



Saginaw City Council Regular Meeting Agenda

Andersen Enrichment Center
[120 Ezra Rust Dr.](#)
November 17, 2025
6:30 PM

Prayer and Pledge of Allegiance

Roll Call

Announcements

Public Hearings

Public Input

(A list will be provided following submittal deadline.)

Remarks of Council

Reports From Manager

Consent Agenda

1. Approve the November 3, 2025 regular council meeting minutes.
2. Approval of the 2026 City Council Meeting Schedule.
3. Approval of a purchase with Kent Communications, Inc. for \$4,148.90 for FY 2026; and pending budget approval for FY 2027 and FY 2028, for the printing of Notices of Assessment for the Fiscal Services Department, Assessing Division.
4. Approval of a purchase with McKenna for \$38,000 to develop the 2026-2030 Five-Year Consolidated Plan, Citizen Participation Plan, and the 2026 Annual Action Plan for the Office of Management and Budget, Community Services Division.
5. Approval of a purchase with Dover & Company for \$19,942.00 to furnish and install two new overhead doors for the Police Department.
6. Ratification of an emergency purchase with Custom Engineering Heating & Cooling for \$15,310.00 for a Trane 6 Ton Packaged Gas Fired HVAC unit for the Public Services Department, Maintenance and Service Division.
7. Approval of the proposal from Fishbeck for \$170,000.00 for the design of the Mason Street & Dead-End Looping Watermains project for the Public Services Department, Engineering Division.

8. Approval of a purchase from EAM Solutions LLC, sole source vendor, for \$319,369.01 for FY 2026, and pending budget approval, for \$46,707.54 for FY 2027, \$46,707.54 for FY 2028, \$49,043.28 for FY 2029, and \$51,495.58 for FY 2030 for the upgrade and Annual Licensing of the City's Enterprise Asset Management (EAM) System at the Water and Wastewater Treatment Plants, for the Water and Wastewater Treatment Services Department, Instrumentation and Process Controls Division.
9. Approval of a purchase with Libra Industries, Inc. for \$2,731.86 for Annual Operations Uniforms for FY 2026 for the Water and Wastewater Treatment Services Department, Water Treatment Division.

Board/Commission/Committee Reports

Appointment of Board/Commission/Committee Members

1. Approve the Council appointment of Nathan Hanley to the Human Rights Commission with a term to expire December 30, 2026.
2. Approve the Council reappointment of Debra Melkonian to the Human Planning Commission with a term to expire December 31, 2027.

Ordinance Introduction

Ordinance Adoption

1. An ordinance to amend Chapter 151, "Property Maintenance Regulations," of Title XV, "Land Usage," by amending §151.112, "Non-Owner Occupied Property; Prohibited Conduct," §151.113, "Non-Owner Occupied Property; Registry," §151.114, "Unoccupied Property Registry," and §151.117, "Fees," of the City of Saginaw Code of Ordinances, O-204.

Resolutions

Unfinished Business

Miscellaneous Business

Adjournment



Accessibility Notice:

If you require accommodations to attend or participate in this meeting due to a disability, please contact the [City Clerk's Office](#) at [\(989\) 759-1480 ext. 6](#) or visit in person at:

[Saginaw City Hall](#)
[1315 S. Washington Ave.](#)
[Saginaw, MI 48601](#)

Advance notice is appreciated to allow time to make arrangements.

A Regular Meeting of the Council of the City of Saginaw, Michigan, was held Monday, November 3, 2025, at 6:30 p.m. at the Andersen Enrichment Center, 120 Ezra Rust Drive, Saginaw, Michigan.

Prayer and Pledge of Allegiance

Mayor Moore offered a prayer and led the pledge of allegiance of the United States of America.

Roll Call

Mayor Moore called the meeting to order. Council Members present: Tobias Young, Jacinta Seals, Michael Balls, Priscilla Garcia, Bill Ostash, Eric Braddock Sr., Heidi Wiggins, Carly Hammond, Brenda Moore: 9. Council Members absent: 0.

Announcements

City Clerk Kristine Bolzman announced the following:

- The City's Convenience Station will be open this Saturday, November 8 from 8:00 a.m. until noon. Residents may use the station to drop off miscellaneous or bulky items for disposal.
- City Offices will be closed Tuesday, November 11, in observance of Veterans Day.

Public Input

Members of the public that addressed the Council: Melanie Velasco, Joyce Seals, Hurley Coleman, Pamela Pugh, and Royce Stephens.

Council Remarks

Remarks were heard from the following Council Members: Seals, Balls, Ostash, Braddock, Wiggins, Hammond, Young, Garcia, and Mayor Moore.

Reports from Manager

City Manager Tim Morales introduced retired Chief Ronald Wiles, Jr., Executive Director and retired Detective Lieutenant Matt Silverthorn, Accreditation Program Director, of the Michigan Association of Chiefs of Police. Directors Wiles Jr. and Silverthorn presented Police Chief Robert Ruth and Deputy Police Chief Matthew Gerow with the Law Enforcement Accreditation Award.

Consent Agenda:

Moved by Council Member Seals, seconded by Council Member Balls to approve the consent agenda, allowing room for exceptions. An exception was made to item 7. 9 ayes, 0 nays, 0 absent. Motion approved.

1. Approve the October 20, 2025, regular council meeting minutes.
2. Approve Petition 25-6 from Wolverine Fireworks Display, Inc. to display fireworks on Ojibway Island on November 21, 2025, at 8:30 p.m.

3. Ratification of an emergency purchase with CDWG, Inc. for \$7,261 for an Uninterruptible Power Supply (UPS) for the Technical Services Department, Information Services Division.
4. Approve the blanket purchase with Certified Abatement Services, Inc. for \$5,000 for the abatement, hauling, and disposal of asbestos-containing materials for the Public Services Department, Maintenance and Service Division for FY 2026.
5. Approve the blanket purchase order with LaFontaine Ford Birch Run for \$15,000 for vehicle repairs for the Public Services Department, Motor Pool Division.
6. Approve the blanket purchase order with Precision Fleet Image for \$15,000 for vehicle repairs for the Public Services Department, Motor Pool Division.
7. Approve the purchase with Lunghamer Ford of Owosso for \$32,689 for a 2026 Ford Maverick for the Water and Wastewater Treatment Services Department, Water Treatment Division.
8. Approve the purchase with Lunghamer Ford of Owosso for \$32,089 for a 2026 Ford Maverick for the Water and Wastewater Treatment Services Department, Wastewater Treatment Division.
9. Approve the purchase with Dean Boiler for \$20,720 for an automatic boiler blow-down system for the Water and Wastewater Services Department, Treatment and Pumping Division.
10. Approve the purchase with Vega Americas, Inc., a sole source, for \$12,496 for radar level detection units for the Water and Wastewater Treatment Services Department, Remote Facilities Division.
11. Approve the purchase with System Specialties Co., a sole source, for \$44,994 for three Rotork actuators and gearboxes for the Water and Wastewater Treatment Services Department, Treatment and Pumping Division.

Moved by Council Member Wiggins, seconded by Council Member Hammond to approve item 7. 9 ayes, 0 nays, 0 absent. Motion approved.

Board/Commission/Committee Reports

Council Member Ostash reported that the Planning Commission held a joint meeting with members of other commissions present for compliance with Redevelopment Ready Community certification requirements.

Appointment of Board/Commission/Committee Members

Moved by Council Member Seals, seconded by Council Member Wiggins to approve the following appointments:

1. Approve the Council reappointment of Roberta Bidwell to the Human Planning Commission with a term to expire December 31, 2027.

2. Approve the Council appointment of Roberta Bidwell to the Human Rights Commission with a term to expire June 30, 2027.

9 ayes, 0 nays, 0 absent. Motion approved.

Ordinance Introduction

Moved by Council Member Balls, seconded by Council Member Wiggins to introduce an ordinance to amend Chapter 151, "Property Maintenance Regulations," of Title XV, "Land Usage," by amending §151.112, "Non-Owner Occupied Property; Prohibited Conduct," §151.113, "Non-Owner Occupied Property; Registry," §151.114, "Unoccupied Property Registry," and §151.117, "Fees," of the City of Saginaw Code of Ordinances, O-204. 3. 9 ayes, 0 nays, 0 absent. Motion approved.

Mayor Moore announced that the ordinance will be laid over per Charter provision.

Miscellaneous Business

Moved by Council Member Hammond, seconded by Council Member Braddock to approve a temporary waiver of all late penalties for all city customers on water and sewer utility bills during the period of the full or partial suspension of Supplemental Nutrition Assistance Program (SNAP) benefits, and for one additional billing cycle following the reinstatement of SNAP benefits, and that the City Manager or designee is authorized to administer and implement this temporary policy, including establishing the start and end dates based on official state or federal notification of the SNAP suspension period. Discussion was held.

Moved by Council Member Balls, seconded by Council Member Hammond to call the question. 9 ayes, 0 nays, 0 absent. Motion approved.

Mayor Moore conducted the vote on the main motion. 9 ayes, 0 nays, 0 absent. Motion approved.

Adjournment

Moved by Council Member Balls, seconded by Council Member Wiggins to adjourn the meeting at 8:10 p.m. 9 ayes, 0 nays, 0 absent. Motion approved.

Submitted by,

Kristine Bolzman, MiPMC/CMC
City Clerk

Council Communication

Item Number: 2.

From: Timothy Morales, City Manager

Subject: I recommend approval of the 2026 City Council Meeting Schedule.

Prepared By: Kristine Bolzman, City Clerk

Manager's Recommendation:

Approval of the 2026 City Council Meeting Schedule.

Justification:

The City Charter of the City of Saginaw, Chapter IV, Legislation, Regular Meetings, Section 18, states in part, ".....the council shall meet at least twice monthly." Elections scheduled for 2026 are February 3, May 5, August 4, and November 3, which were given consideration in preparing the meeting calendar. Historically, meetings have not been held on the Monday preceding an election to assist the clerk with election related duties. The schedule is posted in compliance with requirements of Act 267, P.A. 1976, for the dates as follows:

JANUARY 12
23 Strategic Planning at 9:00 a.m.
FEBRUARY 9 and 23

MARCH 9
23 Student Government Day at 12:00 p.m.

APRIL 13 and 27

MAY *6 and 18 *Wednesday

JUNE 8 and 22

JULY 13 and 27

AUGUST 17 and 31

SEPTEMBER 14 and 28

OCTOBER 12 and 26

NOVEMBER 9 and 23

DECEMBER 7 and 21

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 3.

From: Timothy Morales, City Manager

Subject: Printing of Notices of Assessment 2026

Prepared By: Mary Malocha, Deputy Assessor

Manager's Recommendation:

Approval of a purchase with Kent Communications, Inc. for \$4,148.90 for FY 2026; and pending budget approval for FY 2027 and FY 2028, for the printing of Notices of Assessment for the Fiscal Services Department, Assessing Division.

Justification:

On October 9, 2025, the Assessing Division of the Fiscal Services Department received a quote from KCI for the printing of the 2026 Notices of Assessment. The City Assessor's Office is responsible for printing 27,635 Notices of Assessment annually. KCI is the City's current provider of these services, and it is cost-efficient to stay with the current provider to avoid costly set-up fees with a new vendor to restructure the exported data, reconfigure the notices, and ensure compatibility with State requirements. Postage will be charged at the current rate.

<u>Vendor</u>	<u>Fiscal Year</u>	<u>Annual Cost</u>
KCI	2026	\$4,148.90
Grand Rapids, MI	2027	\$4,148.90
	2028	\$4,148.90

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the General Fund, Department of Fiscal Services, Assessing Division, Printing Account No. 101-257.00-900.000, and will be budgeted in the same account pending budget approval for the additional fiscal years

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 4.

From: Timothy Morales, City Manager

Subject: Consolidated Plan and Action Plan for Community Development Block Grant (CDBG) Program

Prepared By: Leticia Trevino, Block Grant Specialist

Manager's Recommendation:

Aproval of a purchase with McKenna for \$38,000 to develop the 2026-2030 Five-Year Consolidated Plan, Citizen Participation Plan, and the 2026 Annual Action Plan for the Office of Management and Budget, Community Services Division.

Justification:

On June 17, 2025, bids were received to develop the 2026-2030 Five-Year Consolidated Plan, Citizen Participation Plan, and 2026 Annual Action Plan. McKenna is a Michigan-based company and has over 45 years of experience working with similar communities, preparing and developing HUD required plans. McKenna has also worked with Saginaw in the past and prepared our 2021-2025 Consolidated plan. The scope of work includes but is not limited to reviewing the City's existing Participation Plan, gathering statistical and informational data, citizen engagement and participation, and a variety of other processes required for completion of the plans. Both plans are required and must be completed and submitted to HUD no later than May 15, 2026.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the General Fund, Office of General Government, Office of Management and Budget Professional Services Account No. 101-212.00-801.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 5.

From: Timothy Morales, City Manager
Subject: PD Overhead Garage Doors Replacement
Prepared By: Brian Rowell, Administrative Professional

Manager's Recommendation:

Approval of a purchase with Dover & Company for \$19,942.00 to furnish and install two new overhead doors for the Police Department.

Justification:

On September 24, 2025, the Public Services Department, Facilities Division received quotes for the replacement of two overhead doors at the Police Department. The current overhead doors at the Police Department are from the original construction of the building and are in a state of disrepair.

Dover & Company is the sole-source provider for this project, as they are the manufacturer of the model and style that matches the building's existing doors. Dover & Company specializes in this type of overhead door work and is the City's contracted service provider. Below is a summary of the quote received:

Vendor	Cost
Dover and Company Flint, MI	\$19,942.00

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the General Fund, Community Public Safety – Police, Police Building Management, Repairs and Replacements, Account No. 101-303.00-974.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 6.

From: Timothy Morales, City Manager

Subject: Emergency Furnace Replacement- Maintenance and Service Division

Prepared By: Anthony Folino

Manager's Recommendation:

Ratification of an emergency purchase with Custom Engineering Heating & Cooling for \$15,310.00 for a Trane 6 Ton Packaged Gas Fired HVAC unit for the Public Services Department, Maintenance and Service Division.

Justification:

On October 22, 2025, the City received two quotes for a Trane 6 Ton Packaged Gas Fired HVAC Unit. After review, Custom Engineering Heating & Cooling provided the lowest quote.

On October 31, 2025, emergency purchase order #523459 was issued to Custom Engineering Heating & Cooling. The furnace at Maintenance and Service is no longer operational due to a cracked heat exchanger and a bad inducer motor. This furnace provides heat and AC to the employee's lunchroom, locker rooms, and bathrooms.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in Sewer Operations and Maintenance Fund, Maintenance and Service Division, Repairs and Replacement Account No. 590-541.02-974.000 \$7,655.00 and Water Operations and Maintenance Fund, Maintenance and Service Division, Repairs and Replacement Account No. 591-541.01-974.000 \$7,655.00.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 7.

From: Timothy Morales, City Manager

Subject: Mason Street & Dead-End Looping Watermains Design Agreement

Prepared By: Travis Hare, City Engineer

Manager's Recommendation:

Approval of the proposal from Fishbeck for \$170,000.00 for the design of the Mason Street & Dead-End Looping Watermains project for the Public Services Department, Engineering Division.

Justification:

On June 17, 2024, City Council approved professional engineering services agreements with 11 firms, including Fishbeck. The proposal will be treated as an exhibit to Fishbeck's engineering agreement, but the cost will be separate from the approved total amount of \$1,250,000.00.

On November 15, 2021, the Infrastructure Investment and Jobs Act was signed into law. Referred to as the Bipartisan Infrastructure Law (BIL), it included an appropriation to the EPA to strengthen the nation's drinking water and wastewater systems. A large portion of the BIL dollars are being disbursed through Michigan's Drinking Water State Revolving Fund (DWSRF). Earlier this year, the City applied for funding through this program and was awarded \$6,845,000.00 for watermain replacements on Perkins Street from Genesee to 17th and North Mason Street from Houghton to State (M-58), new watermain along the railroad tracks from A Street to Maple Street for dead-end watermain elimination, and additional lead service line replacements, which was awarded in October 2025. Of the \$6,845,000.00 award, \$1,574,350.00 was awarded as a Principal Forgiveness Grant.

On October 24, 2025, the City received the proposal for the design of the Mason Street & Dead-End Looping Watermains project. The services of Fishbeck are to include preliminary design, final design, and permitting assistance. This project has an expedited design schedule due to the timing of the funding award. Plans, specifications, and estimates need to be turned into EGLE by May 7, 2026, with the project being awarded to a contractor by the first week of July 2026. Due to this expedited schedule, the City did not have time to go through a Request for Proposals (RFP) selection process. Fishbeck has worked with the City on all recent DWSRF funding requests, and they have available staffing to meet the expedited deadlines. We hired Fishbeck to conduct the necessary survey for the project utilizing the Engineering Blanket, and they are actively completing that work. Fishbeck's cost proposal has been thoroughly reviewed and is in line with what would be expected for these types of services.

Funds are budgeted in the Major Street Fund, Streets Projects Division, Engineering

Services Account No. 202-451.00-802.000 \$25,000.00 and the Water Operations and Maintenance Fund, Surplus Division, Engineering Services Account No. 591-546.01-802.000 \$145,000.00.

I have approved the proposal as to substance and the City Attorney as to form.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 8.

From: Timothy Morales, City Manager
Subject: Enterprise Asset Management System Upgrade
Prepared By: Dan Simmer

Manager's Recommendation:

Approval of a purchase from EAM Solutions LLC, sole source vendor, for \$319,369.01 for FY 2026, and pending budget approval, for \$46,707.54 for FY 2027, \$46,707.54 for FY 2028, \$49,043.28 for FY 2029, and \$51,495.58 for FY 2030 for the upgrade and Annual Licensing of the City's Enterprise Asset Management (EAM) System at the Water and Wastewater Treatment Plants, for the Water and Wastewater Treatment Services Department, Instrumentation and Process Controls Division.

Justification:

On October 13, 2025, a proposal was received to upgrade and convert to a cloud-based EAM system. The EAM system is used to set up and track preventive maintenance, document equipment conditions, maintain parts, procedures, and create work orders. The EAM system helps plant maintenance staff efficiently maintain equipment throughout the water and wastewater systems. The existing EAM system is becoming outdated and incompatible with modern computer operating systems.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Fund are budgeted in the Sewer Operations and Maintenance Fund, Instrumentation and Process Control Division, Computer Software Account No. 590-539.02-741.000 for \$136,330.73 and Operating Services Account No. 590-539.02-805.000 for \$23,353.77 as well as in the Water Operations and Maintenance Fund, Instrumentation and Process Control Division, Computer Software Account No. 591-539.01-741.000 of \$136,330.74 and Operating Services Account No. 591-539.01-805.000 of \$23,353.77 and funds will be equally split in the Operating Services accounts for FY 2027- FY 2030, pending budget approval.

I have approved the Agreement as to substance, and the City Attorney approves as to form.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

1. EAM Cloud Agreement 10-30-25

**AGREEMENT FOR SERVICES
BETWEEN
CITY OF SAGINAW, MICHIGAN
AND
EAM SOLUTIONS LLC**

This Agreement for Enterprise Asset Management Software known as Hexagon EAM and related Implementation Services (“Agreement”) is entered into as of this date by and between The City of Saginaw, Michigan (Saginaw) and EAM Solutions LLC, a Texas limited liability company (“EAM Solutions) with principal offices located at One Chase Corporate Center, Suite 400, Birmingham, AL 35244. Saginaw and EAM Solutions are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. Saginaw has sought, Enterprise Asset Management software and implementation services defined and described particularly in Section 2 of this Agreement.
- B. EAM Solutions was selected by Saginaw to provide the software and services defined and described particularly in Section 2 of this Agreement.
- C. Saginaw has authority to enter into this Agreement and Saginaw’s properly authorized agent has executed this agreement.
- D. EAM Solutions authorized agent has executed this agreement on behalf of EAM Solutions.
- E. The Parties desire to formalize the selection of EAM Solutions for provision of the software and performance of those services defined and described particularly in Section 2 of this agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement includes sixty (60) months of software from the date first year’s software payment is received, unless terminated or extended as provided elsewhere in this Agreement. Saginaw and EAM Solutions will mutually agree on a project plan which shall include duration of expected implementation services.

SECTION 2. SCOPE OF SOFTWARE AND SERVICES & SCHEDULE OF PERFORMANCE.

(a) HxGN EAM Software. EAM Solutions is an authorized reseller of software known commercially as HxGN EAM. With this agreement, Saginaw agrees to purchase, and EAM Solutions agrees to sell annual Software as a Service license to HxGN EAM software as fully described in Exhibit “A”, Software to be provided. Such software also requires a “Software as a Service” addendum to be executed between EAM Solutions and Saginaw. The Software as a Service addendum is attached as Exhibit “B”.

(b) Scope of Services. EAM Solutions agrees to perform the services set forth in Exhibit “C” “Scope of Services” (hereinafter, the “Services”) and made a part of this Agreement by this reference.

(c) EAM Solutions and Saginaw shall agree to a schedule of performance which will be embodied in a formal project plan agreed to by both parties and subject to occasional amendment by mutual agreement.

SECTION 3. ADDITIONAL SERVICES.

EAM Solutions shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 “Administration and Implementation” or Section 27 “Amendment” of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, Saginaw agrees to pay EAM Solutions the amounts specified in Exhibits “A” and “C” for software and services respectively.

(b) EAM Solutions shall invoice Saginaw for Software each year at the beginning of the subscription year. Software will be provisioned following initial years payment. Annual software subscription fees are due in advance of each subscription year and are non-refundable once access to the Hexagon SaaS environment is provisioned.

(c) EAM Solutions will invoice Saginaw for services rendered not less often than monthly. Invoices shall include time expended, short description of work accomplished, and person who performed the work.

(d) Except as to any charges for work performed or expenses incurred by EAM Solutions which are disputed by Saginaw, Saginaw will use its best efforts to cause EAM Solutions to be paid within thirty (30) days of receipt of EAM Solutions correct and undisputed invoice. If Saginaw determines that an invoice does not comply with the above requirements, EAM Solutions shall be notified in writing of the issue(s) related to the invoice within seven (7) days of Saginaw’s receipt of the invoice. In the event Saginaw fails to pay any invoice when due, in addition to any other right reserved hereunder, EAM Solutions reserves the right to suspend or limit performance until all past due sums are paid. EAM Solutions final invoice shall be clearly

marked "FINAL". It is agreed that title to any product provided herein not fully paid for at the time of delivery by Saginaw shall be retained by and remain in EAM Solution's name until said purchase price is fully paid.

(e) Payment to EAM Solutions for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by EAM Solutions.

(f) EAM Solutions shall submit invoices to Saginaw in a manner designated by Saginaw and agreed to by EAM Solutions.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

Saginaw may inspect and accept or reject any of EAM Solution's work under this Agreement, either during performance or when completed. Saginaw shall reject or finally accept EAM Solutions work within thirty (30) days after submitted to Saginaw.

Saginaw shall reject work by a timely written explanation, otherwise EAM Solutions work shall be deemed to have been accepted. Acceptance of any of EAM Solution's work by Agency shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by EAM Solutions in the course of providing the Services pursuant to this Agreement shall become the sole property of Saginaw and may be used, reused or otherwise disposed of by Saginaw without the permission of the EAM Solutions. Upon completion, expiration or termination of this Agreement, EAM Solutions shall turn over to Saginaw all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that Saginaw utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by EAM Solutions in the course of providing the Services pursuant to this Agreement, EAM Solutions' guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

Notwithstanding the foregoing, all pre-existing materials, software configurations, templates, methodologies, and intellectual property of EAM Solutions (including those developed outside this Agreement but used in performance hereof) shall remain the exclusive property of EAM Solutions.

SECTION 7. EAM SOLUTIONS BOOKS AND RECORDS.

(a) EAM Solutions shall maintain any and all documents and records demonstrating or relating to EAM Solutions' performance of the Services. EAM Solutions shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to Saginaw pursuant to this Agreement. Any and all such documents or records shall be maintained

in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by EAM Solutions' pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by Saginaw or its designated representative. Copies of such documents or records shall be provided directly to Saginaw for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at EAM Solutions' address indicated for receipt of notices in this Agreement.

(c) Where Saginaw has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of EAM Solutions' business, Saginaw may, by written request, require that custody of such documents or records be given to the Saginaw. Access to such documents and records shall be granted to Saginaw, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) EAM Solutions is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Saginaw. EAM Solutions shall have no authority to bind Saginaw in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Saginaw, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Saginaw.

(b) The personnel performing the Services under this Agreement on behalf of EAM Solutions shall at all times be under EAM Solutions exclusive direction and control. Neither Saginaw, nor any elected or appointed boards, officers, officials, employees or agents of Saginaw, shall have control over the conduct of EAM Solutions or any of EAM Solutions' officers, employees, or agents except as set forth in this Agreement. EAM Solutions shall not at any time or in any manner represent that EAM Solutions or any of EAM Solutions' officers, employees, or agents are in any manner officials, officers, employees or agents of Saginaw.

(c) Neither EAM Solutions, nor any of EAM Solutions' officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Saginaw employees. EAM Solutions expressly waives any claim EAM Solutions may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

EAM Solutions represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. EAM Solutions shall at all times faithfully,

competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, EAM Solutions shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of EAM Solutions under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit “C” “Scope of Work” that shall also be applicable to EAM Solutions’ work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

EAM Solutions shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. EAM Solutions shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement.

Neither Saginaw, nor any elected or appointed boards, officers, officials, employees or agents of Saginaw, shall be liable, at law or in equity, as a result of any failure of EAM Solutions to comply with this section.

SECTION 11. INTENTIONALLY LEFT BLANK

SECTION 12. NONDISCRIMINATION.

EAM Solutions shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, gender, age, physical handicap, medical condition, marital status, or inclusion in another class of persons protected by law, in connection with or related to the performance of this Agreement.

SECTION 13. INTENTIONALLY LEFT BLANK

SECTION 14. CONFLICTS OF INTEREST.

(a) EAM Solutions covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Saginaw, or which would in any way hinder EAM Solutions’ performance of the Services. EAM Solutions further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of an authorized agent of Saginaw. EAM Solutions agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Saginaw in the performance of this Agreement.

(b) Saginaw understands and acknowledges that EAM Solutions is, as of the date of execution of this Agreement, independently involved in the performance of non- related services for other governmental agencies and private parties. EAM Solutions is unaware of any stated position of Saginaw relative to such projects. Any future position of Saginaw on such projects shall not be considered a conflict of interest for purposes of this section.

(c) Saginaw understands and acknowledges that EAM Solutions will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by EAM Solutions in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to EAM Solutions. EAM Solutions shall not release or disclose any such information or work product to persons or entities other than Saginaw without prior written authorization from an authorized agent of Saginaw, except as may be required by law.

(b) EAM Solutions shall promptly notify Saginaw should EAM Solution, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. Saginaw retains the right, but has no obligation, to represent EAM Solutions or be present at any deposition, hearing or similar proceeding. EAM Solutions agrees to cooperate fully with Saginaw and to provide Saginaw with the opportunity to review any response to discovery requests provided by EAM Solutions. However, this right to review any such response does not imply or mean the right by Saginaw to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for EAM Solutions' services, to the fullest extent permitted by law, EAM Solutions shall indemnify and hold harmless Saginaw, its officers and employees, from and against third-party claims, damages, or losses, but only to the extent caused by the gross negligence or willful misconduct of EAM Solutions in the performance of Services. EAM Solutions shall have no obligation to indemnify for any claims arising from software defects, acts or omissions of Hexagon or its subcontractors, or the negligence or willful misconduct of Saginaw or others Indemnification from Subcontractors. EAM Solutions agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of EAM Solutions in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event EAM Solutions fails to obtain such indemnity obligations from others as required herein, EAM Solutions agrees to be fully responsible according to the terms of this section. Failure of Saginaw to monitor compliance with these requirements imposes no additional obligations on Saginaw and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Saginaw as set forth herein is binding on the successors, assigns or heirs of EAM Solutions and shall survive the termination of this Agreement or this section.

(b) Saginaw's Negligence. The provisions of this section do not apply to claims occurring as a result of Saginaw's sole negligence. The provisions of this section shall not release

Saginaw from liability arising from gross negligence or willful acts or omissions of Saginaw's or any and all of its officials, employees and agents. Nothing herein shall be construed as a waiver to Saginaw's right to governmental immunity.

SECTION 17. INSURANCE.

EAM Solutions agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies as mutually agreed by and between EAM Solutions and Saginaw. All insurance policies shall be subject to approval by Saginaw as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an authorized agent of Saginaw. EAM Solutions agrees to provide Saginaw with copies of required policies upon request. Such insurance shall not exceed standard commercial requirements for technology contractors, including (i) Commercial General Liability of \$1,000,000 per occurrence, (ii) Professional/Errors & Omissions coverage of \$2,000,000, and (iii) Workers Compensation as required by law.

SECTION 18. ASSIGNMENT.

EAM Solutions shall not assign this Agreement without the prior written consent of Saginaw; provided, however, that Saginaw's consent shall not be unreasonably withheld for subcontractors, Hexagon personnel, or affiliates performing portions of the services.

SECTION 19. CONTINUITY OF PERSONNEL.

EAM Solutions shall make every reasonable effort to maintain the stability and continuity of EAM Solutions' staff and subcontractors, if any, assigned to perform the Services. EAM Solutions shall notify Saginaw of any changes in EAM Solutions' staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Termination for Convenience. Saginaw may terminate this Agreement, in whole or in part, at any time by giving written notice of termination to EAM Solutions if Saginaw determines that termination is in its best interest. In the event such notice is given, EAM Solutions shall cease immediately all work in progress. If terminated for convenience, Saginaw shall pay EAM Solutions (i) all amounts due for Services satisfactorily performed, (ii) all non-cancelable commitments, and (iii) reasonable demobilization or transition costs. Prepaid software subscriptions for the then-current year shall remain payable in full and are non-refundable.

(b) Termination for Cause. If Saginaw notifies EAM Solutions of a default under Section 21 "Default" and EAM Solutions fails to cure the default within the time frame provided, Saginaw may terminate this Agreement immediately. EAM Solutions will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.

(c) Property of Saginaw. Upon termination of this Agreement by either EAM Solutions or Saginaw, all property belonging exclusively to Saginaw which is in EAM Solutions' possession shall be returned to Saginaw. EAM Solutions shall furnish to Saginaw a final invoice for work performed and expenses incurred by EAM Solutions, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that EAM Solutions is in default under the terms of this Agreement, Saginaw may give notice to EAM Solutions specifying the nature of the default and providing the EAM Solutions a timeframe to cure the default. Saginaw may hold all invoices until the default is cured. If EAM Solutions does not cure the default to Saginaw's satisfaction in the timeframe given, Saginaw may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of Saginaw to give notice of the EAM Solutions' default shall not be deemed to result in a waiver of Saginaw's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

EAM Solutions shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of EAM Solutions. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of Saginaw, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY SAGINAW.

All public information, data, reports, records, and maps as are existing and available to Saginaw as public records, and which are necessary for carrying out the Services shall be furnished to EAM Solutions in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Saginaw: City of Saginaw
1315 S. Washington Ave
Saginaw, MI 48601
Attn: Dan Simmer

To EAM Solutions: EAM Solutions LLC
Attn:
Wes Kennemore
One Chase Corporate Center
Suite 400
Birmingham, Al 35244
By Email: Wes.kennemore@eamsolutions.net

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of EAM Solutions represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind EAM Solutions to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by an authorized agent of Saginaw. The Authorized Agent shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 “Amendment” and the Authorized Agent’s contracting authority under Saginaw’s ordinances, rules and regulations.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the EAM Solutions and by Saginaw. For Saginaw, an Authorized Agent shall have the authority to approve any amendment to this Agreement.

By written notice or order, Saginaw may, from time to time, order work suspension or make changes to the Services to be provided by EAM Solutions. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, or otherwise necessitates an amendment to this Agreement, EAM Solutions shall promptly notify Saginaw thereof within ten (10) days after the change or work suspension is ordered, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse EAM Solutions from complying immediately with the notice or order issued by Saginaw.

SECTION 28. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 29. INTENTIONALLY LEFT BLANK.

SECTION 30. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not

constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Saginaw of any work or services by EAM Solutions shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 31. LAW TO GOVERN.

This Agreement shall be interpreted, construed and governed according to the laws of the State of Michigan. Venue for any action arising hereunder shall lie exclusively in the state or federal courts located within Saginaw County, Michigan

SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 33. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between EAM Solutions and Saginaw prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 34. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

SECTION 36. LIMITATION OF LIABILITY

To the fullest extent permitted by law, EAM Solutions' total cumulative liability under this Agreement, including any exhibits or related orders, shall not exceed the total amount of fees paid by Saginaw to EAM Solutions during the twelve (12) months preceding the event giving rise to the claim. This limitation shall not apply where the liability arises as a result of EAM Solutions gross negligence or willful misconduct. In no event shall either party be liable to the other for any special, incidental, consequential, or punitive damages, including loss of profits or data, regardless of cause.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

EAM SOLUTIONS LLC

City of Saginaw

BY: Signed by:
Bennet Creed
51A311AB02854C6... _____

BY: _____

ITS: **Bennet W Creed,**
VP Business Development

TITLE: _____

Exhibit A HxGN EAM
Software Included

I. Proposed Software: HxGN EAM

EAM Solutions and Hexagon ALI are proposing HxGN EAM, a premier Enterprise Asset Management solution (EAM). The system is hosted in Amazon Web Services (AWS) in the US-Virginia-EAST region and is accessible through nearly any Web browser. HxGN EAM provides the City team with:

1. Complete asset lifecycle management, including full history, cost analysis, location management and warranty management – among other supporting features.
2. Work order management, from request and customer service request, to planning and scheduling, and through analysis of all work performed.
3. Preventive maintenance schedules, both by usage and calendar interval
4. Inspections and case management
5. Full MRO inventory management, with restock levels and requisition generation.
6. Purchasing, with quotations, receipts, and returns
7. More than 250 standard reports built into the application, as well as a report development tool.
8. Dashboards for instant numbers on data within HxGN EAM
9. Document attachments to nearly any record in HxGN EAM, as well as automatic document printing with many reports – including work orders and purchase orders.
10. Standard mobile applications for iOS and Android smart phones or tablets

HxGN EAM also provides tools for form design, system integration, GIS integration, and much more. A cost summary of HxGN EAM is provided in this document.

II. Proposed Licensing Cost

Software requires a separate SaaS licensing agreement through EAM Solutions for HxGN EAM. The application is provided in Amazon Web Services (AWS) as Software-as-a-Service (SaaS), and most components are accessed through a Web browser. Only the EAM Digital Work mobile app will be installed and maintained by the customer, and these apps are available through the Apple Store for iOS devices, or Google Play for Android devices. The customer is not responsible for HxGN EAM installation, server maintenance, database back-ups, disaster recovery, or overall server security – these functions are maintained by Hexagon as part of the licensing cost and agreement.

Software Cost

The following table provides costs for both HxGN EAM (including additional components) and Hexagon APM. Pricing is for a five-year contract with Hexagon. Unit Price is the per month cost for each license by line. The Net Price shows annual cost for the five-year period for all users.

Line	Qty	Part #	Description	Unit Price	Net Price
1-1	8 X 36M	EAM0009 6	HxGN EAM Enterprise Edition SaaS CU: Concurrent Use SaaS	388.03	111,751.20
2-1	1 X 36M	EAM0001 7	HxGN EAM Enterprise Edition Advanced Reporting SaaS NU: Named User Author	88.83	3,197.70
3-1	8 X 36M	EAM0015 8	HxGN EAM Enterprise Edition Advanced Reporting SaaS CU: Concurrent Use Consumer	0.00	0.00
4-1	1 X 36M	EAM0047 4	HxGN EAM Databridge Pro SaaS DA: Data Center (Tier: 1-150)	630.63	22,702.68
5-1	2 X 36M	EAM0003 8	HxGN EAM Enterprise Edition Web Services Connector SaaS CNU: Connector Named User	34.32	2,471.04
6-1	8 X 12M	EAM0009 6	HxGN EAM Enterprise Edition SaaS CU: Concurrent Use SaaS	407.43	39,113.18
7-1	1 X 12M	EAM0001 7	HxGN EAM Enterprise Edition Advanced Reporting SaaS NU: Named User Author	93.27	1,119.23

8-1	8 X 12M	EAM0015 8	HxGN EAM Enterprise Edition Advanced Reporting SaaS CU: Concurrent Use Consumer	0.00	0.00
9-1	1 X 12M	EAM0047 4	HxGN EAM Databridge Pro SaaS DA: Data Center (Tier: 1-150)	662.17	7,946.00
10-1	2 X 12M	EAM0003 8	HxGN EAM Enterprise Edition Web Services Connector SaaS CNU: Connector Named User	36.04	864.86
11-1	8 X 12M	EAM0009 6	HxGN EAM Enterprise Edition SaaS CU: Concurrent Use SaaS	427.80	41,068.90
12-1	1 X 12M	EAM0001 7	HxGN EAM Enterprise Edition Advanced Reporting SaaS NU: Named User Author	97.93	1,175.20
13-1	8 X 12M	EAM0015 8	HxGN EAM Enterprise Edition Advanced Reporting SaaS CU: Concurrent Use Consumer	0.00	0.00
14-1	1 X 12M	EAM0047 4	HxGN EAM Databridge Pro SaaS DA: Data Center (Tier: 1-150)	695.28	8,343.32
15-1	2 X 12M	EAM0003 8	HxGN EAM Enterprise Edition Web Services Connector SaaS CNU: Connector Named User	37.84	908.16
					\$240,661.47

Annual billing across five years:

Year	Start Date*	End Date	Annual Amount
1	09/01/2025	08/31/2026	46,707.54
2	09/01/2026	08/31/2027	46,707.54
3	09/01/2027	08/31/2028	46,707.54
4	09/01/2028	08/31/2029	49,043.28
5	09/01/2029	08/31/2030	51,495.58
			\$240,661.48

HxGN EAM Software-as-a-Service Billing

As part of this HxGN EAM SaaS contract, Hexagon will provide all server installations, updates, maintenance, and utility functions. The customer is responsible for managing the HxGN EAM application through the system interface, which is accessible in a standard Web browser. EAM Solutions is a reseller of the HxGN EAM application and any associated add-on products within the EAM family.

Software licensing is billed annually per the terms of the licensing agreement, and the SaaS contract is for five (5) years. Terms are Net30 from invoice date. The agreement includes:

1. Hosting fees and services associated with maintaining servers and the HxGN EAM database.
2. Maintenance & Support fees, including access to the Hexagon Smart Communities support site and knowledge base.
3. Access to the Hexagon ALI document site
4. Three HxGN EAM environments: Training, Testing, and Production

Additional user licenses may be added at any time during the five-year contract period for the same price as the initial licenses.

Exhibit B SaaS Addendum

HEXAGON EAM SOFTWARE AS A SERVICE AGREEMENT

This agreement to provide Hexagon EAM Software as a Service (“Agreement”) is between EAM Solutions, LLC (hereinafter referred to as EAM Solutions) and City of Saginaw, MI the end user customer acquiring the Subscription Services (hereinafter referred to as “Customer”) and entered as of the Effective Date. Customer and EAM Solutions are sometimes hereinafter individually referred to as Party and hereinafter collectively referred to as “Parties.”

RECITALS

- A. EAM Solutions is a duly authorized and licensed reseller and sub-licensor of Subscription Software as a Service known as Hexagon EAM SaaS as well as several associated applications (collectively Subscription Products and Services).
- B. EAM Solutions has executed all required agreements and is compliant with requirements and remains in good standing with Intergraph Corporation, Hexagon’s Asset Lifecycle Intelligence division (hereinafter referred to as “Hexagon”) as an authorized reseller of such Subscription Products and Services.
- C. Hexagon and EAM Solutions have executed a reseller agreement which grants EAM Solutions the authority to sublicense access to the Subscription Products and Services, or to sub-components thereof, provided the sublicensee (End User) executes an End User Agreement in substantial compliance with terms and conditions stated herein, complies with the requirements thereof, and pays the associated fees.
- D. Sublicense shall only be granted to Customer for those elements of the Subscription Products and Services clearly stipulated in other sections of this agreement.
- E. For such sublicense, and subject to payment of stated subscription fees, Hexagon will provide access to the sublicensed subscription products, infrastructure and hosting for such subscription products, ongoing support for such subscription products, warranties for defects, malicious code, and service level agreements as stated herein.

1. Definitions

- 1.1 “Applications” means Hexagon mobile applications available for purchase or included with the Subscription Services that enable users to use the licensed Software Product utilizing a device.
- 1.2 “Authorized Users” means the Employees and Staff Augmentation of the Customer authorized by the Customer to use Subscription Services on behalf of the Customer and in relation to whom an account is or has been set up by or on behalf of Customer to access Subscription Services.

- 1.3 “Availability Service Level Objective” is as defined in *Exhibit A*.
- 1.4 “Confidential Information” means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Hexagon includes, without limitation, the Documentation, the Subscription Services and the Software Products, including any software code and all algorithms, methods, techniques, training materials, Security Reports and processes revealed or utilized therein. Confidential Information of Customer includes Customer Data. Confidential information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; (iv) is independently developed by the Recipient without use of Confidential Information; or (v) is subject to disclosure by law, including, but not limited to the Michigan Freedom of Information Act.
- 1.5 “Consulting Services” means services that are not delivered as part of Hexagon’s commercial off the shelf Subscription Services including but not limited to software modifications or enhancements, software and system configuration, software and system installation, software and system development, software customization, or software and system design. “Consulting Services” are subject to this agreement unless otherwise stated in a Statement of Work.
- 1.6 “Consulting Services Fees” means the fees for Consulting Services performed under a Statement of Work.
- 1.7 “Customer Data” means all electronic data or information submitted to, stored in and/or generated in the Subscription Services by Customer.
- 1.8 “Custom Software” means, as applicable, the following software deliverables that may be provided under a Consulting Services SOW:
- i. “Customized Software” means software in which a piece of Software Product’s out-of-the-box source code has been modified by Hexagon and provided as a deliverable under a SOW; and/or
 - ii. “Custom-configured Software” means the Software Product that has been configured using tools in the application to meet specific requirements of Customer without modification of source code.
 - iii. Custom Software is not “work for hire” development.
- 1.9 “Discloser” means the party providing Confidential Information to the Recipient.
- 1.10 “Documentation” means the then-current documentation made generally available with the Subscription Services by Hexagon relating to the features, functions, and use of the Software Product.

- 1.11 “Effective Date” means the date upon which this Agreement is executed by the Parties.
- 1.12 “Emergency Maintenance” means unplanned maintenance performed to either correct a material services issue or outage or mitigate/prevent a security threat (e.g. due to an external attack, virus cleansing, and service degradation resolution). Hexagon shall provide as much notice as possible to the Customer in respect of Emergency Maintenance.
- 1.13 “Employees” means an individual employed by the Customer on a permanent or part time basis performing services for Customer and who generally operates within the Customer’s computer network firewall.
- 1.14 “Hexagon Group Company” means a company controlled directly or indirectly by Hexagon AB, a Swedish corporation.
- 1.15 “Intellectual Property Rights” means all intellectual property or other proprietary rights, whether registered or unregistered, in any jurisdiction, including all such rights in patents and patent applications, trademarks (including any goodwill therein or relating thereto), service marks, trade names, business names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in trade secrets, and rights in inventions (whether or not patentable).
- 1.16 “Minimum Commitment Term” means the period of service (typically in months or years) stated on the Quote or Agreement with which this attachment is associated. The Minimum Commitment Term starts on the Effective Date. The Minimum Commitment Term will not be less than twelve (12) calendar months.
- 1.17 “Personal Information” means data or information relates to an identified or identifies a natural person or is defined to be Personal Data under applicable personal data protection laws.
- 1.18 “Planned Maintenance” means any maintenance required, planned and communicated in advance by Hexagon for the maintenance of the system and Subscription Services.
- 1.19 Intentionally Left Blank
- 1.20 “Recipient” means the party receiving Confidential Information of the Discloser.
- 1.21 “Renewal Term” means the any renewal or extension of Customer’s right to access and use the Software Products and Subscription Services.
- 1.22 “Security Incident” means an event or set of circumstances resulting in a compromise to the security, confidentiality, availability or integrity of Customer Data under Hexagon’s control.
- 1.23 “Security Report” shall mean the Audit Report in Subsection 7.3, any other audit results or certifications, any completed questionnaires, any security or Subscription Services policies or any other analogous documentation that may be provided to Customer under

this Agreement.

- 1.24 “Software” means collectively and as applicable the Applications, Software Products and Third-Party Software Products.
- 1.25 “Software Product” means collectively or individually the computer software programs identified below for which Hexagon is providing access via the Subscription Services, and which have been manufactured and are owned or licensed by Intergraph Corporation or a Hexagon Group Company, but excluding Third Party Software Products.
- 1.26 “Staff Augmentation” means an extension of the Customer’s Employee base by use of individual contractors that are temporarily engaged by Customer, provided that the access is from within the Customer’s firewall. Staff Augmentation may work onsite or remotely provided they work within Customer’s computing infrastructure and access that infrastructure via Customer-provided computing equipment/hardware.
- 1.27 “Statement of Work” or “SOW” means specific, written work authorizations prepared by EAM Solutions, or Hexagon mutually agreed to and executed by the Parties referencing the terms of the Agreement, which shall contain without limitation, a description of the Consulting Services, and the rate(s) on which the Consulting Services Fees are based.
- 1.28 “Subscription Fees” means the fees for the Subscription Services set forth on the applicable Agreement between Customer and EAM Solutions.
- 1.29 “Subscription Services” means the standard market offering of SaaS EAM software as a service that Hexagon provides Customer under this Agreement.
- 1.30 “Subscription Term” means the Minimum Commitment Term or any Renewal Term, as applicable.
- 1.31 “Third Party Licensor” means a third party whose software products or services have been made available to Hexagon for distribution or inclusion in the Subscription Services under the terms of its agreement with Hexagon.
- 1.32 “Third Party Software Products” means, where applicable, (i) pre-requisite third party software products used by Hexagon in order for Customer to receive the Subscription Services or licensed by Hexagon and used by the Customer in Subscription Services in order to deliver Software Product functionality; and (ii) third party software made available through the Subscription Services as stated in the applicable agreement.
- 1.33 “Updates” means generally available updates, enhancements, or modifications to the then-current, general release version of the Software Product that are not separately priced as new products.
- 1.34 “Use Restriction” means any limitation on the use of the Software Product identified in this Agreement, specifically noting the license types listed *Exhibit B* (e.g., number of Authorized Users, locations, connections).

- 1.35 “UserID” means a unique user identification credential used in combination with a unique password to access the Software Product and Subscription Services.
- 1.36 “Virtual Training” shall mean the online based videos and training materials provided through EAM Solutions or Hexagon University
- 1.37 “Virus” means anything or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

2. Use Rights and Restrictions

2.1 Subject to receiving a valid order, for and during the term of this Agreement, EAM Solutions as an authorized sub-licensor, grants to Customer, a personal, non-exclusive, non-transferable, worldwide (subject to compliance with applicable laws) right to access and use the Subscription Services including any Software contained thereon solely for Customer’s own internal business purposes and subject to the terms and conditions of this Agreement. Any rights not expressly granted in this Agreement are expressly reserved. EAM Solutions’ liability to Saginaw for Software-as-a-Service shall in no event exceed, and shall be coextensive with, the limits and warranties provided by Hexagon under its SaaS Agreement

2.2 Customer shall ensure that:

- i. Use of the Subscription Services and Software is limited to Authorized Users and in accordance with any Use Restrictions; and
- ii. Authorized Users’ use of the Subscription Services and Software is limited solely to work for the benefit of Customer.
- iii. Access to the Subscription Services and Software shall be immediately terminated when an Authorized User is not working for the benefit of Customer (e.g. leave of employment, reassignment).

2.3 Customer and Authorized Users shall not:

- i. license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Subscription Services or the Software in any way;
- ii. remove or modify any marks or proprietary notices of Hexagon or a Third-Party Service Licensor.

- iii. modify or make derivative works or a competitive product or service based on Subscription Services or the Software;
- iv. run penetration testing or any other testing that could affect the usability (e.g. increase traffic) of the Subscription Services or put at risk any other Subscription Services customers;
- v. use the Software and Subscription Services to provide service bureau services to third parties; or
- vi. reverse engineer the Subscription Services or Software.

2.4 Intentionally Omitted

2.5 Customer shall be responsible for all activities that occur in Authorized User accounts in respect of its Authorized Users and shall be liable for any noncompliance of this agreement by its Authorized Users.

2.6 Customer and its Authorized Users shall:

- i. Have sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer Data;
- ii. Use commercially reasonable efforts to prevent unauthorized access to or use of Subscription Services and shall notify Hexagon promptly of any such unauthorized access or use;
- iii. implement and maintain appropriate technical and organizational security measures to protect and to preserve the security, integrity and confidentiality of the Subscription Services, Software, and Customer Data. These security measures shall prevent the unauthorized access or disclosure of confidential data. Customer shall promptly report any security deficiencies or security incidents that may impact or compromise our users or Subscription Services in writing to smartcloudandisupport.ppm@hexagon.com.
- iv. provide and maintain their own equipment, software, networks and communications lines, including any public lines required to properly access Subscription Services, content and/or data; and

2.7 Documentation. Customer may make a reasonable number of copies of the Documentation for the Software Product for its internal use in accordance with the terms of this Agreement. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Documentation.

2.8 Applications. In the event a Software Product provided hereunder includes a mobile application or a license to such mobile application has been purchased, in addition to the

terms of this Agreement, the terms stated in *Exhibit C* shall apply to such application.

3. Subscription Services

- 3.1 **Hosted Environment.** Hexagon will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Hexagon supports use of the Software Product and Subscription Services, on servers located at facilities selected by Hexagon. Customer is not permitted to access the Software Product on any environment outside the hosted environments selected by Hexagon as part of the Subscription Services.
- 3.2 **Support and Virtual Training.** Hexagon shall (a) provide Customer with access (via the internet, telephone or other means established by Hexagon) to Hexagon's support helpline, (b) install, when and if generally available, Updates; and (c) use reasonable efforts to correct or circumvent any material deviation between the then-current, general release version of the Software Product and its Documentation (the foregoing referred to collectively as "Support"). Support is included in the Subscription Fee.
- 3.3 **User Accounts.** Customer shall ensure that a unique UserID and password is assigned to each Authorized User accessing the Subscription Services and Customer shall be responsible for managing such UserIDs and passwords through the Subscription Services interface. Customer shall maintain the confidentiality of Customer's UserIDs and passwords and shall cause its Authorized Users to maintain the confidentiality of their UserIDs and passwords. Customer agrees to immediately notify Hexagon of any unauthorized use of Customer's UserIDs of which Customer becomes aware.
- 3.4 **Connectivity.** Hexagon will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment. Customer is responsible for providing connectivity to the Internet for itself and its Authorized Users. Customer shall also be responsible for ensuring that latency and available bandwidth from the device of the Authorized User to Hexagon's hosted routers are adequate to meet Customer's desired level of performance. Customer is responsible for all costs associated with any specialized network connectivity required by Customer.

4. Intentionally Omitted

5. Intentionally Omitted

6. Limited Warranties, Disclaimer of Warranties, and Remedies

- 6.1 **Limited Software Product Warranty by Hexagon and Remedy For Breach.** During the term of this Agreement, Hexagon warrants that the Software Product access via the Subscription Services will perform substantially in accordance with the applicable Documentation. If a Software Product does not perform substantially in accordance with the applicable Software Documentation, Hexagon's entire liability and Customer's sole remedies under this warranty shall be to obtain the Support described in this Agreement.

- 6.2 **Virus.** During the term of the Agreement, Hexagon warrants that the Subscription Services will use industry standard Virus checking software to avoid transmission of Viruses to Customer’s IT environment (except for any Viruses contained in Customer Data uploaded by Authorized Users or otherwise originating from Authorized Users).
- 6.3 **Limited Subscription Services Warranty and Remedy For Breach.** During the term of the Agreement, Hexagon warrants that the hosted production environment will conform to the Availability Service Level Objective stated in *Exhibit A*. In the event the Available Service Level falls below the Availability Service Level Objective, Hexagon shall apply service level credits based on the actual availability measure for the applicable period as follows:

Availability Percentage	Service Level Credit
99.500% or greater	No Service Level Credit
99.499% - 99.000%	5% of the monthly prorated subscription fee
98.999% - 98.500%	15% of the monthly prorated subscription fee
98.499% - 95.000%	25% of the monthly prorated subscription fee
Below 95.000%	35% of the monthly prorated subscription fee

Service level credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual subscription fee. Service level credits shall be applied to Customer’s next Subscription Fees invoice. In the event availability for the production environment falls below 95% for any three (3) consecutive months or any four (4) months in a rolling twelve (12) month period (a “Triggering Event”), Customer may, within sixty (60) days of such Triggering Event, terminate the affected Agreement, in which case, in lieu of service level credits, Customer shall receive a refund, on a pro rata basis, of any prepaid Subscription Fees applicable to the unused portion of the then-current Subscription Term following the effective date of termination of the Agreement. The foregoing remedies are the exclusive remedies and are in lieu of all other remedies for breach of the Down Time Warranty.

- 6.4 **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, HEXAGON MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, SUBSCRIPTION SERVICES, SUPPORT, VIRTUAL TRAINING OR CONSULTING SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY AGREEMENT OR SOW. HEXAGON EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. HEXAGON EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE PRODUCT OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER’S REQUIREMENTS.**
- 6.5 **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 6 AND 10 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

6.6 HIGH RISK ACTIVITIES. THE SUBSCRIPTION SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SOFTWARE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, HEXAGON DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES. CUSTOMER AGREES THAT HEXAGON SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SOFTWARE PRODUCT IN SUCH APPLICATIONS.

7. Confidential Information and Security

7.1 Confidentiality. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Recipient will use and disclose the Confidential Information disclosed to it under the Agreement only to the extent necessary to further and fulfill the purposes of the Agreement. The non-disclosure and non-use obligations of the Agreement will remain in full force with respect to each item of Confidential Information for a period of five (5) years after termination of the Agreement. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section 7 by any of its directors, officers, employees, Authorized Users (in the case of Customer), contractors and agents. If the Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if the Recipient should be advised by counsel of any obligation to disclose such Confidential Information, the Recipient shall (if allowed by law) provide the Discloser with prompt notice of such request or advice so that the Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, the Recipient shall provide only that portion of the Discloser's Confidential Information which is legally required to be provided and to use reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished. Customer shall ensure that Authorized Users are bound by confidentiality obligations consistent with those above.

7.2 Security Policies and Safeguards for Subscription Services. Hexagon shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Customer Data in the possession or under the control of Hexagon or to which Hexagon has access, which are: (i) no less rigorous than those maintained by Hexagon for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by applicable laws. The security procedures and safeguards implemented and maintained by Hexagon pursuant to this Section 7.2 shall include,

without limitation:

- i. user identification and access controls designed to limit access to Customer's Data to authorized users;
- ii. the use of appropriate procedures and technical controls regulating data entering Hexagon's network from any external source;
- iii. the use of encryption techniques when Customer Data is transmitted or transferred into or out of the hosted environment;
- iv. physical security measures, including without limitation securing Customer Data within a secure facility where only authorized personnel and agents will have physical access to Customer Data;
- v. operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities;
- vi. periodic employee training regarding the security programs referenced in this Section; and
- vii. periodic testing of the systems and procedures outlined in this Section.

7.3 **Review of Controls.** Hexagon shall, at its cost and expense, engage a duly qualified independent auditor (s) to conduct a review of the design and operating effectiveness of Hexagon's defined control objectives and control activities in connection with the Subscription Services. Hexagon shall cause such auditor to prepare a report in accordance with the Interdependent American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) Type 2 assessment or an equivalent standard (the "Audit Report"). Customer shall have the right to request and receive a copy of the Audit Report and Customer may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit Report shall be Hexagon's Confidential Information.

7.4 **Security Incident Response.** In the event that Hexagon becomes aware of a Security Incident, Hexagon will: (i) provide a Security Incident Report to the customer (such report will be provided as soon as practicable following discovery of a Security Incident as required by applicable laws); (ii) at Customer's request, Hexagon will, meet with Customer to discuss the cause of the Security Incident and Hexagon's response.

8. Intellectual Property Infringement Indemnity

8.1 In the event of any proceeding (suit, claim, or action) against Customer, (in this Section "Authorized Person") arising from allegations that a Software Product, or part thereof, furnished by Hexagon (in this Section hereinafter "Product") infringes a U.S. or an EU patent, copyright, or trademark of any third party, Hexagon will, if such infringement does not result solely from modifications, enhancements or additions to

the Product made by an Authorized Person or any person or entity acting under the direction or control of an Authorized Person, or an Authorized Person's use of any Product in combination with other products not furnished by Hexagon, and provided the Authorized Person promptly notifies Hexagon in writing of said proceeding, Hexagon shall defend the Authorized Person's right, or interest in the Product, and said infringement claim at Hexagon expense, and Hexagon shall pay any judgment or settlement against the Authorized Person resulting from said proceeding. Hexagon shall make such defense by counsel of its own choosing, and the Authorized Person shall reasonably cooperate with said counsel. Hexagon, in such circumstances, shall have sole control of the defense and settlement of any such claim, but shall consult with the Authorized Person on the status of and strategy for the defense.

- 8.2 If any such infringement is found by a court of competent jurisdiction to be caused by modifications, enhancements or additions to the Product made by an Authorized Person or any person or entity authorized to use the Product, acting under the direction or control of an Authorized Person or an Authorized Person's use of the Product in combination with other products not furnished by Hexagon, to the extent required by law, Customer shall reimburse EAM Solutions and Hexagon any reasonable defense expenses inclusive of reasonable legal fees which may have been expended by EAM Solutions or Hexagon in defense of said claim, as well as to pay any final judgment rendered against EAM Solutions and/or Hexagon as a result of said proceedings.
- 8.3 In the event any Product furnished hereunder is, in Hexagon opinion, likely to or does become the subject of a claim of infringement of any duly issued U.S. or EU patent, copyright or trademark of a third party, and if Authorized Person's use of any Product is enjoined, Hexagon may at its option and expense, either procure for the Authorized Person the right to continue using the Product, or modify the Product to make it non-infringing but functionally the same, or replace the Product with a non-infringing equivalent.
- 8.4 The above provisions are in lieu of all other provisions related to patent, trademark and copyright infringement, express or implied. They, along with the remedies stated above and which are subject to the limitations set forth in Section 10 below, represent the full and total obligation and / or liability of Hexagon and Customer in relation to the infringement of Intellectual Property Rights.

9. Term and Termination

- 9.1 **Term.** The Initial Subscription Term is specified in Exhibit A. After the Initial Subscription Term, the Subscription Term shall auto-renew for successive one-year Renewal Terms (unless such other Renewal Term has been ordered), unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be. Except as set forth in Section 6.3 or Section 9.2, the Subscription Term cannot be terminated prior to its expiration date.
- 9.2 **Right of Termination.** If either party breaches any material obligation in an agreement or quote and fails to remedy such breach within thirty (30) days of receipt of written notice of such breach, the other party may terminate the Agreement and/or Quote. Notice of an

alleged breach of warranty does not constitute notice of material breach for purposes of this Section. Customer may terminate this agreement for convenience under the same terms as found in Customer's agreement with EAM Solutions LLC.

- 9.3 **Effect of Termination.** Upon termination of an agreement by either party, Customer's access and use of the Software and Subscription Services under such agreement shall immediately terminate as of the effective date of such termination. In the event of Customer's termination of the Agreement Customer shall be entitled to a refund, on a pro rata basis, of any prepaid Subscription Fees under such agreement applicable to the unused portion of the then-current Subscription Term following the effective date of termination.
- 9.4 **Return of Customer Data.** Upon termination or expiration of an Agreement, Hexagon shall promptly make all Customer Data available to Customer as a native database export provided through Hexagon's FTP server. In the event that Customer requires the return of Customer Data in an alternate format or requires any other termination assistance services, Hexagon and Customer shall mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services.
- 9.5 **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination or expiration of the Agreement.

10. Limitations of Liability

- 10.1 **LIMITED LIABILITY. EXCEPT WITH RESPECT TO (I) HEXAGON'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 8; (II) UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION RESULTING FROM A PARTY'S BREACH OF THE AGREEMENT, WHICH LIABILITY SHALL BE SUBJECT TO SECTION 10.3 BELOW; (III) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF HEXAGON'S INTELLECTUAL PROPERTY RIGHTS; OR (IV) CUSTOMER'S OBLIGATION TO PAY FEES, THE TOTAL LIABILITY OF EITHER PARTY, THE HEXAGON GROUP COMPANIES AND THIRD PARTY LICENSORS (IN THE CASE OF HEXAGON), WHATEVER THE BASIS OF LIABILITY, (i) IN CONNECTION WITH OR RELATED TO THE SOFTWARE, THE SUBSCRIPTION SERVICES OR ANY OTHER MATTER RELATING TO THE AGREEMENT (OTHER THAN CONSULTING SERVICES PROVIDED UNDER THE AGREEMENT, WHICH IS ADDRESSED IN (ii) BELOW) WILL NOT EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE TO HEXAGON HEREUNDER FOR THE ANNUAL PERIOD IN WHICH SUCH LIABILITY FIRST AROSE, OR (ii) IN CONNECTION WITH OR RELATED TO CONSULTING SERVICES PROVIDED UNDER THE AGREEMENT, THE CONSULTING SERVICES FEES PAID OR PAYABLE TO HEXAGON FOR THE CONSULTING SERVICES GIVING RISE TO LIABILITY UNDER THE APPLICABLE SOW. THIS LIMITATION SHALL NOT APPLY WHERE SUCH LIABILITY ARISES AS A RESULT OF HEXAGON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

- 10.2 **EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO (I) HEXAGON’S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 8; OR (II) CUSTOMER’S INFRINGEMENT OR MISAPPROPRIATION OF HEXAGON’S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY OR THE HEXAGON GROUP COMPANIES OR THIRD PARTY LICENSORS (IN THE CASE OF HEXAGON) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES. THIS LIMITATION SHALL NOT APPLY WHERE SUCH LIABILITY ARISES AS A RESULT OF HEXAGON’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**
- 10.3 **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION. WITH RESPECT TO UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION RESULTING FROM A PARTY’S BREACH OF THE AGREEMENT, THE TOTAL LIABILITY OF THE BREACHING PARTY, THE HEXAGON GROUP COMPANIES AND THIRD PARTY LICENSORS (IN THE CASE OF HEXAGON), SHALL NOT EXCEED THREE (3) TIMES THE SUBSCRIPTION FEES PAID OR PAYABLE TO HEXAGON HEREUNDER FOR THE ANNUAL PERIOD IN WHICH SUCH LIABILITY FIRST AROSE. THIS LIMITATION SHALL NOT APPLY WHERE SUCH LIABILITY ARISES AS A RESULT OF HEXAGON’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

11. Ownership

- 11.1 Customer, for itself and its and their Authorized Users, acknowledges and agrees that all right, title and interest in and to Subscription Services, Custom Software, Virtual Training and Software, including Documentation, data, information, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, work processes, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs, all of which is owned (in this Section, the “Product”) and all copies of all or any part thereof, are and shall remain vested in Hexagon or a Hexagon Group Company or relevant third parties. Customer and its and their Authorized Users do not have, and shall not attempt to obtain, any right, title, or interest in or to the Product, or Hexagon’s or a Hexagon Group Company’s or such third parties’ Intellectual Property Rights, except as expressly provided herein, and shall not decompile, disassemble, or otherwise attempt to gain access to any source code for the Product. Customer, for itself and Authorized Users, acknowledges and agrees that the Product is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Authorized Users shall not use, distribute, copy, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Product, or any of Hexagon’s or a Hexagon Group Company’s

or such third parties' Intellectual Property Rights or permit such to occur, except as expressly permitted by this Agreement.

- 11.2 Notwithstanding the foregoing, Customer or its Affiliates shall retain their respective full ownership and all rights associated therewith solely to Customer Data and work product input or output generated by the Subscription Services. This ownership shall not extend to any formats or other Intellectual Property Rights provided by Hexagon under this Agreement that makes a particular data file intelligent or that structures output, which shall remain the property of Hexagon or a Hexagon Group Company or the respective third party that owns said format or Intellectual Property Rights.

12. Miscellaneous

- 12.1 **Notices.** Any legal notice or communication given pursuant to this Agreement shall be in writing, as a document or in electronic form, and deemed received when delivered in person, electronic mail, facsimile, or sent postage prepaid via Express Mail, Federal Express or other private courier, or United States certified mail, return receipt requested. Legal notices under this Agreement to Hexagon shall be sent to Attention: Division Counsel, 305 Intergraph Way, Madison, AL, USA, email ppmlegal@ingrnet.com.
- 12.2 **Force Majeure.** Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing (a "Force Majeure Event"). A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate that the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event that prevents its performance, provide written notice to the other party specifying the details in such regard (a "Force Majeure Notice"). If, within thirty (30) days following a party's provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.
- 12.3 **Assignment.** This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, except that Hexagon may assign its rights and obligations under this Agreement without the approval of Customer to an entity which acquires all or substantially all of the assets of Hexagon, Hexagon's Asset Lifecycle Intelligence division, Hexagon, or Hexagon AB, or to any subsidiary, affiliate or successor in a merger or acquisition of Hexagon's asset Lifecycle Intelligence division, Hexagon or Hexagon AB.
- 12.4 **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
- 12.5 **Export Control.** The Subscription Services including access to Software and, customized software and includes Documentation or technical information pertaining thereto, provided

by Hexagon, its subsidiaries, or distributors (“US Export Controlled Items”), is subject to the export control laws and regulations of the United States of America. Diversion contrary to U.S. law is prohibited. To the extent prohibited by United States or other applicable laws, US Export Controlled Items, or any derivatives thereof, must not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:

- i. To Cuba, Iran, North Korea, Syria, or the Crimean, "Donetsk People's Republic", "Luhansk People's Republic" or Sevastopol regions of Ukraine or its territories, or Syria, or any national of these countries or territories;
- ii. To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List. Visit www.export.gov for more information or follow this link for the screening tool: <https://legacy.export.gov/csl-search>.
- iii. To any entity when Customer, or an Affiliate, knows, or has reason to know, the end use of the US Export Controlled Item is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses; and/or
- iv. To any entity when Customer, or an Affiliate, knows, or has reason to know, that an illegal reshipment will take place.

Customer will not allow any Authorized User (which for the purpose of this Section, includes any employee, contractor, affiliate, or other person) to access the Subscription Services who is or becomes subject to US export controls and sanctions, including but not limited to, a person designated on the Specially Designated Nationals list.

Customer is responsible for all persons that it authorizes to access the Subscription Services and for all technology created in and/or stored by Hexagon as part of the Subscription Services for Customer, including compliance with applicable US and other countries’ export controls and sanctions.

To the extent allowed by law Customer shall hold harmless and indemnify Hexagon and each Hexagon Group Company against any causes of actions, claims, costs, expenses and/or damages suffered or incurred by Hexagon or a Hexagon Group Company, which arise from a breach by Customer, an Affiliate or an Authorized User of the export restrictions set forth in this Section 17.

Customer and its Affiliates should address any questions regarding export/re-export of relevant Subscription Services, Software Products, customized software and/or Third-Party Software Products to Asset Lifecycle Intelligence Division, Export Compliance Department, 305 Intergraph Way, Madison, Alabama 35758, USA.

- 12.6 **Choice of Law and Severability.** Without regard to applicable conflicts of law principles, except for Subsection 12.5, Export Control, which shall be construed solely under the laws of the United States of America, this Agreement shall for all purposes be construed and enforced

under the laws of and any legal action or proceeding shall be instituted in the State of Michigan, United States. The Parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceeding. The Parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

- 12.7 **Dispute Resolution.** For any controversy or claim that may arise out of or in relation to this Agreement or with respect to breach thereof, the Parties agree to initially seek to solve the matter amicably through discussions between the Parties' points of contact as listed herein. If the Parties fail to resolve such controversy or breach by amicable arrangement and/or compromise within thirty (30) days of the notice of dispute, such dispute should be escalated to Parties' upper management. If the Parties fail to resolve such controversy, claim, or breach by amicable arrangement and/or compromise within thirty (30) days of the dispute being brought to the attention of Parties' upper management, then the Parties may, at their sole discretion, seek resolution through non-binding mediation. If either Party is not satisfied with the result of the non-binding mediation, such party may seek legal recourse through the courts in the jurisdiction chosen herein. No party may commence litigation in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by negotiation or mediation. Any time period stated in this Section may be reduced for the sole purpose of avoiding the expiration of the Statute of Limitations for the event made the basis of the controversy.
- 12.8 **Compliance with Laws.** Customer and Hexagon hereby certify that they shall comply with all applicable laws in carrying out its duties under this Agreement, including but not limited to the General Data Protection Regulation, the United States Foreign Corrupt Practices Act, ("FCPA"), the Bribery Act 2010 (pursuant to the laws of England and Wales) and any analogous legislation of other jurisdictions.
- 12.9 **Audit.** Hexagon may audit Customer's compliance with the terms of this Agreement and applicable Quotes. If an audit reveals that Customer has exceeded the permitted scope of use, then, in addition to any other remedies available to Hexagon, Customer will promptly pay any underpaid Subscription Fees associated with such overuse based on Hexagon's then-current list rates.
- 12.10 **Independent Contractors.** Hexagon and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party.
- 12.11 **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in

writing, is signed by each party, and expressly provides that it amends this Agreement. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby may be executed in counterparts. An executed document that has been delivered via fax, electronic or digital means shall be treated as an original.

13. Software Licensed, Initial Term and Software License Renewal. SEE EXHIBIT A

13.1 Software Licensed – Intentionally left blank. See Exhibit A

13.2 Software Term – Intentionally left blank. See Exhibit A

13.3 Software Renewal – Intentionally left blank. See Exhibit A

13.4 Conflicting Terms. To the extent the terms and provisions of this Agreement, or any of its Exhibits, conflict with any terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail as opposed to the attachment.

Exhibit B-2

Technical Details and Available Service Level Objective

1. **Infrastructure** - The services are supported by commercially reasonable redundant infrastructure including:
 - Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
 - Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
 - Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
 - Hardware and software redundancy in support of virtualized and physical servers; and
 - Storage solutions that provide redundant back end data storage.
 - Hexagon maintains a disaster recovery site where Customer's data is replicated on a regular basis.

2. **Technical Change Management** – Hexagon maintains a change management system to ensure review and controlled implementation of changes that Hexagon may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Hexagon's infrastructure.

3. **Security & Privacy** – Hexagon takes great care to protect non-public information provided to us by our customers. Hexagon has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:
 - **Security Policies:** Hexagon requires that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
 - **Information Security Organization:** Hexagon's management is committed to security and has established an organization responsible for the security of non-public information.
 - **Asset Management:** All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
 - **Human Resources Security Practices:** Hexagon conducts a comprehensive background check and screening at the time each employee is hired on our Subscription Services team and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Hexagon, a formal process is established to remove their physical and virtual access to the Hexagon infrastructure.

- **Physical and Environmental Security:** Hexagon places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
 - **Communication and Operations Management:** Hexagon has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for Customer Data. Third party Licensors with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Hexagon's own policies and procedures regarding the protection of confidential information.
 - **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
 - **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
 - **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our team immediately begins work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
 - **Compliance:** Hexagon is consistently analyzing the requirements of legal and regulatory obligations to ensure compliance of the same in the handling of Customer Data.
4. **Planned Maintenance** – The services shall be subject to a regularly scheduled maintenance window. Hexagon makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Customer's users. While most of Hexagon's maintenance can be completed during regularly scheduled maintenance windows, from time-to-time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Hexagon will provide Customer's primary point of contact as much advance notice of the planned maintenance as is technically feasible.
 5. **Availability Service Level Objective** – Hexagon's goal is to provide access to the services at Hexagon's Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Hexagon's Availability Service Level Objective is 99.5%. Availability measured on a monthly basis.

Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.

- “Scheduled Available Minutes” are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
- “Available Minutes” is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- “Availability” is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30-day month with 1 Scheduled Maintenance windows of 4 hours, there are 42,960 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 4 hrs. x 1 Scheduled Maintenance window) = 42,960). If the Subscription Services experienced an outage of 2 hours outside of Schedule Maintenance, there were 42,840 Available Minutes in the month (42,960 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is $42,840 / 42,960 = 99.7\%$.

The following shall not be considered periods of unavailability for purposes of the Availability calculation and shall Customer not be paid service credits attributed to:

- time expended for Planned Maintenance;
- time expended for Emergency Maintenance;
- Outages due to factors outside of Hexagon’s reasonable control (e.g. a network or device failure at Customer’s site or between Customer and Hexagon’s data centers; delays in email or webmail transmission to or from the hosted application; a force majeure event; outages attributable to the acts or omissions of Customer or Customer’s Authorized Users; or outages that result from Customer’s equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor’s direct control).
- Periods of Down Time at Customer’s request;
- Performance degradation due to Customer’s use of the Subscription Services in excess of the scope of Customer’s license, usage restrictions, or product limitations outlined in the Agreement or the Documentation

Exhibit B-3 Additional Use Restrictions

See Agreement for license type ordered.

- a) “Named User software” is designated by NU in the product description. The number of Named Users is determined by simply counting the number of Authorized Users who will have access to the Software Products. Each individual who needs access to the Subscription Services will require a Named User license.
- b) “Connector Named User software” is designated by CNU in the product description. The number of Connector Named Users is the number of Authorized users who may, directly or indirectly through one or more interfaces or third party applications, initiate a query that results in the transmission of data to, through or from the EAM system. Each individual who initiates such a query needs to have a Connector Named User license. Customer must have a reasonable mechanism or process in place to assure that the number of individuals does not exceed the number of individuals using the Connector Named User Software Product licenses.
- c) “Data Center software” is designated as DA in the product description. A “Data Center” is the department in an enterprise that houses and maintains back-end information technology systems and data stores. Typically, this department and all the systems reside in one physical place or site. Each Data Center accessing the Subscription Services must have a Data Center license.
- d) “Device Locked software” is designated as DV in the product description. Each Device on which the Subscription Services instance or data will be accessed requires a Device Locked software license regardless of whether the Device is connected to the server at any time.

Exhibit B-4 Mobile Application Restrictions

1. Definitions

- a) "Apple" refers to Apple, Inc., a California corporation, and its majority-owned affiliates.
- b) "Apple Terms of Use" refers to the then-current additional terms and conditions of Apple (including the App Store Terms of Service and Apple Usage Rules set forth in the Apple App Store) that Authorized Users must accept and agree to prior to using the Application on an Apple device.
- c) "App Store" means the electronic store branded, owned and/or controlled by Apple.
- d) "Documentation" means this Agreement and any other instruments provided by Hexagon, with the Application, together with any instruments, the terms of which are incorporated herein, or in any other Documentation, by reference.
- e) "Device" means any Apple or Android mobile or tablet device or any successor devices.
- f) "Google" refers to Google Inc.
- g) "Google Play" means the electronic store branded, owned and/or controlled by Google.
- h) "Google Terms of Service" refers to the then-current additional terms and conditions of Google (including the Google Play Terms of Service) that Authorized Users must accept and agree to prior to using the Application on an Android device.
- i) "Key" means an authorization code for the purpose of authenticating the Application licensed hereunder.
- j) "Third Party Content" refers to software source code, software applications, libraries, data, or other materials supplied by Third Party Providers and utilized in or by the Application.
- k) "Third Party Providers" refers to those persons or entities, other than Hexagon, which have made Third Party Content available for use by or in the Application. Apple and Google are Third Party Providers.
- l) "Third Party Terms" means as applicable, the Apple Terms of Use, the Google Terms of Service, or any other Third-Party Providers that be accepted prior to installation and/or use on a Device.

- 2. License Grant.** Subject to the terms, conditions and limitations stated in the Agreement, in the Documentation, and, any and all Third Party Terms, Hexagon grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to run the Application on a Device that is owned or controlled by Customer or an Authorized User. Customer is not permitted to use the Application for any purpose other than as expressly

permitted under this Agreement. Customer may not transfer the Application to another Device. Customer shall use the Application only in a manner consistent with this Agreement, the Documentation, and any Third-Party Terms. Customer may only use the Application to interface with the Subscription Services. Hexagon may audit Customer's use of the Application and its compliance with the terms of the Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

3. **Support Devices.** Not all Applications may be available for Android or Apple Devices. Notwithstanding the foregoing, Hexagon shall have no obligation to offer technical support (including without limitation any wireless network connectivity support) in connection with any Device and shall have no liability with respect to the compatibility or performance of any Device in connection with the Application.
4. **Support.** Hexagon is solely responsible for providing, and the Third-Party Providers have no obligation to provide, maintenance and support services for the Applications. Hexagon does not offer support for the Applications other than, at its sole discretion, provision of updates, patches, bug fixes, and new versions via the Hexagon support site, App Store, or Google Play.
5. In addition to the restrictions set out in Section 3 of the Agreement, Customer shall not and shall ensure that its Authorized Users do not use the Application to provide third party training for Hexagon products. Company shall and shall ensure its Authorized Users comply with applicable Third-Party Terms, if any, when using the Application. Company acknowledges that, in the event of any third party claim that the Application or Company's or its Authorized Users' possession and use of the Application infringes any third party's intellectual property rights, Hexagon, not a Third Party Provider, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to the terms in this Agreement.
6. **Warranty and Disclaimer:** THE APPLICATION IS LICENSED TO CUSTOMER "AS IS," WITHOUT ANY WARRANTY, ESCROW, TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER ON THE PART OF HEXAGON. HEXAGON MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AS TO THE APPLICATIONS. CUSTOMER ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE APPLICATION, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, AND UTILITY IN A PRODUCTION ENVIRONMENT. IN PARTICULAR, HEXAGON DOES NOT WARRANT THAT THE APPLICATION WILL BE AVAILABLE UNINTERRUPTED OR PERMANENTLY, AND HEXAGON DRAWS CUSTOMER'S ATTENTION TO THE FACT THAT AVAILABILITY IS SUBJECT TO THIRD PARTY PROVIDERS. ALL CLAIMS ARE SUBJECT TO THE LIMITATION OF LIABILITY STIPULATED BELOW. IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

7. **Product Claims:** To the minimum extent required by applicable law, Hexagon, not a Third Party Provider, is responsible for addressing any claims raised by Customer or any third party relating to the Application or Customer's possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
8. **Privacy:** Customer, on behalf of itself and its Authorized Users, acknowledges, consents, and agrees that Hexagon may access, preserve and disclose information related to Customer's and the Authorized User's use of the Application if required to do so by law or due to a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims asserted by third parties; (d) respond to Customer requests for customer service; or (e) protect the rights, property, or safety of Hexagon, its users, or the public.
9. **Liability: CUSTOMER ASSUMES FULL AND COMPLETE LIABILITY FOR CUSTOMER'S AND ITS AUTHORIZED USERS' USE OF THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THIRD PARTY PROVIDERS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT AND/OR THE USE OF OR INABILITY TO USE THE APPLICATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
10. **Changes.** Third Party Providers may at any time modify the Third-Party Terms, and Third-Party Providers may each impose new or additional terms and conditions on Hexagon, Customer and Authorized Users relating to the Application. Any such changes will be effective immediately and be deemed incorporated into this Mobile Agreement and the Third-Party Terms, as applicable. Continued use of the Application by Customer and Authorized Users will constitute acceptance of these changes.
11. **Miscellaneous:**
 - a) Customer and Hexagon agree that: (a) this Agreement is between Hexagon and Customer, and that Apple and Google are not a party to this Agreement; (b) that Hexagon is solely responsible for the Applications and the materials thereof; (c) that Apple, Google and their respective subsidiaries, are third party beneficiaries of this Agreement; and d) Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement to the extent applicable to their Intellectual Property Rights against Customer as a third party beneficiary hereof.

Apple and App Store are trademarks of Apple Inc., registered in the U.S. and other countries. Android is a trademark of Google Inc.

Exhibit C – Scope of Work

I. Description of Service Tasks

EAM Solutions technical consultants will work with the City of Saginaw (City) team to accomplish one of two potential tasks:

1. Upgrade the current Infor EAM system to HxGN EAM, latest version, on local servers
2. Upgrade and move the current Infor EAM system to the Hexagon Smart Communities Cloud in Amazon Web Services (AWS)
3. Provide data to eRIS through Databridge Pro

II. Task Approach and Methodology

Upgrade Infor EAM and Move to the Hexagon Cloud in AWS

1. Hexagon will provision three new instances of HxGN EAM for the City: TEST, TRN, and PROD
2. A technical consultant will convert the current Infor EAM TEST MS SQL database to an Oracle database
3. The database will be prepared for upload to the HxGN EAM TEST instance in AWS
4. City team members will review and test EAM in the TEST environment
5. The Infor EAM Production database will be converted to an Oracle format for upload to HxGN EAM Production in the Hexagon AWS cloud
6. Data for eRIS will be provided from EAM through Databridge Pro to an external database or file structure

Neither option includes an upgrade of custom reports or system integration points.

III. Proposed Cost and Timeline

Consultant hours will be billed at \$200.00/hour. All tasks will be invoiced weekly and according to time & expense report submission. Payment terms are Net 30 upon receipt of invoice.

Item	Deliverable	Est Hours	Est Cost
1	Phase One: Upgrade Infor EAM and Move to the Hexagon Cloud in AWS	120	24,000.00
2	Phase Tw0: eRIS Data Push	40	8,000.00

If travel is required to fulfill this proposal, then expenses shall be billed according to the following expense guidelines:

Airfare	Airfare shall be billed as coach class or as the least expensive fare, except for international flights over six (6) hours, which shall be billed as Business Class, if available.
Lodging	Consultant shall stay at hotels with rates negotiated by the client, or at hotels with rates reasonable in the local market.
Rental Car	Consultant shall rent full-size or smaller vehicles through a major agency.
Taxi and Ride Share	Taxi and Ride Share expenses shall only be submitted with a valid receipt.
Mileage	Consultant shall bill mileage only for travel to the client site using a personal vehicle and only shall bill the current approved IRS allowance.
Per Diem	Consultant shall be allowed \$75 or approved current GSA for the client market, whichever is higher.
Tolls and Parking	Highway & bridge tolls and parking fees shall only be submitted as an expense with a valid receipt.
Miscellaneous	All miscellaneous charges directly related to completion of project tasks, or to consultant living expenses, will only be billed with client approval.

Council Communication

Item Number: 9.

From: Timothy Morales, City Manager

Subject: Annual Operations Uniforms

Prepared By: Amanda Kiel

Manager's Recommendation:

Approval of a purchase with Libra Industries, Inc. for \$2,731.86 for Annual Operations Uniforms for FY 2026 for the Water and Wastewater Treatment Services Department, Water Treatment Division.

Justification:

The WTP Operations Staff are provided with a basic, standardized uniform. Following is a tabulation of the quotes received October 20, 23, and 24, 2025:

<u>Vendor</u>	<u>Total</u>
Libra Industries, Inc. Jackson, MI	\$2,731.86
Ed Rehmann and Sons Chesaning, MI	\$3,025.28
Work Wear Store Saginaw, MI	\$3,993.50

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Water Operations and Maintenance Fund, Treatment & Pumping Division's Clothing Supplies Account No. 591-542.01-728.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Moved by Council Member _____, seconded by Council Member that an ordinance introduced on November 3, 2025, be taken up and enacted, entitled and reading as follows:

O-_____

An Ordinance to amend Chapter 151, "Property Maintenance Regulations," of Title XV, "Land Usage," by amending §151.112, "Non-Owner Occupied Property; Prohibited Conduct," §151.113, "Non-Owner Occupied Property; Registry," §151.114, "Unoccupied Property Registry," and §151.117, "Fees," of the City of Saginaw Code of Ordinances, O-204.

§ 151.112 NON-OWNER OCCUPIED PROPERTY; PROHIBITED CONDUCT.

(A) No owner or controller of non-owner occupied property shall allow it to be occupied by someone other than the owner without first registering the property with the Office of the City Clerk.

(B) No owner or controller of non-owner occupied property shall allow occupancy of the property without first being in compliance with this subchapter.

(C) No owner or controller shall allow a non-owner occupied property to fall into a state of disrepair, to become in violation of applicable state statutes or city codes, or to otherwise become a nuisance or create a nuisance condition.

(D) Once registered, no owner or controller shall allow non-owner occupied property to remain occupied if it is in a state of disrepair, in violation of applicable state statutes or city codes, or otherwise has become a nuisance condition or created a nuisance condition.

(E) No owner or controller shall knowingly permit a resident to remain in occupancy of non-owner occupied property if that resident, members of the resident's household, or guests or other persons under the resident's control commit repeated quality of life violations.

§ 151.113 NON-OWNER OCCUPIED PROPERTY; REGISTRY.

(A) To register non-owner occupied property, the owner or controller shall:

(1) Complete and file with the City Clerk a registration application for each non-owner occupied property, which shall state or have attached, as applicable:

(a) The name, date of birth, driver's license number, mailing address, telephone number, email address, and webpage address of the owner and of any controller of the property. If the owner of the property resides out-of-state, the applicant shall designate

a local agent by name, mailing address, telephone number, email address, and webpage address.

(b) A copy of the written agreement appointing a local agent or controller for the owner.

(2) Pay in full the registration fees, as well as any applicable late fees, owed to the city for each non-owner occupied property.

(3) Provide a copy of a current certificate of compliance to the City Clerk, where such is required pursuant to § 151.115.

(4) Pay in full any fines that may be owed due to a violation of this subchapter.

(5) Agree to provide all residents a lease disclosure letter which provides information regarding frequently violated city regulations, including:

(a) The city's noise ordinance (as codified in §§ 94.045 through 94.047 of this code of ordinances);

(b) The city's curfew for minors ordinance (as codified in §§ 130.50 through 130.53 of this code of ordinances);

(c) The city's disturb the peace of neighborhoods ordinance (as codified in § 130.32 of this code of ordinances);

(d) The city's property maintenance regulations (including §§ 151.097 and 151.098); and

(e) The city's parking regulations (including § 72.23 of this code of ordinances).

(6) Agree that each lease or rental agreement entered into for non-owner occupied property shall include the following addendum:

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, members of the resident's household, and a guest or other person under the resident's control shall not engage in criminal activity, or any act intended to facilitate criminal activity, including drug-related criminal activity, on or near said premises.

2. Resident and members of resident's household will not permit the dwelling unit to be used for, or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

VIOLATION OF THE ABOVE PROVISIONS SHALL CONSTITUTE A QUALITY OF LIFE VIOLATION AND BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.

A single violation of any of the provisions of this addendum shall be deemed a serious violation and material and irreparable noncompliance with your lease.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

This LEASE ADDENDUM is not intended to diminish Resident's or broaden Owner's rights with regard to Michigan's laws pertaining to the recovery of possession of property.

(B) (1) Upon the City Clerk's receipt of the completed registration application and applicable fees, the City Clerk shall verify whether the property is eligible for registration and, if so, shall register the property.

(2) If the property is not eligible for registration, the City Clerk shall inform the owner or controller of the deficiencies preventing registration, including what additional information, documentation, and/or fees are required.

(C) After a non-owner occupied property has been registered, the owner or controller shall:

(1) Notify the City Clerk in writing of any change in the information provided in the original registration application, including but not limited to a change in occupancy status or a change in contact information for the owner, controller, or local agent, within 30 days of the date of the change.

(2) Cause the dwelling to be inspected by appropriate representatives of the city for compliance with this subchapter within 30 days of a new application for registration. Proof of such inspections must be provided to the City Clerk upon renewal of registration to document that the property remains in compliance with this subchapter.

(3) If the non-owner occupied property has become ineligible for this registry, the City Clerk shall remove the property from the registry and shall provide the owner or controller with written notification of this action, the reason therefor, and shall inform the owner or controller of the deficiencies preventing continued registration, including what additional information, documentation, and/or fees are required.

(D) An owner or controller of non-owner occupied property shall register the property with the City Clerk within 60 days of transfer of title to the property to the name of the new owner. If the title was transferred prior to the effective date of this subchapter, the owner or controller of the property shall register the property with the City Clerk no later than 60 days after the effective date of this subchapter.

(E) Exceptions.

(1) Owners or purchasers of structures which contain only one dwelling unit, with or without an accessory garage, carport or shed, and which contain no other occupancy, may occupy that dwelling unit themselves without registering the unit or paying a fee. The owner's immediate family, defined as the owner's spouse or significant other, children, and up to two grandparents, may also occupy that dwelling with the owner. All other requirements of this chapter shall apply in such instances.

(2) Owners and controllers of property properly registered under this section who are actively advertising and holding the property out for rental and/or sale shall not be required to also register the property as unoccupied property under § [151.114](#). Evidence of same, such as a copy of any advertisement or listing, shall be provided to the City Clerk.

§ 151.114 UNOCCUPIED PROPERTY REGISTRY.

(A) The Office of the City Clerk shall maintain a registry of all unoccupied properties within the city.

(B) An owner or controller of unoccupied property shall register the property with the City Clerk within 60 days of transfer of title to the property to the name of the new owner. If the title was transferred prior to the effective date of this subchapter, the owner or controller of the property shall register the property with the City Clerk no later than 60 days after the effective date of this subchapter.

(C) To register unoccupied property, the owner or controller shall:

(1) Complete and file with the City Clerk a registration application for each unoccupied property, which shall state or have attached, as applicable:

(a) The name, date of birth, driver's license number, mailing address, telephone number, email address, and webpage address of the owner and of any controller of the property. If the owner of the property resides out-of-state, the applicant shall designate a local agent by name, mailing address, telephone number, email address, and webpage address.

(b) A copy of the written agreement appointing a local agent or controller for the owner.

(c) A statement describing the expected period of vacancy, a detailed plan for the regular maintenance of the property during the period of vacancy (for example, lawn maintenance and securing of any structures), and a timeline for the lawful re-occupancy of the property, the rehabilitation of the property, or the demolition of the dwelling and/or structure(s) on the property.

(2) Pay in full the registration fees, as well as any applicable late fees, owed to the city for each unoccupied property.

(3) Provide a copy of a current certificate of compliance to the City Clerk, where such is required pursuant to § 151.115.

(D) (1) Upon the City Clerk's receipt of the completed registration application and applicable fees, the City Clerk shall verify whether the property is eligible for registration and, if so, shall register the property.

(2) If the property is not eligible for registration, the City Clerk shall inform the owner or controller of the deficiencies preventing registration, including what additional information, documentation, and/or fees are required.

(E) Any change in the information provided in the registry, including but not limited to a change in ownership, change in vacancy status, or a change in contact information for the owner, controller, and/or local agent shall be provided in writing to the City Clerk within 30 days of the date of the change.

(F) Unoccupied property may not be occupied until all outstanding taxes, costs, assessments, and/or liens owed to the city have been paid in full and a certificate of occupancy has been issued by the city.

(G) Exceptions.

(1) Unoccupied properties owned by governmental subdivisions/agencies need not be registered in accordance with this chapter.

(2) An owner or controller of unoccupied property shall be exempt from registration under this section for the first 12 months following the owner's purchase of the property so long as the owner is actively working to rehabilitate the property for use and occupancy. Such rehabilitation shall be evidenced by the owner or controller obtaining the necessary permits for structural, electrical, mechanical, or similar work. It shall be the responsibility of the owner or controller to provide evidence supporting their right to this exemption from registration to the City Clerk.

§ 151.117 FEES.

(A) Fees for each registry shall be established by City Council and posted in the Office of the City Clerk.

(B) (1) Registration renewals for non-owner occupied property shall be due on the fourth Friday of February of each year.

(2) Registrations shall all expire on the fourth Friday of February of each year regardless of application date.

(C) Registration renewals for unoccupied property shall be due on December 30 of each year.

(1) All unoccupied properties must be registered within 60 days of the enactment of this subchapter.

(2) Registrations shall expire on December 30 of each year regardless of application date. If December 30 should fall on a holiday or weekend the fee shall be due on the next regular business day.

(D) An additional late charge of 100% of the base fee shall apply and be assessed in the event of any of the following:

(1) Failure to register a non-owner occupied or unoccupied property within 30 days of date of written notice from the city that the property is in violation of this subchapter.

(2) Failure to pay the registration renewal fee within fourteen (14) days of ~~by~~ the required due date each year.

(3) Failure to register a non-owner occupied or unoccupied property within 60 days of transfer of title in the property.

(4) Failure to provide the City Clerk the required notice of any change in the information provided in the registry, including but not limited to a change in vacancy status or a change in contact information for the owner and/or controller within 30 days of the date of the change.

(E) Failure to pay any applicable fees or late fees shall be deemed a personal debt of the owner to the city, which may be collected as other personal debts, as enforcement costs or by restitution orders as allowed by law, or assessed as a lien against the property, including interest thereon, until paid.

This ordinance shall become effective November 27, 2025.

Enacted: November 17, 2025.

Yeas:

Nays:

Absent:

Brenda F. Moore
Mayor

Kristine Bolzman, MiPMC/CMC
City Clerk

ORDINANCE DECLARED ADOPTED

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the ordinance adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on November 17, 2025; the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

Kristine Bolzman, MiPMC/CMC
City Clerk