary environment.

Task Deliverables

- Staging of Upgraded Version in the non-production ancillary environment

Task Prerequisites and Assumptions

- Remote access enabled on all servers for the Hexagon users account(s).
- Customer will have dedicated representatives scheduled and available for contract by Hexagon resources during testing and working on Defects.
- Hexagon resource will only install the Upgraded Version.
- All Services are performed remotely.

Hexagon Team Participation and Responsibilities

- Install the Covered Products in Attachment A.

Customer Team Participation and Responsibilities

- Verify all Covered Products listed in Attachment A are accounted for in the provided checklist.
- The Customer has provided Hexagon with a full backup of their existing production database or given permission for Hexagon to take the backup on the Customer's behalf.
- Once the full backup of I/CAD database is complete, it will be used for the update activity. The Customer must track any changes made to the (current) Production environment. The Customer is then responsible for replicating said changes in the non-production database once the upgrade is complete.

Task Acceptance Criteria

This Task is complete when the Upgraded Version for the Covered Products listed in Attachment A have been installed in the Customer's non-production ancillary environment.



4. 2H2023 Update in Training Environment for I/CAD 9.4

Task Description

Hexagon resources will provide remote services to install the Upgraded Version of the Covered Products in Customer's training environment.

Task Deliverables

- Staging of Upgraded Version in the training environment

Task Prerequisites and Assumptions

- Remote access enabled on all servers for the Hexagon users account(s).
- Customer will have dedicated representatives scheduled and available for contract by Hexagon resources during testing and working on Defects.
- Hexagon resource will only install the Upgraded Version.
- All Services are performed remotely.

Hexagon Team Participation and Responsibilities

- Install the Covered Products in Attachment A.

Customer Team Participation and Responsibilities

- Verify all Covered Products listed in Attachment A are accounted for in the provided checklist.

Task Acceptance Criteria

This Task is complete when the Upgraded Version for the Covered Products listed in Attachment A have been installed in the Customer's training environment.



5. Testing of 2H2023 Update for I/CAD 9.4

Task Description

During this Task, Customer will conduct internal testing of the Upgraded Version and its configuration in a timely manner and report any Defects back to Hexagon via Hexagon's CRM tool within ten (10) business days of receiving notification from Hexagon that the Upgraded Version is ready for testing.

Hexagon resources make commercially reasonable efforts to ensure prior configurations are carried forward to the Updated Version. That effort notwithstanding, Defects can appear after upgrading the software.

During update configuration testing, and as a result of Customer being the only party that can fully understand all associated workflows, site-specific configuration decisions, and product customizations as they apply to Customer's operation, Customer is solely responsible for making sure the I/CAD and MPS Subsystems are acceptable and ready for production use. If the Customer desires additional Services from Hexagon to further configure or modify the Upgraded Version, those Services may be quoted for a fee.

Nothing in Hexagon's responsibilities herein modifies the Version Limitations or n-1 support framework provided in the Support Contract. Consequently, if the Upgraded Version is outside of the support framework, resolution of Defects may be limited or unavailable.

Task Deliverables

- Defect Trending Report

Task Prerequisites and Assumptions

- The following items must be complete and fully deployed prior to beginning this task:
 - Upgraded Version has been installed in Test Environment.

Hexagon Team Participation and Responsibilities

- Will provide up to thirty-two (32) hours of support over the course of the twenty (20) days of Customer testing period. If additional hours are needed, a change order will be required to add services for support.
- Address Blocker Defects and answer functionality questions.
- Respond to Defects in a timely manner according to the Project Schedule and assigned timeframes for addressing errors as set forth in the Customer's existing maintenance and support agreement.

Customer Team Participation and Responsibilities

- Customer will conduct update configuration testing with remote support from Hexagon resources.
- Customer will file an CASE in the CRM tool for all Defects encountered as part of testing. CASEs must contain all information required to reproduce the Defect being reported. Defects should not be reported until they can be reproduced and the steps to reproduce are documented. CASEs may be filed upon the occurrence of any of the following events, which is not an exhaustive list:
 - Defects
 - Anomalies
 - Questions



- All CASEs filed as part of the configuration testing for the update must have a summary that begins with "UPDATE:" This requirement is intended to ensure the Defect is properly routed to the Hexagon resource assigned responsibility for addressing Defects.
- Respond in a timely manner to inquiries from Hexagon resources assigned to work on addressing Defects.
- Complete Update Configuration Testing within twenty (20) calendar days from the date upon which Hexagon notifies Customer the Upgraded Version is ready for testing ("Testing Period").

Task Acceptance Criteria

This Task is considered complete upon completion of the Testing Period.



6. Addressing Defects from the Testing Period

Task Description

During this Task, Hexagon resources will review Defects filed by Customer as a result of Customer testing conducted in the Update Configuration Testing task. Hexagon will address Blocker Defects encountered during or prior to the Testing Period and answer functionality questions Customer has submitted. Permissive Defects shall not preclude completion of the project or be a condition for completion of any Task and will be supported in accordance with the Customer's existing Support Contract.

Addressing Defects is very much a team effort. Hexagon will rely on Customer to report detailed and accurate information about the Defects encountered, which shall include, but not be limited to:

- A complete and accurate description of the Defect;
- A complete workflow description that allows the Defect to be reproduced, including any variables required such as unit ID, event location, event type, personnel, date, time etc.
- The name and contact information for the person reporting the Defect.

Hexagon resources will be scheduled to address Defects noted in Attachment B after the Upgraded Version has been configured in the Test environment and documented in the mutually agreed upon Project Schedule.

Task Deliverables

- CASE List

Task Prerequisites and Assumptions

- Remote access enabled on all servers for the Hexagon users account(s).
- VPN credentials and client (if needed) provided to the Hexagon Project Manager.
 - Not required if Customer is using SecureLink.
- All work for this task will be conducted remotely.
- Customer will have dedicated representatives scheduled and available for contract by Hexagon resources during testing and working on errors.
- All Defects will be tracked via Hexagon's CRM tool.
- Requests for new configuration or testing conducted outside of the Testing Period may require a Change Order to add additional scope/level of effort and modify the Project Schedule accordingly.

Hexagon Team Participation and Responsibilities

- Address Blocker Defects recorded in the CRM tool and respond in a timely manner and in accordance with the Project Schedule

Customer Team Participation and Responsibilities

- Ensure adequate detail is available to aid Hexagon as it addresses Defects recorded by Customer in the CRM tool
- Respond to Hexagon questions and requests for information in a timely manner.

Task Acceptance Criteria

This Task is complete when the Hexagon implementation team has addressed all valid Blocker Defects.



7. Cutover to Production Use

Task Description

During this task the production system will Cutover to the Upgraded Version. The Cutover to production use is the culmination of the tasks that comprise this SOW. During the Cutover process, the following tasks will be completed:

- Production use of the Current Version will be stopped. Downtime is generally less than four (4) hours. Interface downtime can be far longer depending on circumstances surrounding third-party availability, required connections to third-party vendors, and availability of the Hexagon Product Center/developer support
- If new hardware was purchased to run the upgraded I/CAD system:
 - The database will be cleaned of all test data
 - The number tables between old version and new version will be synchronized to avoid any gaps in event and/or case numbers
 - Operators may connect to and begin using the upgraded system

The CAD and MPS Subsystems will be absent of any historical unit and event data until the backfill of data has been completed.

The Current Version I/CAD database will be upgraded again to the Upgrade Version to capture the entire event and unit history data generated since the full Subsystem backup was taken for the I/CAD Database Upgrade task.

Task Deliverables

- On-site Cutover support by Hexagon resources

Task Prerequisites

- Agreement by and between Hexagon and Customer that Cutover can proceed ("Cutover Commencement Agreement")

Task Assumptions

- Hexagon's Project Manager will direct the following activities:
 - Verify software configuration is ready for live Cutover
 - Work with Customer to ensure third-party vendors are available for support during Cutover, if needed
 - Coordinate addressing of post Cutover P1 errors with Customer and Hexagon
 - Be on site during the week of Cutover
- Hexagon will have a Project Manager, a CAD Implementer, and a CAD Interface/Mobile Implementer on site for the week of Cutover
- Cutover will take place on the day and time designated by Customer but will occur no later than Tuesday of the week designated for Cutover
- If Cutover cannot take place due to issues within the control of Customer and/or Customer's vendor(s), there may be a cost associated with re-scheduling the upgrade Cutover



Hexagon Team Responsibilities

Hexagon shall:

- Stop all I/CAD and I/CAD interface related services on the existing (old) version of I/CAD, thus shutting down access to the old System
- Synchronize the number table entries between the old System and the new System, ensuring no event or case numbers are skipped and verifying that no System level numbers are or will be duplicated
- Start all the I/CAD and I/CAD interface services on the upgraded System
- Notify Customer that the upgraded I/CAD system is ready for production use

Customer Team Responsibilities

Customer shall:

- Use the unit summary command to print off lists of the units currently logged on and their statuses
- Use the event chronology command to print an event chronology for every open event (pending or active)
- Cancel all pending events with a disposition code to be determined by Customer, and a comment that states "CLOSED FOR CAD UPGRADE"
- Clear all units from active events with a disposition code to be determined by Customer, and a comment that states "CLEARED AND CLOSED FOR CAD UPGRADE"
- All operators must sign out of the Hexagon applications they are using and exit the application
- Stop all use of the existing (old) version of I/CAD including all I/Dispatcher, I/Calltaker, NetViewer, NetDispatcher, Mobile for Public Safety, and other interfaces

Task Acceptance Criteria

This Task is complete when the Customer has Cutover to the Upgraded Version.



8. Test/Training Server Update

Task Description

This task is for configuring the Test/Training server utilizing copy of the Production VM. Only those products on the Customer's maintenance agreement that have applicable license types, i.e. test and/or training licenses, or new product(s) with applicable licenses being purchased as part of this upgrade will be configured for test/training server. This task does include the setup of the VMs, setting server names and IPs, joining them to the domain and adding the Hexagon CAD Admin groups to the local admin groups of the servers.

Task Deliverables

- Updated Server configuration documentation, which includes: (i) a spreadsheet with server names, IPs and passwords utilized and (ii) an updated Visio document showing servers, applications installed, names, and IP addresses (collectively, "Server Configuration Documentation")

Task Prerequisites

- Customer must have available virtual environment resources for staging of project VMs
- VPN credentials and client (if needed) must be provided to the Hexagon Project Manager
 - Not required if Customer is using SecureLink
- Complete the Server name, IP Address and Service account template provided by Hexagon.

Task Assumptions

- New servers will be created/provided for the sole purpose of the Project defined by this SOW and will not serve other roles
- Access to the vCenter server via Power CLI is required by the Hexagon staff to script the creation of the VMs

Hexagon Team Responsibilities

Hexagon shall:

- Configure Hexagon Test/Training Servers for products on Maintenance or purchased as part of this Upgrade

Customer Team Responsibilities

Customer shall:

- Clone the designated VMs, assign them the required CPU, memory, and disk space to comply with the Public Safety System Specifications document
- Assign the IP Addresses to the VMs
- Join the VMs to the domain
- Apply current Windows updates if Internet connectivity or access to another repository for updates is available
- Provide assistance with resolving issues related to network connectivity and/or remote access
- Answer other configuration questions as needed



Task Acceptance Criteria

This Task is complete when the VMs for the Test/Training servers have been configured and Server Configuration Documentation has been delivered to the Customer. Server documentation includes two documents: a spreadsheet that lists server names, IPS, and passwords as appropriate, and a Visio document that shows the servers with the Hexagon applications installed on each server.



ACCEPTANCE CRITERIA

The software and services shall be considered as accepted with either written acceptance by the Customer or upon installation of the Hexagon I/CAD 9.4 2H2023 Update in the production environment, whichever comes first. Prior to acceptance, defects shall be addressed by Hexagon in accordance with the framework set forth in the Statement of Work.

Note: If a delay in final acceptance is caused by another vendor or Customer's inability to provide required deliverables and lasts for more than 30 days after delivery by Hexagon, Customer agrees to provide written acceptance of the Hexagon software and services.

SCHEDULE

Scheduling of Hexagon's services will occur: (1) upon receipt of this executed document, (2) receipt of Customer's purchase order (if applicable), and (3) if Customer has no past due payments to Hexagon. Hexagon and Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

CONTRACT PRICE

Pricing for the SOW is in accordance with Hexagon's Quote to which this SOW is attached.

TERMS OF PAYMENT

Payment for this SOW will be due according to the following payment schedule:

PAYMENT MILESTONE	PAYMENT PERCENTAGE
Upon execution of SOW	\$83,467.21
Upon acceptance as defined in Section: Acceptance Criteria	\$83,467.21
Total Amount	\$166,934.42

Payment terms are set forth in the Master Terms.

TERMS AND CONDITIONS

This Quote is an Order made pursuant to that certain Master Agreement dated October 12, 2017 by and between the City of Santa Clara ("Customer") and Intergraph Corporation, doing business through its Hexagon Safety & Infrastructure division ("Hexagon").



ATTACHMENT A — SOFTWARE COVERED UNDER MAINTENANCE

Contract: Master Agreement Executed 10/12/17

PART NUMBER	DESCRIPTION	QUANTITY
PSA1002	ASAP CAD Xalt Interface	1
PSA1026	AXON CAD Xalt Interface	1
PSA1026TST	AXON CAD Xalt Interface - TEST	1
IPSCUSTOM04	CAD Custom Interface (I/Informer to CLETS/NCICCLETS/NCIC)	1
IPSCUSTOM04	CAD Custom Interface (I/Informer Query into Legacy RMS)	1
IPSCUSTOM04	CAD Custom Interface (I/Informer to CJIC)	1
IPSCUSTOM04	CAD Custom Interface (Informer Nested Queries)	1
IPSCUSTOM04	CAD Custom Interface (Informer Transactions for Mobile Responder)	1
GSPX5006C	I/Incident Analyst CC w/GeoMedia Advantage CC	1
IPS2305C	HXGN OnCall Analytics – Dispatch Advantage	1
IPS0035NC	I/Backup	1
IPS0004CAC	I/CAD Message Suite for CA State Switch CC	1
IPS0051	I/CADLink CC	1
IPS0051BCK	I/CADLink CC – Backup License	1
IPS0051RDT	I/CADLink CC – Redundant License	1
IPS002	I/Dispatcher CC	16
IPS002TST	I/Dispatcher CC – Test License	1
IPS002TRN	I/Dispatcher CC – Training License	3
IPS0001HA	I/Executive for High Availability	1



IPS0001HABCK	I/Executive for High Availability – Backup License	1
IPS0001HATST	I/Executive for High Availability – Test License	1
IPS0001HATRNL	I/Executive for High Availability – Training License	1
IPS0052	I/Fire Station Alerting CC	1
IPS0052BCK	I/Fire Station Alerting CC – Backup License	1
IPS0053	I/Fire Station Printing CC	1
IPS0053BCK	I/Fire Station Printing CC – Backup License	1
IPS0053TST	I/Fire Station Printing CC – Test License	1
IPS0053TRNL	I/Fire Station Printing CC – Training License	1
IPS0048	I/FRMS – CADlink CC	1
IPS0048TST	I/FRMS – CADlink CC – Test License	1
IPS0048BCK	I/FRMS – CADlink CC – Backup License	1
IPS0048RDT	I/FRMS – CADlink CC – Redundant License	1
IPS0004	I/Informer CC	1
IPS0004TST	I/Informer CC – Test License	1
IPS0004BCK	I/Informer CC – Backup License	1
IPS0004TRNL	I/Informer CC – Training License	1
IPS0004RDT	I/Informer CC – Redundant License	1
IPS1184	I/MAP Editor for ArcGIS CC	1
IPS0009MRC	I/MDT for Mobile Responder - Comp	1
IPS0009	I/Mobile Data Terminal NL	1
IPS0009TST	I/Mobile Data Terminal NL – Test License	1
IPS0009RDT	I/Mobile Data Terminal – Redundant License	1
IPS0009TRNL	I/Mobile Data Terminal – Training License	1



IPS00451	I/NetDispatcher CC	5
IPS00451TST	I/NetDispatcher CC – Test License	5
IPS00451BCK	I/NetDispatcher CC – Backup License	5
IPS00421	I/NetViewer CC	5
IPS00421TST	I/NetViewer CC – Test License	5
IPS00421BCK	I/NetViewer CC – Backup License	5
IPS0012	I/Page NL	2
IPS0012BCK	I/Page NL – Backup License	1
IPS0012RDT	I/Page NL – Redundant License	1
IPS0008	I/Push to Talk NL	1
IPS0008BCK	I/Push to Talk NL – Backup License	1
IPS0008RDT	I/Push to Talk NL – Redundant License	1
IPS0015	I/Tracker – I/CAD NL	1
IPS0015ABCK	I/Tracker – I/CAD NL – Additional Back License	1
IPS0015A	I/Tracker – I/CAD NL – Additional License	1
IPS0015ARDT	I/Tracker – I/CAD NL – Additional Redundant License	1
IPS0015ATST	I/Tracker – I/CAD NL – Additional Test License	1
IPS0015ATRN	I/Tracker – I/CAD NL – Additional Training License	1
IPS0015RDT	I/Tracker – I/CAD NL – Redundant License	1
IPS0015TST	I/Tracker – I/CAD NL – Test License	1
IPS0015MRC	I/Tracker NL for Mobile Responder – Comp	1
IPS1168C	Incident Analyst CC - Comp	1
PSA1018	InterCAD CAD Xalt Interface	1
IPS2300A	Intergraph Insight Explorer – 5 Concurrent Users	1



IPS3204	Mobile Responder Client CC – I/CAD	100
IPS3206	Mobile Responder Client Server CC – I/CAD	1
IPS1183	Remote Content Management CC	1
IPS0082	Map Administration Utility CC	1
IPS0080	Mobile for Public Safety CC	56
IPS1128UG	ProQA Paramount I/CAD Interface CC – Upgrade Only	3
IPS0028A	RapidSOS for I/CAD – Essentials	1
IPS3042DEV	Xalt – Integration Developer Engine NL	1
IPS3042BCK	Xalt – Integration Runtime Engine NL – Backup License	1
IPS3042RDT	Xalt – Integration Runtime Engine NL – Redundant License	1
IPS3042TST	Xalt – Integration Runtime Engine NL – Test License	1
IPS3042	Xalt – Integration Runtime Engine NL	1
EFCUSTOM16	Xalt Custom Development Services	1
EFCUSTOM16	Xalt Custom Development Services	1
EFCUSTOM16	Xalt Custom Development Services	1
PSA1033	CA AB-953 Automated Reporting	1



ATTACHMENT B — GLOSSARY OF TERMS

Unless otherwise defined herein all capitalized terms shall have the definition ascribed to the term as set forth in the Master Terms, regardless of the existence of a Master Agreement.

“Blocker Defect” means a Level One Defect as defined in the chart below.*

“CJIS” means most recent Criminal Justice Information Services Security Policy published by the Federal Bureau of Investigation.

“Customer Responsibilities” means (1) those specific tasks and obligations identified in the SOW as being the responsibility of the Customer and (2) those obligations, not stated in the SOW, but which would otherwise be reasonably considered as being Customer obligations and responsibilities.

“Customer Project Manager” means a single duly-authorized Customer representative with the authority and/or responsibility to: (1) approve deliverables, changes, invoices, and other official Project documents; (2) allocate and schedule the necessary Customer resources and facilities required to work on and support the Project; (3) communicate with Hexagon’s Project Manager; (4) coordinate any necessary efforts performed by Customer’s third-party vendors; and (5) provide a single point of contact for coordination with the Hexagon Project Manager.

“Hexagon Project Manager” means Hexagon’s resource who shall be responsible for the following: (1) maintaining Project communications with the Customer Project Manager; (2) managing the efforts of the Hexagon staff and coordinating Hexagon’s activities with the Customer Project Manager; (3) conducting any meetings (if applicable) with the Customer Project Manager; and (4) preparing and submitting Project changes to the Customer Project Manager, as necessary

“NCIC” means the National Crime Information Center.

“Network Infrastructure” means the provision of adequate network and internet connectivity to provide sufficient operational bandwidth for the operation of the System in a manner consistent with the Product System Specifications together with all industry-standard network security, monitoring, and protection.

“Permissive Defects” means a substantially failed test that would correspond to a Level Two, Three or Four Error as defined in the chart below*, if the Defect occurred in a live environment.

“Project Assumptions” means assumptions about the SOW. Changes in any of the assumptions will affect the scope, schedule, and/or cost of the Project.

“Project Team” means the applicable Core Team and other resources assigned to provide information or services in connection with the Project, or applicable part thereof.

“Subject Matter Expert” or “SME” means a person(s) who has particular knowledge about a specific topic(s).

“System Administrator(s)” means a person or persons having the appropriate education, training, and/or experience in information technology to provide first tier support of the System.



“Upgraded Version” means the new version of I/CAD and MPS the Customer will operate as a result of completion the tasks set forth in the SOW.

*

Level	Impact of Defect
▶ Level One	<i>No workaround available and either:</i> ▶ <i>Productive use prohibited, or</i> ▶ <i>Aborts.</i>
▶ Level Two	<i>No workaround available and either:</i> ▶ Primary purpose compromised, or ▶ Productive use significantly impacted
▶ Level Three	▶ Productive, but incomplete operation Level Three Defects generally have a workaround or do not otherwise substantially impair productive use.
▶ Level Four	▶ Defects not qualifying as Level One, Two, or Three, including defects of a cosmetic nature and defects not materially limiting complete productive use



ATTACHMENT C — ESTIMATED PROJECT TIMELINE

Task Name	Duration	Business Days Since Start
I/CAD Maintenance Release Update	65.25 days	0 days
2H2023 Update in Test Environment for I/CAD 9.4	32 days	10.25 days
Virtual Server Installation	7.25 days	10.25 days
Configure Securelink for Remote Access	0 days	10.25 days
Database Upgrade	0.25 days	17.5 days
GUI Upgrade	5 days	17.75 days
COTS Interface Upgrade	16.25 days	22.75 days
MPS Build Update	3.25 days	39 days
2H2023 Update in Training Environment for I/CAD 9.4	14.25 days	0 days
Testing of 2H2023 Update for I/CAD 9.4	10 days	42.25 days
Customer conducts functional testing (10 business days)	10 days	42.25 days
Addressing Defects from the Testing Period	15 days	42.25 days
2H2023 Update in Production Environment for I/CAD 9.4	8 days	57.25 days
Data Refresh	1 day	57.25 days
Readiness Review	3 days	58.25 days
Cutover to Production Use	4 days	61.25 days



Attachment D - Bill of Materials for Subscription Licenses -I/CAD Maintenance Release Update

The following subscription Test licenses will be utilized during the I/CAD Maintenance Release update project. The subscription Test licenses will be valid for up to a twelve (12) month period during the project. These subscription Test licenses are solely for nonproduction use and their inclusion creates no entitlement to them outside of this stated purpose.

The subscription Test licenses will remain on Customer's non-production ancillary environment for the duration of the I/CAD Maintenance Release update project, the conclusion of which, Hexagon will discontinue the subscription.

Part #	Description	Quantity
IPS0035TSTSU	I/Backup NL - Subscription - Test License	1
IPS0001HATSTSU	I/Executive for High Availability - Subscription - Test License	1
IPS0002TSTSU	I/Dispatcher CC - Subscription - Test License	16
IPS0004TSTSU	I/Informer CC - Subscription - Test License	1
IPS0008TSTSU	I/Push To Talk NL - Subscription - Test License	1
IPS0009TSTSU	I/Mobile Data Terminal NL - Subscription - Test License	1
IPS0012TSTSU	I/Page NL - Subscription - Test License	1
IPS0015TSTSU	I/Tracker - I/CAD NL - Subscription - Test License	1
IPS0015ATSTSU	I/Tracker - I/CAD NL - Additional Subscription - Test	1
IPS0028ATSTSU	RapidSOS for I/CAD - Essentials - Subscription - Test License	1
IPS0035TSTSU	I/Backup NL - Subscription - Test License	1
IPS0042ITSTSU	I/NetViewer CC - Subscription - Test License	5
IPS0045ITSTSU	I/NetDispatcher CC - Subscription - Test License	5
IPS0048TSTSU	I/FRMS-CADlink CC - Subscription - Test License	1
IPS0051TSTSU	I/CADLink CC - Subscription - Test License	1
IPS0052TSTSU	I/Fire Station Alerting CC - Subscription - Test License	1
IPS0053TSTSU	I/Fire Station Printing CC - Subscription - Test License	1
IPS0080TSTSU	Mobile for Public Safety CC - Subscription - Test License	56
IPS0082TSTSU	Map Administration Utility CC - Subscription - Test License	1
IPS1128UGTSTSU	ProQA Paramount I/CAD Interface CC - UPG Only - Subscription - Test License	1
IPS1183TSTSU	Intergraph Remote Content Management CC - Subscription - Test License	1
IPS1184TSTSU	I/Map Editor for ArcGIS CC - Subscription - Test License	1



HEXAGON

Santa Clara Police Department
Services for 2H2023 Update for I/CAD 9.4

IPS2305TSTSU	HxGN OnCall Analytics - Dispatch Advantage NL 4 Core - Subscription - Test License	1
IPS3042-TSTSU	Xalt - Integration Runtime Engine NL - Subscription - Test License	1
IPS3204TSTSU	Intergraph Mobile Responder Client CC - I/CAD - Subscription - Test License	100
IPS3206TSTSU	Intergraph Mobile Responder Server - I/CAD CC - Subscription - Test License	1
PSA1033TSTSU	CA AB-953 Automated Reporting - Subscription - Test License	1
IPS0004CACTSTSU	I/CAD Message Ste for CA State Switch CC - Subscription - Test License	1
PSA1002TSTSU	ASAP CAD Xalt Interface - Subscription - Test License	1
PSA1018TSTSU	InterCAD CAD Xalt Interface - Subscription - Test License	1
PSA1026TSTSU	Axon CAD Xalt Interface - Subscription - Test License	1
IPS1168TSTSU	Incident Analyst – Subscription- Test License	1