

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between the **City of Madison, Alabama**, a municipal corporation, with its principal place of business being located at 100 Hughes Road, Madison, Alabama 35758 (hereinafter "Licensee") and **Intergraph Improved Properties, LLC**, a Delaware limited liability company, with its principal place of business being located at 190 Graphics Drive, Madison, Alabama 35758 (hereinafter "Licensor").

WHEREAS, for the purposes hereinafter specified, Licensee seeks the privilege and permission of allowing all City of Madison employees (the "Permitted Employees") (including one guest of such Employee (a "Guest"; together with the Permitted Employees, the "Permitted Users")) the ability to utilize the gymnasium and all other physical fitness facilities at the Wellness Center located at 305 Intergraph Way, Madison, Alabama 35758 (hereinafter the "Facilities"); and

WHEREAS, it has been determined by Licensee's governing body that entry and use of said Facilities is in the public interest.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. **Use.** Licensor hereby grants to Licensee a non-exclusive, non-sublicensable, revocable license to allow Permitted Users to enter upon and use the Facilities and the right of ingress and egress to and from the Facilities, subject to the terms and conditions herein (the "License").
2. **Term.**
 - a. This Agreement shall come into effect (the "Effective Date") when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the Effective Date.
 - b. This initial term of this Agreement shall be 12 months from the Effective Date (the "Initial Term"), which shall automatically renew for successive 12-month periods unless earlier terminated pursuant to the terms hereof (collectively, the "Term"). Each 12-month period of the Term is a "Yearly Term". Notwithstanding the foregoing, either party may terminate this License at any time and for any reason by giving thirty (30) days' written notice to the other party.
3. **Consideration.**
 - a. **Upfront Fee.** In exchange and in consideration for the License, Licensee shall pay to Licensor (or its designated affiliate) an annual fee of \$24,000 in advance

("Upfront Fee") of each Yearly Term, payable in one lump sum within 30 days from the start of each Yearly Term.

- b. True-up. Following the end of each Yearly Term, as soon as Licensor shall have determined the amount of the operating expenditures for such Yearly Term (including salaries and wages for Facilities staff, cost of maintenance and operation of the Facilities, and utilities costs for operation of the Facilities) (50% of such operating expenditures being the "Year-End OpEx Amount"), the Licensor shall present Licensee documentation, in reasonable detail with supporting calculations and information, detailing the Year-End OpEx Amount (the "True-Up Statement"). If the Year-End OpEx Amount is greater than the Upfront Fee, then Licensee shall pay to Licensor as promptly as possible an amount (the "Shortfall Payment Amount") equal to (a) the Year-End OpEx Amount, *minus* (b) the Upfront Fee. If the Year-End OpEx Amount is less than the Upfront Fee, then Licensor shall pay to Licensee as promptly as possible an amount (the "Excess Payment Amount") equal to (a) the Upfront Fee, *minus* (b) the Year-End OpEx Amount.
- c. Refund. To the extent the Licensee pays in advance for any Yearly Term, and this Agreement is terminated (except in the case of breach by the Licensee) prior to the expiration of a Yearly Term, then Licensee shall be entitled to a prorated refund of any portion of prepaid sums for the remainder of the unused Yearly Term.

4. Terms and Conditions Applicable to License.

- a. The License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Facilities, whether or not of record.
- b. Licensee shall provide a valid, updated list of all Permitted Employees each month of the Term and shall notify Licensor as soon as possible of any newly hired Permitted Employees or Permitted Employees that are terminated and no longer Permitted Employees.
- c. In order for a Guest to be authorized to use the Facilities as a Permitted User, such Guest must be appropriately added to the Permitted Employees account via the then-existing policies in place applicable to all other existing users of the Facilities.
- d. Licensor will provide Licensee and its Permitted Users with access to the Facilities in accord with its existing hours of operation, as may be updated from time to time.
- e. Subject to mutual agreement and pre-approval by Licensor, Licensor shall allow Licensee the ability to schedule (i) the basketball gymnasium at the Facilities for the Licensee's recreation league basketball games during basketball season, and (ii) usage of the back patio at the Facilities during certain pickleball tournaments.

- f. Licensee shall, and shall ensure its Permitted Users, follow any and all existing rules for use of the Facilities. Any individual violating said rules will constitute a breach hereunder and may be subject to removal and/or revocation of their privileges to use the Facilities.
 - g. Licensee shall ensure that trash apparently generated from Permitted Users, or Licensee's use of the License, is removed from the Facilities.
 - h. Licensee and its Permitted Users shall, at a minimum, be subject to and comply with the same procedures for reservation and/or use of the gymnasium as all other existing users of the Facilities.
 - i. Licensee shall, and shall ensure its Permitted Users, obey all laws, codes, ordinances and rules/policies of Licensor, including but not limited to, all regulations relating to traffic, health or safety.
 - j. Licensee shall not permit alcoholic beverages to be brought onto the Facilities and shall use its best efforts not to permit any person under the influence of alcoholic beverages to enter or remain upon the Facilities.
 - k. Licensee acknowledges that each Permitted Employee and/or any Guest shall be required to sign a waiver of liability prior to, and in order to, enter and access the Facilities.
5. **No Transfer or Assignment.** The License is personal to Licensee. Any attempt by Licensee to transfer, assign or sublease the License or this Agreement shall automatically terminate the same. Notwithstanding anything herein to the contrary, Licensor shall, at its sole and absolute discretion, be entitled to transfer or assign this Agreement and the License to any affiliate of Licensor, or to any successor-in-interest to any purchaser of the Facilities. Further, notwithstanding anything herein to the contrary, Licensor shall be entitled to terminate this Agreement immediately upon written notice to Licensee in the event of a sale of the Facilities. For avoidance of doubt, Licensee shall not be entitled to any notice or consent rights hereunder related to any sale of the Facilities by Licensor.
6. **Permits and Regulations.** Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations.
7. **No Interference.** Licensee shall not interfere with the normal operation and activities of Licensor, and Licensee shall, and shall ensure its Permitted Users, conduct any activities on the Facilities to minimize damage to the Facilities and inconvenience to Licensor, its agents, employees and invitees.
8. **Repair and Restoration.** If Licensee or any Permitted User causes any damage to the Facilities, Licensee shall repair and restore the Facilities to its original condition, i.e., the condition in which such Facilities were found prior to Licensee's use of the Facilities pursuant to the License. The Licensee requests prompt notice of any said damage upon Licensor's discovery of any such damage with an estimate for repair of such. Licensee shall promptly perform the repair and restoration required hereunder, but in no event

later than 30 days from Licensor's delivery of notice of such damage and repair estimate. In the event that repair and restoration is performed following the termination of this Agreement, the Licensee's Indemnity and Insurance obligations in Sections 12 and 13 shall continue until repair and restoration efforts are completed as provided herein.

9. **Breach and Cure.** In the event that Licensee or any Permitted User breaches any of the obligations or requirements under this Agreement, Licensor shall send Licensee written notice specifying the nature of such breach. To the extent capable of being cured, Licensee shall have fourteen (14) days from receipt of such notice within which to cure the stated breach. If the breach is incapable of cure or Licensee fails to cure or takes material actions to cure within such fourteen (14) day period, then Licensor shall have the right to terminate this Agreement immediately by serving Licensee with written notice of termination. Licensor shall have all rights and remedies available under Alabama law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.
10. **Alteration in Writing.** This Agreement supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.
11. **Notice.** Any notice required hereunder shall be in writing (including by e-mail delivery) and shall be addressed as follows:

Licensee:
Mayor
City of Madison
100 Hughes Road
Madison, Alabama 35758
Paul.Finley@madisonal.gov

Copy to:
City Attorney
City of Madison
100 Hughes Road
Madison, Alabama 35758
Brian.Kilgore@madisonal.gov

Licensor:
Jay Cobb
Denise Bates
Intergraph Improved Properties, LLC
P.O. Box 240000
Huntsville, Alabama 35813
jay.cobb@hexagon.com
denise.bates@hexagon.com

Copy to:
General Counsel
Hexagon/Intergraph
305 Intergraph Way
Madison, Alabama 35758
tony.zana@hexagon.com

12. **Indemnification.** To the extent allowed by law, Licensee hereby waives, acquits, and forever releases, and agrees to indemnify, defend and hold harmless Licensor, its affiliates and their respective officers, agents and employees, from and against any claims, damages, costs, expenses or liabilities (collectively "Claims") arising from

Licensee's exercise of its rights under this Agreement including, without limitation, Claims for loss or damage to any property, or for death or personal or bodily injury to any person or persons, to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, partners, and/or any Permitted User.

13. Insurance.

- a. As owner of the licensed property, Intergraph Corporation shall be added as an Additional Insured to the City of Madison's liability policy with coverage in the following amounts and subject to the following limitations:
 1. Each Occurrence Limit: \$100,000.00
 2. Aggregate Limit: \$300,000.00
 3. Such coverage is limited to the assumption of liability for claims arising under this Agreement from the sole negligence of the Licensee's agents, employees, elected and appointed officials, and volunteers.
- b. Licensee shall maintain a policy of Workers' Compensation coverage as required by Alabama law.
- c. Licensee, upon the execution of this Agreement, shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days' advance written notice to Licensor of any material modification, change or cancellation of the above insurance coverages.

14. Mutual Waiver of Subrogation. Licensee and Licensor each hereby waive any right of recovery against the other due to loss of or damage to their respective property, whether real or personal, when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured.

15. Lien-Free Condition. Licensee shall not cause or permit any liens to be placed against the Facilities or against Licensor's other property because of Licensee's exercise of rights under this License. In the event of the filing of any such liens, this Agreement shall automatically terminate, and Licensee shall promptly cause such liens to be removed.

16. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of Alabama, without giving effect to any choice or conflict of law provision or rule. Each party irrevocably agrees that the courts of Madison County, Alabama, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Each party shall do and perform, or cause to be done and performed,

all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities and have hereunto set their hands and seals on the day and year written below.

**City of Madison, Alabama,
a municipal corporation,**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, and Lisa D. Thomas, whose name as City Clerk-Treasurer of the City of Madison, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand this the _____ day of _____, 2023.

Notary Public

Intergraph Improved Properties, LLC

By: _____

P. Denise Bates

Its: Authorized Representative

Date: _____

STATE OF ALABAMA §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that P. Denise Bates, whose name as Authorized Representative of Intergraph Improved Properties, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 2023.

Notary Public