

**AMENDMENT 4 TO
CAD/MPS/RMS/AFR SYSTEM AGREEMENT BETWEEN
INTERGRAPH CORPORATION AND THE CITY OF GLENDALE**

This Amendment Number 4 (hereafter called the "Amendment") to the CAD/MPS/RMS/AFR System Agreement between Intergraph Corporation ("Intergraph") and the City of Glendale (the "City") (the "Agreement"), is amended on this the _____ day of _____ 2016.

Whereas, the parties entered into the Agreement on October 25, 2011;

Whereas, the City and Intergraph desire to modify and amend the Agreement subject to and in accordance with the terms of this Amendment;

Now therefore, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Intergraph hereby agree as follows:

1. The last sentence of Section 13 of the Agreement, identified below, is hereby deleted.

Except as otherwise provided by applicable law, no claim, regardless of form, arising out of or in connection with this Agreement may brought by Glendale more than two (2) years after Glendale has knowledge of the cause of action.

2. This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original and all of which when taken together, shall constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories hereto.

Intergraph Corporation

By: _____

Name: Richard L. Morris

Title: Senior Division Counsel

City of Glendale,
an Arizona municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney