

EXHIBIT A



Customer:	Flagstaff Coconino AZ
Quote Number:	2023-98003
Quote Date:	05/03/2023
Expiration Date:	06/30/2023

This quotation has been prepared for:
Allison Hughes
Support Services Manager
Flagstaff Coconino AZ
911 E. Sawmill

Flagstaff AZ 86001
United States

Ship To:

Flagstaff Coconino AZ
Allison Hughes
Support Services Manager
911 E. Sawmill
Flagstaff Arizona 86001
United States

Bill To:

Flagstaff Coconino AZ
Allison Hughes
Support Services Manager
ACCOUNTS PAYABLE DEPARTMENT
211 W. ASPEN AVE
Flagstaff Arizona 86001
United States

This Quotation is issued by:
Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758 USA
Tel: (256) 730-2000



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Renewal Configuration Listing

Line	Base Part	Description	Begin	End	Service Level	Months	Qty	Monthly Price	Extended Net Price
1	IPS0002BC K	I/Dispatcher - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
3	IPS0002TST	I/Dispatcher - Test License	07/01/2023	06/30/2024	PRM	12	15	\$0.00	\$0.00
4	IPS0002	I/Dispatcher CC	07/01/2023	06/30/2024	PRM	12	14	\$461.76	\$77,575.68
5	IPS0004BC K	I/Informer - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
6	IPS0004TST	I/Informer - Test License	07/01/2023	06/30/2024	PRM	12	3	\$0.00	\$0.00
7	IPS0004	I/Informer CC	07/01/2023	06/30/2024	PRM	12	2	\$617.52	\$14,820.48
9	IPS0042IBC K	I/NetViewer - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
10	IPS0042ITS T	I/NetViewer - Test License	07/01/2023	06/30/2024	PRM	12	16	\$0.00	\$0.00
11	IPS0042I	I/NetViewer CC	07/01/2023	06/30/2024	PRM	12	15	\$46.49	\$8,368.20

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12	IPS0082TST	Map Administration Utility CC - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
13	IPS0082	Map Administration Utility CC	07/01/2023	06/30/2024	PRM	12	1	\$253.62	\$3,043.44
17	IPS0012BCK	I/Page - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
18	IPS0012TST	I/Page - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
19	IPS0048BCK	I/FRMS-CADlink NL - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
20	IPS0048TST	I/FRMS-CADlink NL - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
21	IPS0009BCK	I/Mobile Data Terminal NL - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00

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22	IPS0009TST	I/Mobile Data Terminal NL - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
23	IPS0015BCK	I/Tracker - I/CAD - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
24	IPS0015TST	I/Tracker - I/CAD - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
25	IPS0080C	Mobile for Public Safety CC - Comp	07/01/2023	06/30/2024	PRM	12	32	\$40.82	\$15,674.88
26	IPS1183	Intergraph Remote Content Management CC	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
27	IPS1183BCK	Intergraph Remote Content Management CC - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00

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28	IPS1183TST	Intergraph Remote Content Management CC - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
29	IPS0001HABCK	I/Executive for High Availability - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
30	IPS0001HAC	I/Executive for High Availability - Component	07/01/2023	06/30/2024	PRM	12	1	\$1,840.48	\$22,085.76
31	IPS0001HATST	I/Executive for High Availability - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
32	IPS0002BCK	I/Dispatcher - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
33	IPS0002TST	I/Dispatcher - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
34	IPS0004BCK	I/Informer - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00

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35	IPS0004TST	I/Informer - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
36	IPS0035	I/Backup NL	07/01/2023	06/30/2024	PRM	12	1	\$627.10	\$7,525.20
37	IPS0042IBC K	I/NetViewer - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
38	IPS0042ITS T	I/NetViewer - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
39	IPS1184BC K	I/Map Editor for ArcGIS CC - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
40	IPS1184TST	I/Map Editor for ArcGIS CC - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
41	IPS1184	I/Map Editor for ArcGIS CC	07/01/2023	06/30/2024	PRM	12	1	\$111.13	\$1,333.56
42	IPS0080TST	Mobile for Public Safety CC - Test License	07/01/2023	06/30/2024	PRM	12	32	\$0.00	\$0.00

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43	IPS0080BC K	Mobile for Public Safety CC - Backup License	07/01/2023	06/30/2024	PRM	12	32	\$0.00	\$0.00
44	IPSCUSTO M10	OnCall Records Livescan Interface	07/01/2023	06/30/2024	PRM	12	1	\$122.68	\$1,472.16
45	IPS0028A	RapidSOS for I/CAD - Essentials	07/01/2023	06/30/2024	PRM	12	1	\$116.80	\$1,401.60
46	IPS0028AB CK	RapidSOS for I/CAD - Essentials - Backup	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
47	IPS0028ATS T	RapidSOS for I/CAD - Essentials - Test	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
48	ESCROW	Annual Software Escrow Fee	07/01/2023	06/30/2024	PRM	12	1	\$48.60	\$583.20
49	IPS0012BC K	I/Page - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
50	IPS0012TST	I/Page - Test License	07/01/2023	06/30/2024	PRM	12	2	\$0.00	\$0.00

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51	IPS0012	I/Page NL	07/01/2023	06/30/2024	PRM	12	1	\$559.63	\$6,715.56
52	IPS0048BK	I/FRMS-CADlink NL - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
53	IPS0048TST	I/FRMS-CADlink NL - Test License	07/01/2023	06/30/2024	PRM	12	2	\$0.00	\$0.00
54	IPS0048	I/FRMS-CADlink CC	07/01/2023	06/30/2024	PRM	12	1	\$281.20	\$3,374.40
55	IPS3042-TST	Xalt - Integration Runtime Engine NL - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
56	PSA2100TST	HxGN OnCall Records - NIBRS - Federal - Test	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
57	PSA2100	HxGN OnCall Records - NIBRS - Federal	07/01/2023	06/30/2024	PRM	12	1	\$226.24	\$2,714.88

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58	RMS0016C	Exchange I/ LEADS Server for WebRMS Server	07/01/2023	06/30/2024	PRM	12	1	\$2,127.78	\$25,533.36
59	RMS0016TS T	HxGN OnCall Records - Server CC License - Test License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
60	RMS0017C	Exchange I/ LEADS RMS Client for WebRMS Concurrent User	07/01/2023	06/30/2024	PRM	12	60	\$39.29	\$28,288.80
61	RMS0017TS T	HxGN OnCall Records - Concurrent User License - Test License	07/01/2023	06/30/2024	PRM	12	60	\$0.00	\$0.00
62	RMS0018TS T	HxGN OnCall Records - Jail CC - Test	07/01/2023	06/30/2024	PRM	12	20	\$0.00	\$0.00

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63	RMS0018	Intergraph WebJMS User License	07/01/2023	06/30/2024	PRM	12	20	\$17.86	\$4,286.40
64	RMSCUSTOM15	TraCS Interface	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
65	IPS0009TST	I/Mobile Data Terminal NL - Test License	07/01/2023	06/30/2024	PRM	12	2	\$0.00	\$0.00
66	IPS0009	I/Mobile Data Terminal NL	07/01/2023	06/30/2024	PRM	12	1	\$1,233.65	\$14,803.80
67	IPS0015BCK	I/Tracker - I/CAD - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
68	IPS0015TST	I/Tracker - I/CAD - Test License	07/01/2023	06/30/2024	PRM	12	2	\$0.00	\$0.00
69	IPS0015	I/Tracker - I/CAD NL	07/01/2023	06/30/2024	PRM	12	1	\$697.46	\$8,369.52
72	IPS0009BCK	I/Mobile Data Terminal NL - Backup License	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00

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73	GSPX5007	GeoMedia Professional CC	07/01/2023	06/30/2024	SND	12	1	\$304.61	\$3,655.32
74	IPS2304C	HxGN OnCall Analytics - Records Essentials NL 4 Core Comp	07/01/2023	06/30/2024	PRM	12	1	\$306.01	\$3,672.12
75	IPS2304TSTC	HxGN OnCall Analytics - Records Essentials NL 4 CoreTSTComp	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
76	IPS2043	Intergraph WebRMS Connect for EdgeFrontier	07/01/2023	06/30/2024	PRM	12	1	\$829.92	\$9,959.04
77	IPS3042	EdgeFrontier Runtime Engine	07/01/2023	06/30/2024	PRM	12	1	\$476.28	\$5,715.36

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78	IPS2043TST	HxGN OnCall Records - Xalt Interface - TST	07/01/2023	06/30/2024	PRM	12	1	\$0.00	\$0.00
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\$270,972.72

This quote is provided pursuant to separately agreed upon Terms and Conditions which are expressly identified in this Quote; but in absence of such express identification, this Quote is governed by <https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Sales/USMT062021a.pdf>.

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.

Summary

Total Renewal Year One \$270,972.72

Total Price* \$270,972.72

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*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:

This Quote is an Order made pursuant to that certain Master Agreement dated November 12, 2020 by and between the City of Flagstaff, AZ ("Customer") and Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon").

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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 256-730-6089
Email: ordersall.si@hexagon.com

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Signature:

Flagstaff Coconino AZ

Date:

Signature:

Date:

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Please check to indicate payment and billing instructions:

- My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Hexagon. 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. Hexagon 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 Hexagon 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 Hexagon 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 Hexagon 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
Favor of: Bank: SEB(Skandinaviska Enskilda Banken)
Account Number: 890 043 9688
For further credit to Beneficiary: Intergraph Corporation, Account #00007583

- My ACH PAYMENT has been sent to:

Account Number: 1030429611
Company Name: Intergraph Corporation SGI
Routing Number: 043000096
Beneficiary Bank Name: PNC Bank N.A.
Address: Pittsburgh, PA 15222
Phone# 1-877-824-5001, Opt 1 and Opt 3
Contact: Lockbox Group, Product Client Services

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

Hexagon Safety & Infrastructure (“Hexagon”) Software License Relinquishment Procedure

Note: Do not use this software relinquishment procedure and agreement document if licensee (“Customer”) is rehosting a software license from one machine to another. Customer must use the *Rehost Request* form for moving a software license from one machine to another.

Please use the Software License Relinquishment Agreement provided below only for these situations (all relinquished software licenses subject to this Agreement are hereafter referred to as “Relinquished Licenses”):

- A. Relinquishing software licenses removed from Software Maintenance Contracts
- B. Exchanging one software product for another product
- C. Exchanging one software license type for another (e.g., On-premise for Cloud or Nodelocked for Concurrent)

A. Relinquishing Software Licenses Removed from Software Maintenance Contracts

- If Customer desires to reduce the number of licenses of software on maintenance, the following actions are required.
 - Customer must remove software no longer under maintenance and any associated license key(s) from machines.
 - Customer must complete and sign the Agreement below, giving up all rights to the Relinquished Licenses and associated license key(s). (**Please note:** If Customer later decides to reinstate use, with or without maintenance, of any Relinquished Licenses, Customer must re-purchase the software licenses at the then-current price.)
 - Submit Software License Relinquishment Agreement to Hexagon’s Software Maintenance Contracts department at maintenance.contracts.us.sig@hexagon.com.
- Once Customer’s completed and signed Software License Relinquishment Agreement is received by Hexagon, the following will occur.
 - Software Maintenance Contracts department will forward the Agreement to Hexagon Licensing for action.
 - Hexagon Licensing will deactivate the Relinquished Licenses.

B. Exchanging one software product for another software product (if exchange is available and quoted)

- To exchange one software product for another software product, the following workflow is as follows:
 - Customer will submit the signed quote for the exchange, Customer’s purchase order (“PO”; if required), and the completed and signed Software License Relinquishment Agreement to Hexagon’s Sales Order Processing department at orders.all.us.sig@hexagon.com
 - Sales Order Processing department will forward the Agreement to Hexagon’s Licensing department for action.
 - Hexagon Licensing will process a return for the software license returned in the exchange, deactivate the returned Relinquished Licenses, issue the new software license to Customer with the download instructions, and will update Customer’s license key(s).

C. Exchanging one software license type for another (if exchange is available and quoted)

- To exchange one software license type for another, the following workflow is as follows:
 - Customer will submit the signed quote for the exchange, customer’s purchase order (“PO”; if required), and the completed and signed Software License Relinquishment Agreement to Hexagon’s Sales Order Processing department at orders.all.us.sig@hexagon.com
 - Sales Order Processing department will forward the form to Hexagon’s Licensing department for action.
 - Hexagon Licensing will process a return for the software license returned in the exchange, deactivate the returned Relinquished Licenses, issue the new software license to Customer with the download instructions, and will update Customer’s license key(s)..

Software License Relinquishment Agreement

*** = Required Fields** (as designated for each type of relinquishment below; Missing information will result in delays in processing.)

*** License Key Number(s):** _____

Customer’s PO number for software license exchange (if known): _____

Part 1 below is required for ALL relinquishments described in sections A, B and C in the Policy above. Parts 2 and 3 below are only required for software license exchanges described in sections B and C in the Policy above.

*** 1. Relinquished Licenses**

Software Title	Quantity Relinquished	Host ID
I/Map Editor for ArcGIS CC	1	
I/Map Editor for ArcGIS CC - Backup License	1	
I/Map Editor for ArcGIS CC - Test License	1	

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***2. Product Exchanging FROM:**

Software Title	Quantity Relinquished	License Type (nodelocked or concurrent or cloud)

***3. Product Exchanging TO:**

Software Title	Quantity Relinquished	License Type (nodelocked or concurrent or cloud)

***4. Customer company Information (all fields required):**

Company Name: Flagstaff Coconino AZ

Requestor Name: _____

Email Address: _____

Street Address: _____

City, State, Country, Zip _____

By signing this Agreement, Customer hereby relinquishes, surrenders, terminates and disclaims, in perpetuity, its right to use or allow the use of 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.

Customer acknowledges and agrees that all other terms and conditions of any prior written agreements regarding the Relinquished Licenses, including but not limited to Hexagon's End-User License Agreement, will remain in full force and effect, except for the grant of the license rights themselves.

Signed on behalf of Customer by:

Signature

Name

Title

Date

Please note: Hexagon Safety & Infrastructure Licensing will make best commercial efforts to respond within one business day of its receipt of the completed, signed Agreement, subject to resource availability and volume of requests.

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