

Limited Software License Agreement

Between

City of Glendale, Arizona

and

Hansen Information Technologies Inc.

This Limited Software License Agreement ("Agreement") is made and entered into on 11/14/26, 2002 by the CITY OF GLENDALE, ARIZONA ("Glendale") located at, 5850 West Glendale Avenue, Glendale, Arizona 85301, and HANSEN INFORMATION TECHNOLOGIES INC. ("Hansen") located at 2330 Glendale Lane, Sacramento, California 95825, on the following terms and conditions:

Hansen owns the rights and possesses the intellectual property to certain computer software products and related services from which Hansen derives substantial independent economic value; and Hansen desires to supply Glendale with software licensing and related services under the terms and conditions set forth, and;

Glendale, consistent with its Request for Proposal, Solicitation Number: RFP 01-06 ("RFP 01-06"), desires to obtain licensing for the use of the defined computer software products and access to related services covered under the Hansen-owned copyrights, trademarks, trade names, patents and intellectual property rights;

Therefore, in consideration of mutual promises set forth, the parties agree as follows:

1. **License Granted.** Hansen grants to Glendale and Glendale agrees to accept on the following terms and conditions a non-exclusive and non-transferable license to use the Software and other associated written materials and documentation (referred to separately and collectively as "the Software"). Said Software, and the costs therefore, are described on the attached Exhibit A, which is incorporated herein and made a part of this Agreement. A separate DynamicPORTAL License/Service Level Agreement must be executed prior to the implementation of the DynamicPORTAL modules.
2. Glendale recognizes that Hansen is and shall continue to be the owner of the Software and that the Software is not rented, loaned, or sold to Glendale. All rights not specifically granted in this Agreement are reserved to Hansen.
3. The license granted under this Agreement authorizes Glendale to use the Software subject to the terms and restrictions set forth in this Agreement. Neither this license Agreement, the license provided for herein, nor the Software may be assigned, sublicensed, or otherwise transferred to any person or entity by Glendale.
4. **Definitions.**
 - a) **Agreement** means this Agreement, together with all appendices, exhibits, schedules, attachments, and addenda as the same may be amended, modified or supplemented.
 - b) **Software** means the computer programs, in object or executable form, which Hansen is licensing to Glendale, and related user documentation and source materials. Products covered by this Agreement include the software described in Exhibits A, attached hereto and made a part hereof, and other associated products and related services as may be included in this Agreement or as part of any future addenda. For the purposes of this Agreement, the term "products" includes any improvements, enhancements, changes, alterations, modifications, or amendments to the products provided by Hansen.
 - c) **Object Code** means a collection of statements making up a Software program, whether in written form or in magnetic or other machine-readable form, and characterized by the fact that, in written form, it consists solely of numbers or other symbols and *is not* intelligible without deciphering or translation.

- d) Source Code means a collection of statements making up a Software program, whether in written form or in magnetic or other machine-readable form, and characterized by the fact that it is intelligible in written form.
 - e) Source Materials means a computer program's source code; printed copies (listings) of the source code; all related written materials, comments, and documentation; database schemas, and any and all other materials used by Hansen in the development, maintenance, and support of the products.
 - f) Price Quote means the listing of Hansen products, services and associated prices to be provided under this Agreement, attached to this Agreement as Exhibit A.
 - g) Software Tools means a set of auxiliary programs supplied by Hansen to service, maintain, or otherwise modify the Software.
5. **Term.** The license granted by this Agreement is for perpetuity, unless violated by the licensee or otherwise canceled by Glendale. This Agreement shall automatically terminate without notice if Glendale fails to comply with any material intellectual protective provision of this Agreement. Glendale shall return to Hansen all of the Software, updates, and any whole or partial copies, codes, modifications, and merged portions in any form excepting data upon termination or cancellation of this Agreement. The parties hereby agree that all provisions which operate to protect the rights of Hansen shall remain in force should breach occur, and shall survive the expiration or termination of this Agreement.
6. **Payment.** Payment shall be made by Glendale to Hansen in the amount and for the Software and Services stated on Exhibit A. Payments shall be made as follows:

Software

25 percent of software costs of each module upon placement by Glendale of the order for the module. "Placement of the order" refers to future phases, this Agreement is an order for the modules referred to herein.

50 percent of software costs of each module upon delivery of the module to Glendale.

25 percent of software costs of each module upon final acceptance of each module. Final acceptance will occur upon the satisfaction of the agreed to acceptance criteria or sixty (60) days from the time each module is placed into actual production, whichever occurs first.

Service and Maintenance

Upon placement of the module into production or satisfaction of the acceptance criteria, whichever occurs first.

Professional Services and other items excluding Service and Maintenance

Billed monthly as accrued

Hansen acknowledges that its failure to successfully complete a phase, or any portion of a phase, of the planned implementation of the Software may result in Glendale adjusting payments to reflect Hansen's performance.

Hansen will separately invoice for Software, Professional Services, Service and Maintenance, and Hardware. A finance charge of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is less, will be assessed on all payments that are past due. Any amount outstanding for more than sixty (60) days after the date of invoice shall constitute a material breach on the part of Glendale.

Hansen acknowledges that Glendale is exempt from Federal Excise Taxes and all invoicing will be consistent with this understanding. Glendale agrees to provide Hansen with an exemption certificate

upon request.

7. **Cancellation and Termination.**

Termination for Default. In the event of Hansen's default, and in addition to its other available remedies, Glendale may provide written notice of the termination of this Agreement. Should Glendale be forced to purchase all or any portion of the deliverables required by this Agreement from another source, it shall recover the excess costs by (1) deduction from an unpaid balance due to Hansen; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law. This clause only applies prior to acceptance or "live" use of the Software.

Termination at Will. Glendale shall have the right to terminate this Agreement upon thirty (30) days written notice to Hansen. Glendale will be responsible for reimbursing Hansen for those items that have been delivered. Glendale will reimburse Hansen for actual labor and material costs incurred prior to notice of cancellation. In addition to actual labor and material costs incurred, Glendale will pay to Hansen, except in the event of a breach of the Agreement by Hansen, an additional amount equal to the average profit margin that Hansen is able to show it has received during its prior fiscal year on similar items; but, in no event, shall this additional amount exceed eight percent (8%) of the total actual labor and material costs on all ordered modules. This clause only applies prior to acceptance or "live" use of the Software.

Fund Appropriation Contingency. Hansen understands that the continuation of this Agreement after the close of any given fiscal year of Glendale, which ends on June 30, shall be subject to the budget of Glendale providing for the contract item as an expenditure therein. Glendale cannot assure that the budget item for funding this Agreement will be approved in the future, as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, Glendale may terminate this Agreement as of the close of its fiscal year. This clause only applies prior to acceptance or "live" use of the Software.

8. **Rights Upon Termination.** Upon termination of this Agreement, for any reason, Glendale shall return to Hansen the original of the Software, related user documentation, Source Materials and Software Tools, and destroy all copies, except those provided for below, in any form made therefrom whether in whole or in part, including partial copies or modifications. Within thirty (30) days after termination, Glendale shall certify to Hansen that, through its best efforts and to the best of its knowledge, it has complied with the requirements of this paragraph.
9. **Copies.** Glendale shall not copy the Software except as expressly authorized herein; provided that Glendale may make no more than two (2) copies as reasonably necessary for archival and back-up purposes. All trademark, copyright and proprietary rights notices must be faithfully reproduced by Glendale to the extent reasonably possible and included on such authorized copies. Glendale, with Hansen's permission, may copy limited documentation for its internal training, management, and process control purposes. Hansen shall not unreasonably deny permission for limited copying.
10. **Derivative Works and Trade Secrets.** Glendale shall not create, or knowingly allow any other person or entity to create, any derivative work or product based on or derived from the Software, data model or documentation or modify any Software, data model, or documentation without the prior written consent of Hansen. In the event of a breach of this provision (and without limiting Hansen's remedies) said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Hansen. Glendale acknowledges that the Software and related output (including procedures, printed output, screen displays, formats, menus, graphics, audio output, etc.) are trade secrets of, and proprietary to, Hansen. Unless required by law, Glendale agrees *not* to: (i) use any of the Software and related output except in accordance with the terms of this Agreement, or (ii) allow any other person to use, or copy any of the Software and related output. This section shall also protect and be applicable to these trade secrets even if they are modified or changed by Glendale. Glendale shall have no obligation to protect against derivative works or trade secret with respect to any independent contractor or subcontract contracted by Hansen.
11. **Source Code and Reverse Engineering.** This Agreement does not entitle Glendale to any source code, source materials or other confidential information that Hansen elects to withhold. Hansen shall enter into a

"FlexSAFE Escrow Agreement" with DSI Technology Escrow Services ("DSI"). A copy of Exhibit B of that escrow agreement (the Description of Deposit Materials), signed by DSI after deposit of materials into escrow, shall be provided to Glendale. Glendale shall pay the annual fees necessary to maintain the escrow account and Hansen shall assist in securing from DSI a notice of the annual payment due. Glendale will not decompile, disassemble or reverse engineer the Software or create any derivative work based on or derived from the Software, data model, or documentation.

12. Trademarks, Trade Secrets and Intellectual Property.

- a) Glendale acknowledges and recognizes that the Software; including, but not limited to Object and Source Codes, and Source Materials, and all associated intellectual property rights are the property of Hansen and that Hansen holds the copyright interests therein, the Programs and Documentation being treated as unpublished works. Glendale also recognizes and acknowledges the trademarks, trade names, copyrights, patents, intellectual property and trade secrets of any proprietary software utilized within or in connection with the Software (e.g. Oracle). Glendale and its employees agree to cooperate in good faith to secure and preserve Hansen's right and title to the trademarks, trade names, copyrights, patents, intellectual property and trade secrets. Glendale and its employees understand: (1) that Hansen's trademarks, trade names, copyrights, patents, trade secrets and intellectual property have independent economic value, (2) that the independent economic value derives from the fact that Hansen's information is not generally known to the public nor known to Hansen's competitors or others in the public works Software field, (3) that this Agreement to maintain Hansen information secrecy is reasonable, and (4) that they owe a duty to Hansen to maintain and protect secrecy with respect to Glendale's employees. This provision, however, shall create no duty on the part of Glendale to protect the right and title to the trademarks, trade names, copyrights, patents, intellectual property and trade secrets identified in this agreement from violation by contractors or subcontractors contracted by Hansen.
- b) Except as provided in this paragraph with respect to Public Records Law, Glendale and its employees expressly agree to retain in confidence all information, formula, compilations, programs, methods, techniques, processes, ideas and concepts imparted by Hansen regarding the trade secrets of Hansen, including but not limited to, Hansen's data element dictionary, data definition language, data model, technical and instructional manuals, documentation, descriptions, computer screens, reports, table codes, forms, schema, flow diagrams, instructions and any other information provided by Hansen to Glendale.
- c) Glendale agrees to limit its use of any knowledge obtained from Hansen to those activities covered under the terms of this Agreement. Specifically, Glendale and its employees are explicitly prohibited from the design, development, or reverse engineering of any product. Glendale also is explicitly prohibited from modifying, changing, customizing, improving, or enhancing Hansen's products. Furthermore, Glendale understands that any individual characteristic or component supplied by Hansen, each of which, by itself, may be in the public domain, but is contained in the unified Hansen process, design and operation of its products, represents a unique combination and affords a competitive advantage and may be a protectable trade secret, which shall be protected, to the extent it is a trade secret, only to the extent and as outlined in the portion of this paragraph pertaining to Public Records Law.
- d) Hansen's products are copyrighted by Hansen. Except as provided for herein, Glendale agrees not to remove any copyright notices or confidential or proprietary legends from the Software, incorporated products or Software tools without Hansen's prior written consent. Except as provided for herein, neither Hansen nor Glendale shall use the other's trademarks or trade names on products or other materials without the prior written consent of the other.
- e) Glendale shall require that the Hansen Software and associated materials be maintained in a manner so as to reasonably preclude unauthorized persons from having access thereto. Glendale shall use reasonable efforts to assist Hansen in identifying any unauthorized use, copying, or disclosure of any portion of the Hansen Software by any present or former staff member, upon being provided reasonable evidence that such unauthorized disclosure, use, or copying may have occurred.

13. **Public Records Law.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Hansen acknowledges that all software, documents, materials, information, etc., provided to Glendale may be subject to disclosure by laws related to open public records. Consequently, Hansen understands that disclosure of some or all of the items subject to this Agreement may be required. In the event Glendale receives a request for disclosure that is reasonably calculated to incorporate information that might be considered a trade secret of Hansen, Glendale agrees to provide Hansen with notice of that request, which shall be deemed given when deposited by Glendale with the USPS for regular delivery to Hansen's address specified below for notices. Within ten (10) days of Glendale's notice, Hansen will inform Glendale in writing of any objection by Hansen to the disclosure of the requested information. Failure by Hansen to object timely shall be deemed to waive any objection and any remedy against Glendale for disclosure. In the event Hansen objects to disclosure within the time specified, Hansen agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which Hansen does not object thereto. Furthermore Hansen agrees to indemnify and hold harmless Glendale from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending Glendale in any legal action and payment of any penalties or judgments. Hansen expressly agrees that this indemnification covenant is irrevocable and perpetual.
14. **Training.** Hansen shall provide training in the operation and maintenance of the software and equipment at the cost detailed in Exhibit B. Training shall include User and Administrative Manuals in sufficient detail to assist the operator in the majority of instances and shall include a "Train the Trainer" Program that will allow Glendale to conduct future training sessions. Hansen will coordinate with Glendale with respect to the scheduling of training. Hansen understands that training of Glendale employees may be required in more than one session. Training shall be scheduled in a manner that will avoid excessive time between the training sessions and system testing and usage. At time of training, a sufficient quantity of manuals shall be supplied to each student at no additional cost to Glendale. All workbooks/manuals shall be clear and legible. Glendale shall have the right to reproduce any material for internal educational, management, and process control purposes.
15. **Support Services.** Glendale agrees to pay Hansen for annual service and maintenance, if so contracted and not otherwise terminated, in the amount and in the manner stated in the separate Service and Maintenance Agreement. Service and Maintenance is required for the first year of licensed use.
16. **Other Professional Services and Fees.** Hansen maintains a list of standard professional services and fees to facilitate the support and administration of Glendale's work. Prices quoted will be subject to change, with no more than one price change per year. Any cancellation of professional services by Glendale with two weeks notice or less prior to the date scheduled for the services will be subject to a \$250 fee plus any non-refundable travel expense unless the cancellation was caused directly or indirectly by Hansen. Hansen agrees that it shall be fully responsible for making any modifications necessary for legal compliance for a fee during the period in which an active Service and Maintenance Agreement is in effect. If modification is necessary for legal compliance and modification has been made to the Software for another customer, Hansen shall provide that modification to Glendale for only the costs of implementation and a pro rata share of the development cost, if any. In the event of a call for service, Hansen agrees to give Glendale reasonable attention.
17. **Indemnification for Third Party Intellectual Property Claims.** Hansen agrees to and does hereby indemnify, defend and hold harmless from liability Glendale against any and all claims that the Software infringes any rights of third parties in patent, copyright or trade secrets in the United States and any and all actions arising out of such claims. In the event of any such claim or action, Hansen shall have the option to either; 1) modify the Software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein and to reimburse Glendale for its costs associated with such modification; or 2) procure for Glendale the right to continue using the Software. Any such indemnification under this Section shall be contingent upon Glendale 1) promptly notifying Hansen in writing of any claim or action of which indemnification is sought; and 2) affording to Hansen sole control of the defense or settlement of any such claim or action. Hansen will pay any damages, and legal fees and costs, incurred by Glendale as a result

of a claim, actions, lawsuit, award, or judgment arising out of a claim of infringement of any rights of third parties in patent, copyright or trade secrets in the United States. Hansen expressly agrees that this indemnification covenant is irrevocable.

18. **Limited Warranty – Software.** Hansen warrants that if Software fails to substantially conform to the specifications in the Software documentation, to any other Software specifications in the documentation, or to the representation or to the representations made in the RFP Response and the nonconformity is reported in writing by Glendale to Hansen within one (1) year from "live" date of the Software as calculated from the date of implementation of each module, then Hansen shall, at its option, either correct the nonconformity or offer to terminate this Agreement and refund the licensing fees previously paid by Glendale upon return of all copies of the Software and documentation to Hansen. In the event of such a refund, the license conveyed by this Agreement shall terminate. This Limited Warranty is solely for the benefit of Glendale. The Warranty period shall commence upon placing the Software into production or upon satisfaction of the acceptance criteria, whichever occurs first.
19. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF HANSEN ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, THE DOCUMENTATION, OR PROFESSIONAL SERVICES (REGARDLESS OF THE FORM OF ACTION OR CLAIM – E.G. CONTRACT, WARRANTY, MALPRACTICE, AND/OR OTHERWISE), IS LIMITED TO THE TOTAL FEES PAID BY GLENDALE UNDER THIS AGREEMENT. HANSEN SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HANSEN IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THIS PROVISION DOES NOT APPLY TO INDEMNIFICATION CLAIMS SUBJECT TO PARAGRAPH 17 OR PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS.
20. **Disclaimer of Warranties.** HANSEN MAKES NO WARRANTY, REPRESENTATION OR PROMISE EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. HANSEN DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED HEREIN, HANSEN DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY GLENDALE'S REQUIREMENTS OR THAT THE SOFTWARE OR DOCUMENTATION IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
21. **Force Majeure.**
 - a) Neither party shall be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such Party and without its fault or negligence.
 - b) Each of the Parties hereto agrees to give notice forthwith to the other upon becoming aware of an event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
 - c) If a default due to an Event of Force Majeure shall continue for more than three (3) months then the party not in default shall be entitled to terminate this Agreement as a result of an Event of Force Majeure.
22. **Modification, Amendment, Supplement or Waiver.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties. A failure or delay of either party to this Agreement to enforce any of the provisions of this Agreement, to complain of any act or failure to act, to exercise any option herein provided, or to require performance of any of the provisions hereof, shall not be construed as a waiver of such provision of this Agreement. The giving of consent by a party in any one instance shall not

limit or waive the necessity to obtain future consent for the same or other actions. Glendale shall have the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Hansen agrees to accept orders only from employees of Glendale that have been expressly and specifically authorized to place orders. Hansen acknowledges that no person other than the City Manager, or his expressed designatee, has the authority to change, amend, or interpret the terms, conditions, or provisions of this Agreement. Hansen, therefore, waives any claim that an employee or agent of Glendale has implied authority to bind Glendale to any agreement.

23. **Liability.** Except for the negligence of the City, its officers, managers, employees, or agents, Hansen shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Hansen's occupancy, maintenance, repair, replacement, installation, and/or any other work performed pursuant to the contract. Hansen agrees to indemnify, defend, and hold harmless Glendale, and its officers, agents and employees, against and from; (1) any and all losses, claims, damages, lawsuits and liabilities for any personal injury, death, or property damage arising out of, or as a consequence of, any work performed pursuant to the contract; (2) any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney(s) fees; and (3) any and all penalties and damages incurred by reason of Hansen's failure to obtain any required permits or licenses, or to comply with any applicable laws, ordinances, or regulations. Hansen shall also indemnify, defend, and hold harmless Glendale from any claimants supplying labor or materials to the contractor or sub-contractors in the performance of the work required under this contract. Glendale reserves the right to request Hansen to provide written certification that all liens against materials and labor have been satisfied, before Glendale will make payment. Hansen expressly agrees that this indemnification covenant is irrevocable.
24. **Severability.** In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision which comes closest to the intention of the parties underlying the illegal, invalid or unenforceable provision.
25. **Relationships of the Parties.** Hansen and Glendale are independent of each other. This Agreement does not create in any manner or for any purpose an employee-employer relationship or a principal-agent relationship between Glendale and Hansen. Neither party is authorized to enter into Agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligations due or owed the other, or to accept service of process for the other. Under no circumstance or interpretation will this Agreement be construed as a work for hire. Hansen shall not subcontract this Agreement or any portion thereof without the prior written approval of Glendale. Approval of any subcontract arrangement shall not be construed as making Glendale a party to any sub-contract. In no event shall any sub-contract relieve or diminish Hansen's obligations and liabilities under this Agreement. Glendale shall not be deemed an employer of any subcontractors or any employee of a subcontractor. All interaction with sub-contractor and its employees by Glendale will be as though the sub-contractor and its employees were employees and, unless and to the extent of specific limitations, agents of Hansen. Hansen shall ensure that all subcontractors and their employees are covered by all applicable, proper, prudent, and sufficient insurance and shall indemnify and hold harmless Glendale from any and all claims, actions, lawsuits, etc, brought by subcontractor against Glendale, except in the event of Glendale's own negligence. Hansen expressly agrees that this indemnification covenant is irrevocable and perpetual. With respect to sub-contractors, Glendale shall have no obligations whatsoever to Hansen for the protection against the disclosure of trade secrets and confidential information; nor shall Glendale have any obligation to protect Hansen's intellectual property rights, including guarding against derivative works.
26. **Conflict of Interest.** Hansen certifies and warrants that neither Hansen, nor any of its agents, representatives or employees which will participate in any way in the performance of Hansen's obligations hereunder has or will have any conflict of interest, direct or indirect, with Glendale. Both parties acknowledge that no member

of the governing body of Glendale, nor any employee of Glendale who exercises any functions or responsibilities in connection with the carrying out of the provisions of this Agreement, has any personal interest, direct or indirect, in this contract.

27. **Entirety of Agreement.** The contract documents that comprise the entire agreement between Hansen and Glendale are 1) this Agreement; 2) Hansen's response to RFP 01-06 dated October 4, 2001 or best and final offer for modules not specifically addressed in Hansen's response to RFP 01-06; 3) RFP 01-06; 4) the Professional Services Agreement; 5) the Service and Maintenance Agreement. Except as provided herein, the terms and conditions of any and all appendices, exhibits, schedules, and attachments to this Agreement are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein. Article and paragraph headings used herein are for reference purposes only and shall not be deemed a part of this Agreement. Should there be any conflict between contract documents or any provision of the Agreement is deemed vague, the provisions of the other contract documents, in order of precedence listed above, will be used for the purposes of interpretation. These contract Maintenance Agreement, constitute the entire Agreement between the parties and supersedes all previous Agreements including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof. A Professional Services Agreement and a Service and Maintenance Agreement will also be entered into by the Parties.
28. **Compliance with all Laws.** Hansen warrants to Glendale that the Software, all of its other products, its services, its facilities, and its policies and practices, are and shall be in full compliance with all applicable Federal, State and Local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether these are associated with or relate to this Agreement or Hansen's connections with Glendale. Hansen agrees to indemnify and hold harmless Glendale in the event of a breach of this warranty. Hansen expressly agrees that this indemnification covenant is irrevocable. Hansen shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act. Hansen will supply to Glendale all Material Safety Data Sheets (M.S.D.S.) In accordance with Federal requirements, including all M.S.D.S. applicable to hazardous materials Hansen supplies to Glendale or brings onto Glendale property for any length of time.
29. **Attorney's Fees.** In the event of any litigation, arbitration or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals, any other relief to which that party may be entitled.
30. **Counterparts/Facsimiles.** This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument. The parties agree that transmission to the other party of this Agreement with facsimile signatures shall suffice to bind the party transmitting same in the same manner as if this Agreement with such party's original signature had been delivered. Without limiting the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the party as soon as possible thereafter.
31. **Notices.** All notices required by this Agreement shall be in writing and sent via first class mail, overnight deliver, courier, or facsimile (if confirmed by one of the preceding mailing methods) to the following addresses:

For Hansen:

Hansen Information Technologies Inc.
2330 Glendale Lane
Sacramento, California 95825

For Glendale:

Limited Software License Agreement

Hansen Information Technologies

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

with copy to:

City Attorney's Office
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

32. **Cooperative Use.** Hansen agrees that the terms, pricing, and other substantive provisions of this Agreement may be relied upon and used by other governmental agencies and political subdivisions of the State of Arizona in the formulation of similar agreements with Hansen for the same products that are the subject of this Agreement. Any such reliance or usage by other entities must be in accordance with the charters, statutes, ordinances, rules, and regulations of the respective entity and must be approved by Hansen, approval which shall not be unreasonably withheld. The extension of the terms of this Agreement to the other entities specified above shall be effective for one (1) year from the date of this Agreement.
33. **Assignment.** Except as provided for herein with respect to subcontractors, Hansen shall not assign any of the rights, duties, warranties, certifications, or obligations under this Agreement to any other person or entity without the prior written approval of Glendale, approval which Glendale shall have sole discretion to exercise. Should this contract be assigned as provided herein, this contract shall be fully binding upon assignee, including provisions for assignment in the event further assignment is sought. Notwithstanding the above, Hansen may assign this Agreement without Glendale's consent in the event of merger, acquisition or all or substantially all of Hansen's assets, or acquisition of a majority of Hansen's voting shares.
34. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.
35. **Timeliness of Performance.** Time is of the essence in the fulfillment of this Agreement.

The parties, each acting under due and proper authority, have executed this Agreement as of the day, month, and year first above written.

CITY OF GLENDALE, ARIZONA

HANSEN INFORMATION
TECHNOLOGIES

By Terry Zerkle
Name TERRY ZERKLE
Title Asst. City Manager
Date 6/5/02

By Craig A. Hansen
Name CRAIG A. HANSEN
Title VICE PRESIDENT
Date May 10, 2002

APPROVE AS TO FORM:

Richard H. Flaen
Richard H. Flaen
City Attorney

ATTEST
Paula C. [Signature]
Paula C. [Signature]

City of Glendale, AZ

**Hansen Version 7series for Construction and Use Permits, Code Enforcement,
Work Notice, Cashiering and Mobile Solutions
Windows NT/Oracle 8.x**

<u>Product #</u>	<u>SOFTWARE COSTS</u>	<u>Unit Price</u>	<u># of Seats</u>	<u>Cost</u>
LC-01	Construction & Use Permits	1,500	50	\$75,000
LP-01	Code Enforcement	1,500	15	\$22,500
LWN-01	Work Notice (Tab Editor for Permits, Code and Work Notice only)	1,500	10	\$15,000
CM-01	Cashiering Module	7,500	4	\$30,000
HMS-PI	Mobile Permit Inspections	2,500	12	\$32,500
HMS-PPC	Mobile Work Management (add-on to Permit Inspection)	500	13	\$6,500
DYP	DynamicPORTAL (Customer Service)	10,000	enterprise	\$10,000
OLE	OLE Container	22,500	enterprise	\$22,500
NAG	Nag System	22,500	enterprise	\$22,500

SOFTWARE SUBTOTAL**\$236,500**

	<u>PROFESSIONAL SERVICES & FEES</u>		<u># of Days</u>	
PS-PM	Project Manager** (Total)	1,500	88	\$132,000
	Construction & Use Permits		45	
	Code Enforcement		20	
	DynamicPORTAL		5	
	Cashiering Module		5	
	Mobile Permit Inspections		3	
	Mobile Work Management (add-on module)		3	
	OLE Container		1	
	Nag System		1	
	Work Notice		5	
PS-ICD	IVR Interface Analysis*	6,000	1	\$6,000
PS-DCD	Data Conversion Analysis*	6,000	1	\$6,000
PS-ICD	System Interface Analysis*	6,000	1	\$6,000
PS-ICD	Configuration for Dynamic Portal	10,000	1	\$10,000
PS-OT	Onsite Training** (Per Training Day, 12 students max per class)	1,500	44	\$66,000
PS-ICD	HMS Requirements Analysis			\$25,000
PS-PM	Configuration Services for Mobile Solutions***			TBD
PS-OT	HMS Training** (Per Training Day, 12 students max per class)	1,500	4	\$6,000
PS-ICT	Software Set-up and Install - HMS			\$9,000
PS-ICT	Installation and Configuration (Current Customer)			City of Glendale will install
EXP	Out of Pocket Expenses			Actuals to be billed as incurred

PROFESSIONAL SERVICES SUBTOTAL**\$266,000**

SMA-CS	HANSEN'S ANNUAL SERVICE AND MAINTENANCE (Total)	\$42,570
	Construction & Use Permits	\$13,500
	Code Enforcement	\$4,050
	Work Notice	\$2,700
	Cashiering Module	\$5,400
	Mobile Permit Inspections	\$5,850
	Mobile Work Management (add-on module)	\$1,170
	DynamicPORTAL	\$1,800
	OLE Container	\$4,050
	Nag System	\$4,050

QUANTITY DISCOUNT**15%****(\$35,475)****TOTAL IMPLEMENTATION COST****\$509,595**

Please see product descriptions on the following page(s).

***Data conversion and system interface analysis costs are based upon the analysis of each data source. Additional conversion and interface costs will be determined after analysis if needed.**

****Project Management and Training Days are Hansen's best estimate of time required, however should unforeseen issues arise, additional days may be required.**

*****Final configuration costs are based on requirements analysis.**

Hansen Authorized Signature _____

April 15, 2002: Price Quote by **Chris Crump**

Unless accompanied by an authorized signature above this quote is for budgetary purposes only.

If signed, this quotation is valid for 90 days.

Past due invoices over 30 days will incur interest charges.



Invoice	Invoice Date	Due Date
P - 3943-US06A	08/25/2016	10/31/2016

Invoice

Bill to: GLENDALE, CITY OF
Water Services Department
6210 W Myrtle Ave
Glendale, AZ 85308
USA
Attn: Jacques Brados

Deliver To: GLENDALE, CITY OF
Water Services Department
6210 W Myrtle Ave
Glendale, AZ 85308
USA
Attn: Installed Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
372299			USD Maintenance Renewal

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date	Amount
Hansen 7 - Basic Inventory Control	Glendale	1	1	12/01/2016	11/30/2017	0.00
Hansen 7.x - Spell Checker	Glendale	1	1	12/01/2016	11/30/2017	0.00
Hansen 7.x - Sewer - FieldWorks	Glendale	1	1	12/01/2016	11/30/2017	426.47
Hansen 7.x - Plant/Fleet	Glendale	1	20	12/01/2016	11/30/2017	6,216.88
Hansen 7.x - Image Processing (System License)	Glendale	1	1	12/01/2016	11/30/2017	1,770.56
Hansen 7.x - Sewer	Glendale	1	18	12/01/2016	11/30/2017	9,744.34
Hansen 7.x - Formula Based TV Insp.	Glendale	1	1	12/01/2016	11/30/2017	621.68
Hansen 7.x - Street	Glendale	1	1	12/01/2016	11/30/2017	194.27
Hansen 7.x - Water	Glendale	1	20	12/01/2016	11/30/2017	11,694.73
Hansen 7.x - Tab Editor	Glendale	1	1	12/01/2016	11/30/2017	0.00
Hansen 7.x - Customer Service - COMBINED	Glendale	1	36	12/01/2016	11/30/2017	787.04
Hansen 7.x - Image Display	Glendale	1	1	12/01/2016	11/30/2017	0.00
Hansen 7.x - Storm	Glendale	1	10	12/01/2016	11/30/2017	12,029.05
Hansen GEOAdministrator	Glendale	1	1	12/01/2016	11/30/2017	2,556.17
Hansen Integrated Map Viewer	Glendale	1	5	12/01/2016	11/30/2017	751.82
Hansen 7.x - Plant/Fleet	Glendale	1	3	12/01/2016	11/30/2017	1,555.42

Carry Forward 48,348.43



Invoice	Invoice Date	Due Date
P - 3943-US06A	08/25/2016	10/31/2016

Invoice

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date	Amount
TAX(Type RE - AZ)						4,170.26

For renewal questions, please contact Shawwna Wagner, Maintenance Business Manager
Phone: +19164745041
Email: Shawwna.Wagner@infor.com

Remit to:

Infor Public Sector, Inc.
4213 Solutions Center
Lockbox 774213
Chicago, IL 60677-4002
USA
Cash.Applications@infor.com
EFT: Wells Fargo Bank
ABA #: 121000248
Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
48,348.43	4,170.26	52,518.69

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: USD 52,518.69

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details

Page No. 2 of 2



Invoice	Invoice Date	Due Date
P - 3942-US06A	08/25/2016	10/31/2016

Invoice

Bill to: City of Glendale
Building Safety Department
5850 W Glendale Ave
Glendale, AZ 85301
USA
Attn: Marcella Maulfair

Deliver To: City of Glendale
Building Safety Department
5850 W Glendale Avenue
Glendale, AZ 85301
USA
Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
372299			USD

Maintenance Renewal

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date
Hansen 7.x - OLE Container	Glendale	1	1	12/01/2016	11/30/2017
Hansen 7.x - Construction & Use Permits	Glendale	1	85	12/01/2016	11/30/2017
Hansen 7.x - Code Enforcement	Glendale	1	15	12/01/2016	11/30/2017

TAX(Type RE - AZ) 3,778.53

For renewal questions, please contact Shawnna Wagner, Maintenance Business Manager
Phone: +19164745041
Email: Shawnna.Wagner@infor.com

Remit to:

Infor Public Sector, Inc.
4213 Solutions Center
Lockbox 774213
Chicago, IL 60677-4002
USA
Cash.Applications@infor.com
EFT: Wells Fargo Bank
ABA #: 121000248
Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
44,453.30	3,778.53	48,231.83

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: USD 48,231.83

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details