

# EXHIBIT E

## U.S. Maintenance Terms and Conditions for Software

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This document (“Terms and Conditions”) and the Quote to which these Terms and Conditions are attached set forth the terms and conditions for the maintenance of software and related support services by Intergraph for the County (“Maintenance Agreement”).

### 1. DEFINITIONS

- 1.1. **“Affiliate”** means any entity or person controlled by or under common control of Intergraph Corporation. For the purposes of this Agreement, the term "control" means ownership, directly or indirectly, of equity securities entitling the owner to exercise in the aggregate equal or more than twenty-five percent (25%) of the voting power of the entity in question. For the avoidance of doubt, any Affiliate of Intergraph Corporation is as well deemed an Affiliate of any other Affiliate of Intergraph Corporation; also Intergraph Corporation is an Affiliate of any of its Affiliates.
- 1.2. **“Coverage Period”** means the period of performance set forth in the Quote.
- 1.3. **“Covered Products”** means the software listed on the Quote for which Services are to be provided to Customer by Intergraph. Covered Products shall also include additional copies of the software (i) where the original software is already covered by the Agreement and (ii) for which additional licenses are purchased or otherwise obtained by Customer during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.
- 1.4. **“Quote”** means a quotation for Services submitted to the County by Intergraph or an authorized Intergraph partner, along with a product quotation at time of purchase of the product to be maintained. according to Section 2, or a quotation for Services submitted to the County by Intergraph, according to, Section 3.2 and/or Section 12.1.
- 1.5. **“Services”** means the maintenance and support services for Covered Products that are further described in the Agreement.
- 1.6. **“Software Product”** includes Intergraph’s or Intergraph’s Affiliate’s computer software and all of the contents of the files, disk(s), CD-ROM(s) or other media with which the software is provided, including any templates, data, printed materials, and “online” or electronic documentation, all copies, and any Updates of such Software Products. Software Products are subject to all of the terms and conditions of the End-User License Agreement (“EULA”) provided with the Software Product.
- 1.7. **“Third Party Software”** means computer software or other technology in which any person or entity, other than Intergraph or Intergraph’s Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party’s software license or similar agreement (“SLA”) provided with the Third Party Software.
- 1.8. **“Update(s)”** means any Upgrade, modified version, fix, patch and/or update of Covered Products. The use of Updates is subject to all of the terms and conditions of the EULA or SLA provided with the County’s current version of the Covered Products.
- 1.9. **“Upgrade(s)”** means each new release of Covered Products. Upgrades require a full installation and may be provided with a separate EULA or SLA. Any EULA or SLA delivered

with the Upgrade will supersede any EULA or SLA associated with prior releases of the Covered Products.

## 2. AUTHORIZATION OF SERVICES

Maricopa County authorizes Intergraph to provide the Services for Covered Products in accordance with these Maintenance Terms and Conditions for a five (5) year period commencing at the end of the Extended Warranty Period. The Intergraph shall provide Maricopa County a Quote which reflects the pricing set forth in Exhibit A of the Agreement, subject to any price adjustments for removal or additions, and reflects the specific Covered Products for coverage during each Coverage Period.

## 3. TERM

3.1. Term. This Agreement shall begin, retroactively (if applicable), on the first calendar day of the first month of the applicable Coverage Period, and shall expire at the end of the Coverage Period unless terminated earlier as provided in Section 18, or renewed by mutual agreement of the parties in accordance with Section 3.2. The Coverage Period shall be for whole months only.

3.2. Renewal. Approximately ninety (90) days prior to the expiration date of any Coverage Period, Intergraph will submit to Maricopa County a renewal Quote that includes pricing for the upcoming Coverage Period consistent with the pricing in Exhibit A. Section 2 shall apply mutatis mutandis to the formation of the Maintenance Agreement based on the renewal Quote as well as the maintenance service contract terms and conditions set forth herein. If the Maintenance Agreement is not entered into for certain Covered Products based on the renewal Quote as well as the maintenance service contract terms and conditions referenced herein, Intergraph, after the preceding Coverage Period has expired, shall be entitled to discontinue Services for the affected Covered Products, including access to system support or knowledge base, and/or end the ability of Maricopa County to log or check support requests.

## 4. REINSTATEMENT OF MAINTENANCE SUPPORT COVERAGE

4.1. Lapse in Software Maintenance Coverage. To reinstate Services after any termination or suspension thereof, the County must pay a reinstatement fee. The Coverage Period for any reinstated Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase anniversary date of the lapsed Covered Products. The reinstatement fee will equal twenty-five percent (25%) of the past due maintenance charges (rounded up to whole months only) for the Renewal Coverage Period, and shall be in addition to the total maintenance charges due for the Renewal Coverage Period, all calculated at the current maintenance list price. Upon request of the County, Intergraph will provide a Quote for the Renewal Coverage Period, to include the reinstatement fee, which is applicable only for reinstatement made in the then-current month.

4.2. Failure to Obtain Maintenance Coverage. In the event Services were not purchased at the time that the Covered Product was originally purchased, in order to obtain Services, The County must pay one hundred twenty-five percent (125%) of all maintenance payments from the date the original Covered Product was purchased up to the date the Services are actually

purchased, plus one hundred percent (100%) of the remaining Coverage Period that expires upon the anniversary date of the original Covered Product purchase, all calculated at the current maintenance list price. The Coverage Period for such Covered Products will begin on the first day of the month in which the Covered Products were originally purchased.

## 5. SCOPE OF COVERAGE FOR SOFTWARE PRODUCTS

Services described in this Section apply to Software Products only. Services for Third Party Software are set forth in Section 10.

Intergraph offers two levels of Services for Software Products included in the Covered Products: Standard Support and Premium Support. Under both levels of Services, Intergraph shall provide reasonable commercial efforts to aid in the diagnosis and correction of defects in and provide general advice as to the use of the Software Products included in the Covered Products. The level of Services will be set forth on the Quote and will include the following:

- 5.1. **Standard Support:** Standard Support will include and be limited to the following:
  - 5.1.1. Help Desk Support. Out-of-the-box functionality support via the Help Desk (telephone or eService via Intergraph's Customer Support Web Site where available at <http://esupport.intergraph.com>). Phone support for all priority levels of software errors is available on Monday through Friday from 8AM – 5PM at the County's local time, excluding Intergraph-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website.
  - 5.1.2. Updates. Access to all available Updates of Software Products included in the Covered Products. Intergraph will notify the County when Updates are made available for any Software Products for which Service has been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Intergraph. If applicable, the County may also register on the Customer Support Web Site or applicable local support website to automatically receive email notifications when a new release of a Software Product is made available by Intergraph. Updates are shipped to the County upon the County's request. Intergraph is not obligated to produce any Updates.
  - 5.1.3. Knowledge Base. Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.
- 5.2. **Premium Support:** Premium Support will include all of the features available under Standard Support. Additionally, when the software error is considered to be critical (meaning production is down), then phone support is also available after-hours and on Intergraph-observed holidays.

Intergraph may not provide both levels of support for all Software Products in all countries. The County may choose any level of Services offered, however all Software Products included in the Covered Products under the Agreement must have the same level of Services when available.

Services are only available for the current version and the one version prior to the current version of a particular Software Product. Services are limited to the specific Software Products listed on the Quote and functioning on the appropriate Intergraph-supported operating system.

## 6. MINIMUM SYSTEM REQUIREMENTS; THE COUNTY'S OBLIGATIONS

Performance of Services by Intergraph is specifically conditioned upon the following minimum system requirements and fulfillment by the County of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "County Obligations"):

- 6.1. County's hardware and operating system software must meet the minimum system requirements specified by Intergraph and made available to the County upon request.
- 6.2. County's system must have input and output devices that enable the use of Intergraph's diagnostic programs and supplemental tests. The specifications of such devices shall be made available to the County by Intergraph upon request.
- 6.3. The County will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Updates of Covered Products.
- 6.4. The County will ensure availability of its own system technical support personnel so that Intergraph can fulfill its Service obligations.
- 6.5. When reporting problems to Intergraph's Help Desk, the County will provide a complete problem description, along with all necessary documents and information that is available to the County and required by Intergraph to diagnose and resolve the problem. The County will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed.
- 6.6. The County will carry out any reasonable instructions on troubleshooting or circumvention of the problem provided by Intergraph through the Authorized Contact (as defined below in Section 8.1) immediately and in conformity with these instructions, and will install any necessary patches, defect corrections or new versions from Intergraph.
- 6.7. The County is solely responsible for assuring the compatibility of non-Intergraph products with products provided by Intergraph.
- 6.8. The County is solely responsible for ensuring its systems, software, and data are adequately backed up. Intergraph will not be liable for lost data.

## 7. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of this Agreement and may be available under separate agreement at an additional charge (collectively "Excluded Services"):

- 7.1. Installation of any Covered Product, Update, or interface software
- 7.2. Network configuration
- 7.3. Configuration or customization of Covered Products to the County's requirements.
- 7.4. System-level tuning and optimization and system administration support
- 7.5. Programming or software development
- 7.6. Training
- 7.7. Services required because the Authorized Contact is not available or is not trained in accordance with Section 8
- 7.8. On-site Services
- 7.9. Services outside of the regular business hours associated with the applicable level of Services
- 7.10. Services required due to modifications of Covered Products by the County. In the case of Intergraph software modules which assist in the creation and use of County software, the performance of Services under the Agreement is restricted to unmodified components of these Covered Products
- 7.11. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or the County's disregard of

the installation and operating instructions according to the documentation provided with the Covered Products

- 7.12. Services required due to failure of software or hardware not supplied by Intergraph and not covered in the Agreement
- 7.13. Services required due to the County's use of hardware or software that does not meet Intergraph specifications or failure of the County to maintain or perform industry standard maintenance on the County's hardware or software
- 7.14. Services required due to software or portions thereof that were incorrectly installed or configured, or use in an environment inconsistent with the support environment specified by Intergraph, or used with peripherals, operational equipment or accessories not conforming to Intergraph's specifications
- 7.15. Services required due to cases of force majeure, especially lightning strikes, fire or flood or other events not caused through Intergraph's fault.
- 7.16. Services required due to the County's failure to fulfill the County Obligations set forth in Section 6
- 7.17. Services required due to faulty or incomplete County data.

When ordered by the County, Excluded Services or other software maintenance support services that are outside the scope of this Agreement will be billed by Intergraph according to the stated hourly rates and material prices in effect at the time such service is performed.

## 8. SYSTEM SUPPORT TECHNICIAN

- 8.1. The County will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Services ("Authorized Contacts").
- 8.2. The County must make sure that the Authorized Contacts have adequate expertise and experience to make possible a targeted and professionally accurate description of malfunctions and make it possible for Intergraph to handle them efficiently. Authorized Contacts must have successfully completed Intergraph product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. The County will bear the cost of this training. The County is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of the County's operating system, network, and hardware and software systems. The County agrees to promptly notify Intergraph of any replacement of an Authorized Contact.

## 9. REMOTE ACCESS

The County will permit Intergraph to electronically access the County's system via SecureLink™. SecureLink™ is a tool for providing secure, auditable remote access to the County's system in order for Intergraph support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. The Authorized Contacts should be available to assist Intergraph Customer Support as needed during this entire process. Customer Support will only access the County's system with the knowledge and consent of the County. For local variances specific to the use of remote access tools other than SecureLink™, the County should contact the local Intergraph support office.

## 10. THIRD PARTY SOFTWARE

Support and Updates of Third Party Software shall be provided in the fashion and to the extent or duration that Intergraph is authorized to provide such by the third party manufacturer of the Third Party Software, and such Third Party Software Services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and Updates for any Third Party Software that are not listed on the Quote must be obtained from the third party owner of the products or their designated representative.

## 11. REQUIRED COVERAGE

- 11.1. Multiple or Interdependent Licenses. The County may not decline maintenance for individual licenses of a Covered Product for which the County has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, except in accordance with the relinquishment process described in Section 12.2.
- 11.2. Prerequisite Licenses. All prerequisite Intergraph software licenses that are necessary to operate the Covered Products for which the County desires Services under the Agreement must also be included as Covered Products and listed on the Quote.

## 12. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

### 12.1. Additions of Covered Products to Maintenance.

- 12.1.1. Additional Software Products from Intergraph. In the event the County purchases additional licenses of Software Products from Intergraph during the term of this Agreement, Intergraph will provide the County with a written extension Quote that reflects the additional licenses, the effective date of Service, and charges for the additional licenses, pursuant to the Agreement.
- 12.1.2. Additional Software Products from a third party. In the event the County obtains additional licenses of Software Products from an authorized reseller or by any other means, the County agrees to notify Intergraph in writing about the newly acquired Software Products, and upon receipt of such notice, Intergraph will provide the County with a written extension Quote that reflects the additional licenses, the effective date on which Intergraph may commence the Services with respect to the copies of the Software Product pertaining to the additional licenses, and the charges that would be due in return for these Services pursuant to the Agreement.
- 12.1.3. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the extension Quote submitted to the County under Section 12.1.1 or Section 12.1.2 as well as the maintenance service contract terms and conditions referenced therein or made available to the County together with the extension Quote. If the Agreement is not entered into based on the extension Quote as well as the maintenance service contract terms and conditions referenced therein, then the terms and conditions in Section 4 regarding reinstatement of Services will apply to the additional licenses of Software Products. If, however, the additional Software Products are multiple, interdependent, or prerequisite licenses as described in Section 11 above, Services may not be declined, and Services and the appropriate monthly charges will begin on the effective date as shown on the extension Quote.
- 12.1.4. Additional Software Products via Software Transfer Policy. The County shall purchase Services on all additional licenses of Software Products for a site obtained via software license transfer. Any such software license transfers shall be in accordance with the

then-current Intergraph Software Transfer Policy and the EULA or other applicable Software License Agreement delivered with the Software Product.

12.2 Removal of Covered Products from Maintenance. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Covered Products from the Agreement for the renewal period. Neither party may remove Covered Products except upon Agreement renewal. the County may not remove from the Agreement individual software licenses of a Covered Product for which the County has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, unless the County has first certified to Intergraph on a "Software Relinquishment Agreement" that the copies of the Covered Product for which the County desires to cease Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should the County desire to reinstate Services for the Relinquished Licenses at a later date, the County must re-purchase the licenses at the then current list price.

### 13. COUNTY WARRANTIES

During the Coverage Period, the County shall commit to the following:

- 13.1. Subject to Section 12.2, the County warrants that for all Covered Products supported under the Agreement, all licenses of a Covered Product for which the County has multiple copies in its possession and that are located at the site referenced on the Quote, and all prerequisite licenses necessary to operate Covered Products, are listed on the Quote. If all like Covered Products or prerequisite software licenses are not listed on the Quote, the County agrees to notify Intergraph so that Intergraph may issue a revised Quote to the County.
- 13.2. The County warrants that Services provided herein shall be utilized only for the quantity of Covered Products licenses listed on the Quote.
- 13.3. The County shall, and the County shall cause each of the County's employees and representatives to, comply with each and every term and condition of the EULA and/or SLA applicable to the Covered Products supported under the Agreement.

### 14. INTELLECTUAL PROPERTY

- 14.1. Software License. Any Upgrades furnished hereunder shall remain the property of Intergraph, Intergraph's Affiliate or applicable third party, and are licensed in accordance with the then current Intergraph EULA, EULA of Intergraph's Affiliate or third party SLA, which shall supersede any EULA or SLA associated with prior releases of the Software Products or Third Party Software. Upon the County's request, Intergraph shall provide the County with such EULA or SLA. Upon Intergraph's request, the County agrees to execute a EULA or SLA, as applicable, for Covered Products provided without an included EULA or SLA.
- 14.2. Confidential Information. Intergraph and the County each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions, and existence, of this Agreement shall be

deemed Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information" (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either Intergraph or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Agreement. The County and Intergraph shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that their respective employees comply with these confidentiality provisions. This Section shall not apply to any particular information which either party can demonstrate (i) was, at the time of disclosure to it, generally publicly available; (ii) after disclosure to it, is published or otherwise becomes generally publicly available through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without restriction on disclosure; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

## 15. LIMITED WARRANTIES; WARRANTY DISCLAIMERS

### 15.1. Limited Warranties.

15.1.1. Intergraph Services Warranty. Intergraph warrants for a period of thirty (30) days from the date of Services that the Services provided pursuant to this Agreement, in the form of a defect correction and/or maintenance services, will be performed with reasonable skill and care in accordance with the requirements set forth herein, provided the Covered Products for which the Services are provided are used under normal conditions and in strict accordance with the terms and conditions herein. The County agrees to promptly notify Intergraph of any unauthorized use, repair, or modification, or misuse, as well as suspected defects in any Services provided pursuant to this Agreement.

15.1.2. Intergraph Software Warranty. Intergraph warrants for a period of thirty (30) days from the date of shipment of any Software Product that, under normal use, software delivery media shall be free from defect in material or workmanship. Additional warranties for Software Products may be provided in the applicable Intergraph Terms and Conditions for Sale or other agreement between the parties governing the delivery of Software Products.

15.1.3. Pass-Through Third Party Warranties. Third Party Software is only warranted pursuant to a pass-through warranty to the County from the applicable Third Party

Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.

15.1.4. NO OTHER WARRANTIES. THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF INTERGRAPH. THE LIMITED WARRANTIES PROVIDE THE COUNTY WITH SPECIFIC LEGAL RIGHTS. THE COUNTY MAY HAVE OTHER RIGHTS, WHICH VARY JURISDICTION TO JURISDICTION. IF A GREATER WARRANTY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN INTERGRAPH WARRANTS THE SERVICES OR COVERED PRODUCTS TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

15.2. Remedies. In the event a warranted Service, Covered Product, or Update provided pursuant to this Agreement does not substantially comply with the limited warranties set forth in the Agreement, Intergraph's entire liability and the County's exclusive remedy shall be, in Intergraph's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in this Agreement.

Intergraph is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in this Agreement, but in no other respects and for no other purpose.

15.3. WARRANTY DISCLAIMERS. ANY WARRANTIES HEREUNDER ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. THE COUNTY SHALL NOTIFY INTERGRAPH OF ANY SUSPECTED DEFECTS IN COVERED PRODUCTS DELIVERY MEDIA. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTERGRAPH AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. INTERGRAPH DOES NOT WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET THE COUNTY'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES INTERGRAPH WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES WILL OPERATE UNINTERRUPTED OR ERROR FREE. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN INTERGRAPH DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

## 16. TERMINATION

This Maintenance Agreement may only be terminated prior to its expiration in the following ways:

- 16.1. Either party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for the other party's business.
- 16.2. The County fails to pay Intergraph any amount when due (i) under this Agreement; or (ii) under any other agreement between the parties.
- 16.3. The County's license to the Covered Products for which the County has purchased Services is terminated.

## 17. RESTRICTIONS

- 17.1. Non-Solicitation of Employees. Both parties agree that it will not, without the prior written consent of the other party, solicit or hire any of the other party's employee, or induce such employee to leave the other party's employment, directly or indirectly, during the term of this Agreement and for a period of twelve (12) months after the Agreement expires or is terminated. Both parties agree that a breach of this provision would cause actual and substantial damages to the other party such that it would be very difficult to calculate actual damages. Accordingly, any such breach will entitle the other party to recover liquidated damages from the the hiring party in the amount equal to one (1) year of the affected employee's annual salary plus benefits for each such breach, as well as expenses, costs, and reasonable attorneys' fees incurred by Intergraph in seeking enforcement of this Agreement. Both parties agree that the foregoing amount is intended to be, and in fact is, a reasonable estimate of the actual damages that would be incurred by the other party if the hiring party were to breach this provision, and that this amount is not intended to be, and in fact is not, a penalty. In addition, other party shall be entitled to equitable or injunctive relief to prevent further breaches. For purposes of this Section, the term "employee" means employees of Intergraph and/or any Intergraph subsidiary and/or any of Intergraph's subcontractors and/or employees of Maricopa County Sheriff's Office who directly support the County or are a member of the County's project team (as the case may be).

## 18. THIRD-PARTY PROVIDERS.

Intergraph reserves the right to provide Services through a third party provider.