ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

MASTER PURCHASE AGREEMENT
Contract No. 2003MPA4440

This Master Purchase Agreement ("MPA" or "Agreement") is between the governmental body ("Licensee") identified below and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement enables Licensee to acquire ESRI® geographic information system Software, services, Documentation, Data, or hardware over a defined period of time.

This Agreement is comprised of the following documents:

1. Master Purchase Agreement signature page, E111M 4/03
2. General License Terms and Conditions, Version E200 2/02
3. ESRI Exhibit 1, Scope of Use, Version E300 1/03
4. ESRI MPA Terms and Conditions, Version E500 4/03
5. ESRI MPA Price List, Version E405M 4/03
6. Custom Software, Technical Data, and Assistance License Addendum, Version E600 2/02, including Attachment A—Sample Task Order and Attachment B—Time and Materials Rate Schedule (J-7264-a)
7. ESRI Client Site Training Terms and Conditions, E207 1/02

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

Licensee may only use the type and number of copies of the Software, Data, and Documentation for which the appropriate license fees have been paid to ESRI in accordance with this Agreement.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

[INTENTIONAL BLANK]

ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

LEON COUNTY, FLORIDA
(Licensee)

By: _____
Authorized Signature

Printed Name: Tony Grippa

Title: Chairman, Board of County Commissioners

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(ESRI)

By: _____
Authorized Signature

Printed Name: LAURA DANGERMOND

Title: Vice President

Date: _____ 2005

Attest:

LEON COUNTY, FLORIDA

By: _____
Bob Inzer
Clerk of the Court

Approved as to Form:

LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W. A. Thiele, Esq.
County Attorney

Licensee Contact Information

Contact: Lee N. Hartsfield

Address: 301 S. Monroe Street

City, State, ZIP: Tallahassee, FL 32301

Telephone: 850-488-2818

Fax: 850-922-0099

E-mail: leeh@mail.co.leon.fl.us

GENERAL LICENSE TERMS AND CONDITIONS
(E200 2/02)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

Definitions—As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

(a) "Software" means the actual copy of all or any portion of ESRI's proprietary geographic information system (GIS) software technology, computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.
(b) "Data" means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in ESRI® GIS software compatible format(s) supplied under this Agreement.
(c) "Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this Agreement.
(d) "License Manager" means the nondestructive license management software program, comprised of a confidential software keycode or hardware key, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, and Documentation are owned by ESRI and its licensor(s) and are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. ESRI and its licensor(s) retain all rights, title, and ownership not granted herein to all copies of the Software, Data, and Documentation licensed under this Agreement. From the date of receipt, Licensee agrees to use reasonable effort to protect the Software, Data, and Documentation from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to ESRI and its licensor(s).

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License—In consideration of the mutual promises and covenants provided herein and for other good and valuable consideration, and conditioned upon compliance with all of the terms and conditions set forth in the Agreement including, but not limited to, Article 4, ESRI grants to Licensee a personal, nonexclusive, nontransferable license to

(a) Use the Software, Data, and Documentation as a single package for Licensee's own internal use only; and
(b) Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

3.2 Beta License—In the event ESRI accepts Licensee into a current Beta Testing program, Licensee may be provided copies of alpha, beta, and/or prerelease (hereinafter collectively referred to as "Beta") Software for the limited purpose of testing the Beta Software in accordance with the Beta testing policies then in effect. Beta Software and Documentation delivered are confidential and proprietary to ESRI and contain trade secrets, inclusive of unpublished specifications. In consideration of the rights granted herein, Licensee agrees to retain all Beta Software and Documentation provided to Licensee in confidence. Licensee shall maintain all results of testing in confidence and agrees not to disclose to any third party details pertaining to the Beta Software, Documentation, test results, or errors encountered. ESRI reserves the right to determine which Beta Software and Documentation, subsequent interim beta release(s), or patch(es) will be made available to Licensee to test during the term of the Agreement. Beta Software is subject to change prior to its commercial release and may never be commercially released. Licensee is advised that such Software is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated.

ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.

3.3 Evaluation License—ESRI may from time to time extend a limited term evaluation license(s) under the terms of this Agreement, for the duration authorized in any supporting documentation supplied by ESRI. Any evaluation license subsequently converted to a full use license is also subject to the terms of this Agreement.

3.4 Consultant Access—Licensee may provide access to the Software, Data, or Documentation to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Software, Data, or Documentation exclusively for the benefit of Licensee, and so long as the consultant or contractor agrees to be bound by the terms and conditions of this Agreement.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- Licensee may (i) install and store copies onto electronic storage device(s) and (ii) only use the Software, Data, and Documentation as described in Exhibit 1 set forth herein and in accordance with the licensed configuration on file with ESRI Customer Service or ESRI authorized distributors.
- Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes during the term of this Agreement. Additionally, Licensee may make routine computer backups of the Software, Data, and Documentation. Licensee may establish a redundant server for failover operations in the event the primary site fails.
- Licensee may customize the Software using any (i) macro or scripting language, (ii) open application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- Licensee may use the Data only as described in the Distribution Rights section of the help or metadata files delivered with the Software, Data, and Documentation.
- Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. The portion(s) of the Documentation supplied in digital format merged with other software and printed or digital documentation shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of ESRI and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of ESRI and its licensor(s) and are used herein under license. Copyright © [*Insert the actual copyright date(s) from the source materials*] ESRI and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

- Licensee shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) that allows third party access to the Software, Data, and Documentation except as provided herein; or transfer, in whole or in part, access to prior or present versions of the Software, Data, or Documentation, any updates, or Licensee's rights under this Agreement.
- Licensee shall not redistribute the Software, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI as set forth in an appropriate redistribution license agreement.
- Licensee shall not reverse engineer, decompile, or disassemble the Software, Data, or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction in order to protect ESRI and its licensor(s) trade secrets and proprietary information contained in the Software, Data, or Documentation.
- Licensee shall not make any attempt to circumvent the technological measure(s) (e.g., License Manager, etc.) that controls access to or use of the Software, Data, and Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- Licensee shall not use the Software to transfer or exchange any material where such transfer or exchange is prohibited by copyright or any other law.
- Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, or Documentation.

ARTICLE 5—MAINTENANCE

Maintenance consists of Software, Data, or Documentation updates and access to technical support and other benefits specified in the most current applicable ESRI Support Services Policy.

ARTICLE 6—TERM AND TERMINATION

The license granted to Licensee by this Agreement shall commence upon the acceptance of this Agreement and shall continue until such time that (i) Licensee elects in writing to discontinue use of the Software, Data, or Documentation and terminates this Agreement or (ii) ESRI terminates this Agreement upon written notice to Licensee for Licensee's material breach. Upon termination of this Agreement, Licensee shall uninstall, remove, and destroy all Software, Data, and Documentation, and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such destruction to ESRI, which evidence shall be in a form acceptable to ESRI in its sole discretion.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties—For a period of ninety (90) days from the later of the date of keycode issuance or date of delivery of the Software, Data, or Documentation to Licensee, ESRI represents and warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

7.2 Data Disclaimer—If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness are not guaranteed. The Data may contain some nonconformities, defects, errors, or omissions. ESRI AND ITS LICENSOR(S) MAKE NO WARRANTY WITH RESPECT TO THE DATA. Without limiting the generality of the preceding sentence, ESRI and its licensor(s) do not warrant that the Data will meet Licensee's needs or expectations, the use of the Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensor(s) are not inviting reliance on this Data, and Licensee should always verify actual Data including, but not limited to, map, spatial, raster, and tabular information.

7.3 General Disclaimer—EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT THE SOFTWARE, DATA, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BETA AND EVALUATION SOFTWARE IS DELIVERED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE BETA AND EVALUATION SOFTWARE.

7.4 Exclusive Remedy—Licensee's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth in this Article 7 shall be limited, at ESRI's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy; or (iii) return of the license fees paid by Licensee for the Software, Data, or Documentation that does not meet ESRI's Limited Warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers to ESRI a Certification of Destruction in a form acceptable to ESRI.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Types of Liability—IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, DATA, OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2 General Limitation of Liability—IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR

OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR SOFTWARE, DATA, OR DOCUMENTATION PURSUANT TO THIS AGREEMENT.

8.3 Applicability of Disclaimers and Limitations—Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Software, Data, or Documentation or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 9—INFRINGEMENT INDEMNITY

9.1 ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software, Data, or Documentation infringes a U.S. patent, copyright, or trademark provided

(a) Licensee promptly notifies ESRI in writing of the claim thereof;
(b) ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
(c) Licensee cooperates fully in the defense of the claim.

9.2 If ESRI believes that the Software, Data, or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software, Data, or Documentation is enjoined, ESRI, at its own expense, may either (i) obtain the right for Licensee to continue using the Software, Data, or Documentation or (ii) modify the Software, Data, or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to ESRI and ESRI's sole liability shall be to refund license fees paid by Licensee prorated over a five (5) year period.

9.3 ESRI shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by ESRI; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than ESRI, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee to use the updated or modified Software, Data, or Documentation provided by ESRI for avoiding infringement.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 10—GENERAL PROVISIONS

10.1 Future Orders—All Software, Data, Documentation, or maintenance orders placed within one (1) year of this Agreement's execution date shall be licensed under the terms of this Agreement. Orders placed and Software, Data, and Documentation updates or upgrades provided after that time shall be governed by the then-current General License Terms and Conditions and Exhibit 1, the terms of which will be indicated on ESRI's Web site or enclosed in the deliverable's packaging, depending on the method of delivery.

10.2 Export Control Regulations—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, or provide the Software, Data, or Documentation, in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation. Licensee shall not export the Software, Data, and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. Licensee represents and warrants that it is not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

10.3 Commercial Terms and Conditions—This Agreement contains ESRI's commercial terms and conditions. Licensee's rights in the Software, Data, and Documentation are strictly limited to the uses granted by this Agreement. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Software, Data, or Documentation, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable.

10.4 Taxes and Fees, Shipping Charges—License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

10.5 No Implied Waivers—The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.6 Severability—The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.7 Counterparts—This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

10.8 Successor and Assigns—Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

10.9 Survival of Terms—The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

10.10 Equitable Relief—Licensee agrees that any breach of this Agreement by Licensee will cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

10.11 Governing Law, Arbitration

A. *Licensees in the United States of America, Its Possessions, and Territories*—This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Except as provided in Article 10.10 above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601–613), in lieu of the Arbitration provisions of this clause.

B. *All Other Licensees*—All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at a mutually agreed location. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

CUSTOM SOFTWARE, TECHNICAL DATA, AND ASSISTANCE LICENSE ADDENDUM (E600 2/02)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

All words, phrases, or terms defined in other parts of this Agreement shall have the same meaning in this Addendum. The following additional words, phrases, or terms shall have the following meaning:

i. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Software.
ii. "Technical Data" means, without limitation, all technical materials including formula, compilations, programs, methods, techniques, know-how, technical assistance, processes, designs, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by ESRI under any Task Order.
iii. "Map Data" means any digital data set(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied or used in performance of any Task Order.
iv. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a Task Order.
v. "Supported Software" means the Software identified pursuant to Article 2.

ARTICLE 2—TASK ORDERS AND PROJECT SCHEDULE

ESRI shall provide Deliverables as specified in Task Orders for support of the Software identified therein ("Supported Software"). (A sample task order form is attached as Attachment A.) Unless otherwise provided by ESRI in writing, ESRI's Senior Contract Administrator, _____ _____, is authorized to agree to Task Orders. Licensee shall provide advanced written notification of the name and title of the representative authorized to sign Task Orders and bind Licensee.

Each party shall identify in writing the project manager who is responsible for the Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.

ESRI shall complete each Task Order in accordance with the schedule specified in that Task Order.

Each party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until it is signed by both parties.

ARTICLE 3—LICENSE GRANT

Subject to the terms and conditions set forth in this Agreement and effective upon their delivery, ESRI hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables to use, modify, and reproduce the Deliverables in connection with Licensee's authorized use of Supported Software. The grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

ARTICLE 4—PATENTS AND INVENTIONS

During performance of Task Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Task Orders may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Agreement, ESRI or its licensors own all intellectual property rights in the Software. During the term of this Agreement, Licensee shall promptly notify ESRI if Licensee becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions as ESRI's Inventors solely conceive while providing technical assistance pursuant to this Agreement. The parties shall jointly own any Invention made jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software, Licensee hereby grants and agrees to grant to ESRI an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.

Licensee agrees to disclose promptly to ESRI (i) each Invention relating to the Software and made or conceived by Licensee's Inventors during the term of this Agreement and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to: (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

All Inventions made by Inventors during performance of tasks and activities defined by Task Orders during the term of this Agreement will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Task Orders.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—OWNERSHIP, CONFIDENTIALITY, AND EXPORT CONTROLS

Except as specifically granted in this Agreement, ESRI or its licensors own and retain all right, title, and interest in the Deliverables. This Agreement does not transfer ownership rights of any description in the Deliverables to Licensee or any third party.

Unless otherwise agreed in writing, the Deliverables are ESRI confidential and Licensee shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables is limited to Deliverables in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables is withheld from such disclosure, and the person or entity in receipt of such Deliverables similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose the Deliverables to employees or third parties without the advanced written consent of ESRI. However, Licensee may, without such consent, make such disclosures to

employees as are reasonably required for the Licensee's authorized use of the Supported Software, provided that such disclosure is strictly limited to the portions of the Deliverables needed for that purpose.

The disclosures permitted under the preceding paragraph shall not relieve Licensee of its obligation to maintain the Deliverables in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Deliverables to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this Article and obtain their agreement to be bound by them.

Licensee shall not have any obligation to protect any part of a Deliverable that it can prove: (i) was in Licensee's possession before receipt from ESRI; (ii) is or becomes a matter of public knowledge through no fault of Licensee; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by ESRI to a third party without a duty of confidentiality; (v) is independently developed by Licensee; or (vi) is required to be disclosed by operation of law.

ARTICLE 6—ACCEPTANCE

A. For Time and Materials Task Orders
Deliverables are provided strictly on a time and materials basis. Therefore, no acceptance provision is applicable.

B. For Firm Fixed Price Task Orders
Deliverables for fixed price Task Orders shall be categorized as follows:

i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by ESRI. ESRI shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). ESRI shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in Subsections B(i) or B(ii). If ESRI does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B(ii) or B(iii), or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—CHANGES TO SCOPE OF WORK

Licensee may, at any time, request changes within the general scope of this Agreement in the Deliverables to be provided. If such changes cause an increase or decrease in the cost or time required to provide the Deliverables under any Task Order (regardless of whether the Task Order itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.

ARTICLE 8—COMPENSATION; INVOICES

A. For Time and Materials Effort
ESRI shall prepare and submit to Licensee written monthly invoices showing the compensation due for work performed under Task Orders. The amount invoiced will be equal to the number of hours expended during the previous month multiplied by the rates for labor categories set forth in Attachment B, plus other burdened direct costs. ESRI may, at its sole discretion, stop work in order to avoid exceeding the total value of applicable Task Orders. Any election to exceed such total value shall not affect the rights or obligations of the parties under this Agreement, including any right to compensation for such excess work and to stop work at anytime after such total value is exceeded.

B. For Firm Fixed Price Effort
ESRI shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the full amount of that Task Order is due.

C. Payment
Licensee shall pay each invoice no later than thirty (30) days after receipt thereof.

ARTICLE 9—LIMITED WARRANTY

A. Warranty
ESRI warrants that for a period of thirty (30) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with applicable written specification included in the corresponding Task Order or delivered to Licensee pursuant to this Agreement.

B. Disclaimer
1. THE WARRANTY SET FORTH IN SECTION "A" OF THIS ARTICLE IS IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

2. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

A. Disclaimer of Certain Types of Liability
IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

B. General Limitation of Liability
IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES FROM WHICH THE LIABILITY DIRECTLY AROSE.

C. Applicability of Disclaimers and Limitations
Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Deliverables or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 11—HIGH RISK ACTIVITIES

A. DELIVERABLES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE FOR USE WITH CRITICAL HEALTH AND SAFETY OR ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS THAT REQUIRE FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, EMERGENCY RESPONSE, LIFE SUPPORT, OR WEAPONS SYSTEMS ("HIGH RISK ACTIVITIES"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

B. Licensee represents and warrants that it will not use, distribute, or resell Deliverables for High Risk Activities and that it will ensure that its customers and end users of the Deliverables are provided with the notice in Section A of this Article.

C. In the event of a breach by Licensee of the representation and warranty in Section B of this Article, Licensee agrees to indemnify and hold ESRI, its officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands, or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in any way connected with such breach. Delivery of Deliverables does not constitute a waiver of the rights and obligations set forth in this Article.

ARTICLE 12—TERM AND TERMINATION

A. Term
Unless terminated earlier pursuant to Section B or C of this Article, the term of this Addendum shall expire upon the later to occur of (i) the delivery of the last scheduled Deliverable as specified in the Task Orders executed under this Addendum or (ii) the expiration of a two (2)-year period commencing on the date this Agreement is executed.

B. Termination for Convenience
Licensee may terminate this Addendum or Task Order at any time on thirty (30) days' written notice to ESRI and upon payment to ESRI of all amounts due to date pursuant to this Addendum, including reasonable termination expenses and the value of work in process and materials.

C. Termination for Cause
Either party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Addendum or any Task Order as follows:

i. By ESRI, at its sole discretion and without opportunity to cure, if (a) Licensee fails to pay after ten (10) days' written notice the amounts due to ESRI pursuant to the "Compensation; Invoices" article of this Addendum, (b) ESRI has terminated all or any part of this Agreement under any other of its provisions, or (c) Licensee engages in unauthorized use, reproduction, or disclosure of Deliverables.
ii. By either party for any material breach of this Addendum that is not cured within fifteen (15) days of receipt by the party in default of a notice specifying the breach and requiring its cure.

D. Obligations upon Termination
Upon termination of this Addendum, the parties shall have no further obligations pursuant to its terms, except that Articles 4, 5, 8, 9B, and 10–14 shall survive termination. Unless Licensee has materially breached its obligations under this Agreement, Articles 3 and 9A shall also survive termination.

ARTICLE 13—RESTRICTIONS ON HIRING

Licensee shall not solicit for hire any ESRI employee who is associated with efforts called for under this Agreement during the term of this Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay ESRI liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision.

ARTICLE 14—TAXES

Deliverables provided for under this Agreement are quoted exclusive of all state, local, and other taxes or charges (other than income taxes payable by ESRI). In the event such taxes or charges become applicable to Deliverables, Licensee shall pay any such taxes upon receipt of written notice that they are due.

ARTICLE 15—INDEPENDENT CONTRACTOR

ESRI is, and at all times will be, an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

ARTICLE 16—FORCE MAJEURE

The obligations in this Addendum are subject to the "Force Majeure" article set forth in this Agreement.

ARTICLE 17—COMMERCIAL TERMS AND CONDITIONS

This Addendum contains ESRI's commercial terms and conditions. Licensee's rights in the Deliverables are strictly limited to the uses granted by this Agreement. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Deliverables, such rights shall extend only to the portion(s) affected, and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable.

ARTICLE 18—NOTICE

All notice required by this Agreement shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed telex or facsimile, provided that if sent by facsimile a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by facsimile and the date of its transmittal:

Contractor: _____
_____
_____
Attn.: _____
Tel.: _____
Fax: _____

ESRI: ESRI
380 New York Street
Redlands, CA 92373-8100
Project/Technical Notice—Attn.: _____,
Senior Contract Administrator/Specialist
Tel.: 909-793-2853, extension _____
Fax: 909-307-3034
Legal Notice—Attn.: Contract Manager
Tel.: 909-793-2853, extension 1593
Fax: 909-307-3020
With a copy to _____, Senior Contract Administrator/Specialist

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ATTACHMENT A
SAMPLE TASK ORDER
Contract No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced contract between Environmental Systems Research Institute, Inc. (ESRI), and _____ (Licensee), this Task Order authorizes delivery of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance), Supported Software, and the resources to be provided by Licensee (including Licensee-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]

   In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with ESRI during performance of this Task Order. Without cost to ESRI, Licensee shall provide, allow access to, or assist ESRI in obtaining all data ESRI requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type (FFP or T&M):

3. Total Task Order Value or Not-to-Exceed Value (if time and materials basis):

4. Delivery Schedule or Start/End Date(s) for Each Deliverable:

5. Special Considerations:

6. ESRI Project Manager:
   ESRI Senior Contract Administrator:

ACCEPTED AND AGREED:

_____	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)
(Licensee)	
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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ATTACHMENT B
TIME AND MATERIALS RATE SCHEDULE

EXHIBIT 1
SCOPE OF USE
(E300 1/03)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

	End Users/Developers				Developers		
					Deployment Fees		
ESRI® Software and Data	**Single Use License[1]**	**Concurrent Use License[2]**	**Server License[3]**	**Organization License[4]**	**Standard**	**Internet**	**Redistribution of Components or DLLs**
ArcGIS™ Desktop							
ArcReader™ [21]	✓						
ArcView®	✓[6]	✓[6]					
ArcEditor™	✓[6]	✓[6]					
ArcInfo™		✓[5, 6]					
Extensions	✓[6]	✓[6]					
ArcInfo Workstation Extensions		✓[6]					
ArcGIS Schematics SDK	✓				✓[20]		✓[12]
ArcSDE®							
ArcSDE Server[7]	✓		✓				
ArcSDE for Coverages[19]		✓					
ArcSDE Connections[7]		✓					
ArcIMS®							
ArcIMS[7] and Extensions[6, 16]			✓			✓	
ArcIMS ArcMap™ Server[7]			✓			✓	
RouteMAP™ IMS[7, 16]			✓			✓	
ArcView GIS 3.x	✓						
ArcView	✓						
Extensions	✓						
ArcView Business Analyst[16]	✓						
ArcLogistics™ Route[8, 16]	✓						
PC ARC/INFO®	✓						
Maplex	✓						
MOLE™	✓						
MOLE SDK	✓				✓		✓[12]
Data Automation Kit	✓						
BusinessMAP® [16]	✓						
ArcPad® [9]	✓[10]						
ArcPad StreetMap[9, 22]	✓						
ArcPad Application Builder	✓						
MapObjects®—Windows Edition[11]	✓				✓[17]	✓[17]	✓[12]
MapObjects—Java Standard Edition[18]	✓				✓[17, 18]	✓[17, 18]	✓[12, 18]
MapObjects LT	✓						✓[12, 13]
ArcExplorer™ [21]	✓						

End Users/Developers					Developers		
ESRI Software and Data	Single Use License[1]	Concurrent Use License[2]	Server License[3]	Organization License[4]	Deployment Fees: Standard	Deployment Fees: Internet	Redistribution of Components or DLLs
NetEngine™	✓				✓		✓[12]
NetEngine Internet			✓			✓[14]	
Production Line Tool Set (PLTS)	✓						
Sequence Engine[15]				✓			
StreetEditor™ Objects				✓			
Data Sets[16]	✓						

1 "Single use license" means a license must be dedicated for each computer or network access point that has use rights for the Software, Data, or Documentation. Licensee may make a second copy for Licensee's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one (1) time.

2 "Concurrent use license" means a license that permits execution of the Software on any computer on the network. The number of simultaneous/concurrent users may be controlled by a License Manager to access and use the Software, Data, or Documentation.

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(c) Adding Data (owned by Licensee or others) to ArcLogistics Route Software.

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(b) Sublicensee may not use any ESRI Software, Data, or Documentation, in whole or in part, separate from Licensee's executable application.
(c) Third party dependent or required components are redistributable subject to permission from the owner or author.

13 Developers shall not deploy or allow to be deployed the MOLT20.LIC file or related updates. Redistribution of MapObjects LT components is on a royalty-free basis. Developers must attribute as follows: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."

14 Subject to an annual renewal fee.

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17 The Standard Deployment License is per application. For MapObjects—Windows Edition, Internet or Intranet Deployment requires an ArcIMS Internet Deployment License. For MapObjects—Java Standard Edition, Internet or Intranet Deployment requires a MapObjects—Java Internet Deployment License for each Web server. Unlimited applet downloads (users) are allowed. Except for ArcIMS licenses, one (1) Internet Deployment license is required for each ArcIMS server/CPU that runs Web mapping applications built with MapObjects—Windows Edition.

18 The MapObjects—Java Standard Edition contains four (4) Java Archive (JAR) files that implement ESRI certificated files: (i) "esri_mo10.jar," (ii) esri_mo10res.jar", (iii) "jsde82_sdk.jar", and (iv) "jsde82_sdkres.jar". When distributing over the Internet (e.g., applet), these JARs must be re-signed under two (2) conditions: (i) if there are any custom JARs accompanying distribution or (ii) if developers remove, replace, or add documents and components to these Archive Files ("re-jar"). Any certificate placed on the modified "re-jarred" files cannot reference ESRI as a source of trusted content. In addition to any other rights and restrictions in the Agreement, Licensee may use the MapObjects—Java Standard Edition on a single computer to

(a) Build applet(s) that are used only as an internal component in end user interfaces, and to copy the applet(s) to additional computers (e.g., Web Server) from which Licensee may deploy the applet(s) to end users via download in the course of browsing or interacting with Licensee's Web pages. End user redistribution of the applet(s) is not allowed; and
(b) Build stand-alone Java Applications. Licensee may deploy the Java class ESRI certificated libraries (esri_mo10.jar, esri_mo10res.jar, jsde82_sdk.jar, jsde82_sdkres.jar) as an integral part of Licensee's application(s); and
(c) Distribute pursuant to a written deployment license provided (i) Licensee distributes the applet(s) as an integral part of Licensee's Web pages and distributes the Java class libraries (esri_mo10.jar, esri_mo10res.jar, jsde82_sdk.jar, and jsde82_sdkres.jar) only as an integral part of Licensee's Java applet(s); (ii) Licensee's Web pages or software application(s) is targeted at end users and not as a development tool; (iii) Licensee does not use ESRI's name, logos, or trademark to market Licensee's Web pages or application(s); and (iv) Licensee includes a valid Licensee copyright notice on Licensee's Web pages and software application(s).

19 ArcSDE for Coverages is licensed only in conjunction with concurrent use licenses of ArcView, ArcEditor, ArcInfo, ArcSDE Server, or ArcIMS Software. Licensee may use the ArcSDE for Coverages subject to this Agreement. ArcSDE for Coverages is not licensed separately, but may be distributed separately.

20 The Standard Deployment License is per application. An application upgrade is not a redeployment as long as it uses the same major revision of ArcGIS Schematics SDK.

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22 Data provided with ArcPad StreetMap may be used for mapping, geocoding, and routing purposes but may not be used for dynamic routing purposes. Dynamic routing or "real-time guidance" is predictive routing and is not included in the ArcPad StreetMap functionality. For instance, ArcPad StreetMap may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.

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1

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ESRI MPA TERMS AND CONDITIONS
(State and Local)

ARTICLE 1—DEFINITIONS

As used herein, the following words, phrases, or terms in this Master Purchase Agreement ("Agreement") shall have the following meanings:

"Licensee" means the governmental body that has signed this Agreement or an Authorized Entity that places orders pursuant to this Agreement.
"Authorized Entity" means a political subdivision of the governmental body authorized by the contracting governmental body to order and acquire Software, Data, Documentation, products, or services through this Agreement.

ARTICLE 2—TERM OF AGREEMENT

The Licensee's right to purchase under this Agreement shall remain in effect for two (2) years from the effective date unless terminated earlier as prescribed in Article 5—Termination; Cancellation. At the end of the initial and any succeeding term, the parties may negotiate a new term based on their mutual agreement. The term of any Software or Data licenses ordered through this Agreement shall be as stated in the General License Terms and Conditions. At its sole discretion, Environmental Systems Research Institute, Inc. (ESRI), may elect to not renew the Agreement should total orders for licenses, training, consulting, or custom application development not exceed fifty thousand dollars ($50,000.00) per year or one hundred thousand dollars ($100,000.00) per any two (2)-year period.

ARTICLE 3—PRODUCT OFFERINGS

ESRI may, at its sole discretion, discontinue offering any Software, Data, other product, or service included in this Agreement at any time upon reasonable written notice.

ESRI may, at its sole discretion, offer new Software, services, Data, Documentation, hardware, or larger quantity discount pricing by providing written notice. ESRI may require additional license terms prior to use of new Software or Data. Such notice shall become part of this Agreement upon (i) ordering Software, hardware, or services covered by the notice or (ii) thirty (30) days after Licensee's receipt of notice, whichever is sooner. Licensee may object in writing to the notice prior to the occurrence of items i or ii. Any objections or changes to the notice shall require written agreement of both parties.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in Article 3 and Article 4 of the General License Terms and Conditions (E200) are restricted to use within the United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination
This Agreement may be terminated by either party upon forty-five (45) days' written notice. Should the notice specify termination for cause, the recipient of the notice shall have fifteen (15) days in which to correct or cure any default or defect in performance. On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement. ESRI, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in accordance with this provision without terminating the Agreement with respect to the governmental body or any other Authorized Entity.

5.2 Cancellation
Purchase orders, other than for the initial purchase, may be canceled by the Licensee in whole or in part, upon forty-five (45) days' written notice to ESRI. There will be no cancellation charge for canceled Software unless the Software has been delivered. If the Software has been shipped, the cancellation will require Licensee payment of return shipping costs. Licensee has the right to cancel hardware purchases forty-five (45) days prior to scheduled delivery without cost. After hardware delivery or within forty-five (45) days of scheduled delivery, cancellation of the hardware purchase is subject to a manufacturer cancellation charge not to exceed thirty-five percent (35%) of hardware list price.

5.3 Deficiency Action
Without prejudice to any other right or remedy available to ESRI, ESRI may terminate this Agreement provided Licensee is given fifteen (15) days prior notice to cure deficiency.

a. If Licensee fails to pay any license fees to ESRI in accordance with the requirements of this Agreement; or
b. If Licensee distributes ESRI® Software, Data, and Documentation to any person or entity other than a Licensee; or
c. If Licensee discloses any trade secret technology and other information proprietary to ESRI in breach of this Agreement.

5.4 License Survival
Upon voluntary termination of this Agreement for the convenience of Licensee or expiration of this Agreement, Licensee may continue to retain and use such licensed ESRI Software, Data, and Documentation in accordance with the General License Terms and Conditions; Exhibit 1, Scope of Use; and any other license terms contained herein. Licensee may then directly and separately contract for Software updates, maintenance, and/or technical support service.

ARTICLE 6—NONAPPROPRIATION OF FUNDS; LIMITATION

6.1 Funding
Where the financial obligations of the Licensee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available and the funds are not appropriated or otherwise available, this Agreement may be terminated as set forth in Article 5.

6.2 No Minimum Purchase
Licensee does not guarantee to purchase any certain amount under this Agreement.

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders
Licensee shall issue purchase orders to ESRI for Software, Data, services, or hardware based on the fees specified in this Agreement. The Licensee is requested to confirm hardware pricing and model availability with ESRI prior to placement of a purchase order. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order shall require specific approval by ESRI via a written modification to this Agreement to be binding.

7.2 Purchase Order Requirements
All purchase orders shall reference and be subject to the terms and conditions of this Agreement.

The following information/statements shall also be included in each purchase order.

a. Name or identification of Licensee, place of delivery, and the end user name and contact information
b. Purchase order number
c. Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
d. Primary site for maintenance if primary maintenance is *not* ordered
e. Quantity, description, and unit price
f. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. _____."

ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.

7.3 Additional Quotes
Licensee may request a quote for any new or unlisted Software/services and issue a purchase order under this Agreement, provided ESRI may require additional license terms for use of the new or unlisted Software.

7.4 Authorized Entity
An Authorized Entity may order or acquire Software, Data, Documentation, hardware, services, updates, maintenance, or support under and subject to the terms and conditions of this Agreement.

7.5 Registration/Keycode Request
To activate Software, subject to a License Manager, Licensee may be required to obtain a keycode through ESRI's Web site at myESRI.com or through ESRI's Customer Service Department.

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

Licensee may purchase ESRI Software from an authorized ESRI reseller at the MPA price. The following requirements must be satisfied:

- The quotation for ESRI Software and the selection of the ESRI reseller must comply with all applicable State and local public procurement laws and regulations;
- The ESRI reseller must be a member of the ESRI Business Partner Program in good standing at the time the order is placed with ESRI and be authorized to provide the Software ordered as defined at ESRI Web site http://gis.esri.com/partners/index.html. Select "Resellers" to view the authorized resellers and the Software they are authorized to provide; and
- The purchase order forwarded by the Licensee must list the information requested in Article 7.2, the ESRI reseller name, and the Software MPA pricing.

If all conditions of sale under the MPA are met, ESRI will accept the order and the authorized reseller will receive a sales commission. ESRI will deliver the ESRI Software directly to the Licensee, invoice, and receive payment for any such order. If ESRI does not accept the order, the Licensee may enter into a direct transaction with the ESRI reseller, and the order will not be processed under this MPA.

Upon request, the ESRI regional office will provide the Licensee with a list of authorized ESRI resellers in good standing that do business in the State.

ARTICLE 9—PRICING

The specified prices stated herein are exclusive of shipping, installation, and tax.

9.1 Software, Maintenance, and Support
ESRI will provide the Software, maintenance, and support specified at the prices provided within this Agreement. ESRI will provide technical support and maintenance services as specified by the Support Services policies described under "Support" ("Support Services Brochure") on the ESRI Web site home page at www.esri.com.

9.2 Hardware
Hardware purchases will be accomplished in accordance with procedures in Article 11, Hardware Purchases. ESRI is subject to hardware vendors' price fluctuations; however, ESRI shall provide a firm quote for hardware valid for sixty (60) to ninety (90) days upon written request. Licensee shall confirm delivery dates with ESRI's hardware manager prior to placing orders.

9.3 Custom Software and Application Services
ESRI services are contracted by way of a quote and purchase order process on a time and materials or fixed price basis. Services may only be contracted under this Agreement if this Agreement expressly incorporates the Custom Software, Technical Data, and Assistance License Addendum (E600) including the Time and Materials Rate Schedule (J-8410/BD), both of which provide the applicable terms, staffing, and hourly labor rates for any such work to be performed. Labor rates are subject to annual escalation, not-to-exceed 7.5%. Information and arrangements are available from the Implementation Services program manager at 909-793-2853, extension 1232.

9.4 Training Services
ESRI will provide training services at the prices provided in this Agreement. Training will be provided in accordance with the policies defined under "Education and Training" at www.esri.com and the ESRI Client Site Training Terms and Conditions (E207) incorporated herein. Training prices are subject to annual escalation, not-to-exceed 7.5 percent (7.5%).

ARTICLE 10—TERMS OF COMPENSATION AND ACCEPTANCE

10.1 Terms of Compensation
Software and hardware will be invoiced one-hundred percent (100%) upon shipment.

10.2 Acceptance and Payment
Software and hardware installation and training services, as applicable, will be invoiced upon completion. When ESRI installation is ordered, acceptance occurs upon completion of ESRI Software installation and testing, unless rejected in writing.

Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.

Unless rejected in writing, acceptance of any shipment of ESRI Software, Data, Documentation, and hardware shall be presumed to have occurred fifteen (15) days after shipment by ESRI.

ESRI may reject any purchase order if Licensee fails or refuses to pay any license or service fee due.

ARTICLE 11—HARDWARE PURCHASES

11.1 Hardware Purchase Procedures
ESRI is a value-added hardware reseller. As such, ESRI is restricted from selling hardware to any user who has not licensed ESRI Software. Licensee acknowledges ESRI's representations in this regard.

ESRI shall provide hardware prices by written quotation prior to issue of an order. ESRI will order hardware upon receipt of the Licensee's purchase order.

11.2 ESRI Installation of Workstation and/or Peripheral Equipment
When ordered by Licensee, ESRI will provide a hardware vendor's installation service for applicable hardware ordered under this Agreement in Licensee's designated office within one hundred twenty (120) days (if possible), depending on vendor inventory/delivery schedules. Installation dates may be changed by mutual consent of ESRI and Licensee. This installation shall include the successful interfacing and testing of equipment according to standard procedures associated with each manufactured item of the system.

11.3 Procedures at Site
During the installation period, ESRI shall coordinate with the hardware vendor to guide the Licensee's systems administrator on the installation and administration of the new hardware system as it relates to the operation of ESRI Software and other related Software. As the two parties work together on installation tasks, the systems administrator will be guided through key procedures needed to install and administer ESRI Software and other related software on the equipment.

11.4 Deliverables

- Hardware system as ordered
- Interfaced ESRI Software and hardware, as applicable
- Assistance in familiarization with operation of hardware (ESRI and hardware vendor, as applicable)

11.5 Responsibilities

- Licensee shall designate a person to act as its system administrator. Prior to the start date for installation, Licensee shall, at its own expense, prepare the designated site in accordance with the hardware manufacturer or third party vendor's ("Vendor's") specifications. These preparations shall include installation of appropriate electrical wiring, air conditioning, heating, humidity control, lighting, and space for hardware components.
- ESRI shall coordinate the shipping, insurance, and delivery of the various hardware components including communication with Licensee regarding appropriate logistics.

- Licensee shall provide appropriate insurance coverage for the equipment after delivery.

11.6 Manufacturer's Warranty and Infringement Indemnity
ESRI will pass through any hardware warranty and infringement indemnity from each respective manufacturer directly to the Licensee. Neither ESRI Software and Data nor vendor's hardware is designed for use in fail-safe environments or mission-critical applications such as, but not limited to, running nuclear operations, airport/aircraft control systems, or 911 emergency and life support response systems. Licensee shall hold ESRI and the hardware vendor harmless from any claims for loss, cost, damage, expense, or liability arising out of, or in connection with, the use and performance of Software, Data, hardware, or services in such fail-safe environments or mission-critical applications.

SUCH WARRANTIES AND INDEMNITIES ARE IN LIEU OF AND THIS AGREEMENT EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE HARDWARE IS FAULT-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

ARTICLE 12—GENERAL PROVISIONS

12.1 Notice
Notice required or contemplated by either party must be delivered in person or by courier, express mail, facsimile, or postage-prepaid certified or registered airmail addressed to the party for whom it is intended at the address specified herein. Either party may change its address by giving prompt notice to the other party of the change.

Licensee Contact:	ESRI Contact:
See signature page (E111)	Contracts Manager ESRI 380 New York Street Redlands, CA 92373-8100 Phone: 909-793-2853 Fax: 909-307-3020

12.2 Shipping and Handling

- Standard shipping is by two (2)-day air via UPS or equivalent carrier.
- Expedited express delivery for Software can be arranged.
- It is suggested the shipping and handling charges be confirmed in advance as the ESRI invoicing program will incorporate the current fees automatically. Also, there may be periodic changes due to fluctuations in the transportation industry fees.

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ESRI MPA PRICE LIST
(E405M 4/03)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

General Information and Disclaimers

1. The following software items and related products are offered to Licensee and its qualified agencies for use only within the United States of America, its possessions, and territories.

2. The listed prices are exclusive of shipping, handling and any applicable taxes. Delivery terms are FOB Redlands, California. Shipping and handling will be prepaid and charged back, i.e. included in the invoice as a separate item. If desired, shipping and handling charges can be quoted to the customer prior to the placement of the order. Your ESRI Sales Representative can provide a specific quote including applicable shipping and handling charges.

3. Eligible customers may at any time request a specific quote based on this contract from an ESRI sales representative. When selecting items from this contract without assistance from an ESRI sales representative, be aware of the following general rules:

   (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
   (b) Some products may have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the software, and extension software is only functional in combination with the corresponding core software. If you have questions regarding your configuration and how it relates to your requirement, please contact your ESRI representative for additional information.
   (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.
   (d) Some items are not offered to all potential customers. For example, certain software upgrades are only offered to customers who have acquired the most recent versions of the software and local government licenses are only offered to local government customers.
   (e) For installations exceeding one (1) day on-site, ESRI will add $1,000 per day.
   (f) Client Site Training of two (2) days or less is subject to an additional $500 fee for instructor travel and expenses. Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-site training information at ESRI's Web site (www.esri.com/training/site_training.html) for details.
   (g) ESRI Site Training (i.e. Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site (www.esri.com/training/register.html) for details.

4. Support services are defined at ESRI's Web site (www.esri.com) within the user support section. Particular attention should be paid to the fact that some ESRI software comes with complimentary maintenance for the first year and other software features different support plans.

5. New software releases for ArcInfo, ArcEditor, ArcSDE, ArcGIS Concurrent Use Licenses, ArcIMS, and other software are provided exclusively through maintenance programs. In these cases, software upgrades are not sold separately.

6. Sales of ArcStorm software are limited to existing ArcStorm customers.

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7. Complimentary User Conference Registration for Standard Maintenance.

Standard Maintenance Program	No. of Complimentary Registrations
Primary Maintenance for ArcInfo Floating License	1
Primary Maintenance for ArcInfo Node-Locked License	2
Maintenance for ArcSDE (or SDE 3) Server and Two Processor License	1
Maintenance for First Enterprise SDE Server License	1
Maintenance for First Workgroup SDE Package License	1
Maintenance for First SDE Enterprise or Extension Bundle	1
Maintenance for ArcSDE 3	1
Maintenance for ArcIMS Server/CPU License (limited to 1 per qualifying customer number)	1
Maintenance for First Floating ArcInfo University LAB KIT License	1
Maintenance for First Node-Locked ArcInfo University LAB KIT License	1
Maplex Maintenance	1
ArcView GIS or Standard Maintenance--per 25 License	1
Maintenance for ArcView 8.1 Single Use--per 25 License	1
Maintenance for ArcView 8.1 Concurrent Use--per 15 License	1
Maintenance for ArcEditor--per 10 License	1

MPA Price List
E405M 4/2/2003

Section	Description	Price
1.1	**ArcGIS Concurrent Use Licenses**	
	ArcInfo 8.x Concurrent Use License	$8,100
	ArcInfo 8.x Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	$3,000
	ArcInfo 8.x Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	$1,200
	ArcEditor Concurrent Use License	$6,300
	ArcView 8.x Concurrent Use License	$2,800
	ArcGIS Spatial Analyst Concurrent Use License	$2,000
	ArcGIS 3D Analyst Concurrent Use License	$2,000
	ArcGIS Geostatistical Analyst Concurrent Use License	$2,000
	ArcPress for ArcGIS Concurrent Use License	$1,120
	ArcGIS StreetMap USA Concurrent Use License (U.S. data)	$400
	MrSID Encoder for ArcGIS Concurrent Use License	$1,200
	ArcGIS Publisher Concurrent Use License	$2,000
	ArcGIS Survey Analyst Concurrent Use License	$2,000
	ArcGIS Tracking Analyst Concurrent Use License	$2,000
	ArcGIS ArcScan Concurrent Use License	$2,000
	ArcGIS Schematics Concurrent Use License	$2,800
	Primary Maintenance for ArcView 8.x Concurrent Use License	$700
	Secondary Maintenance for ArcView 8.x Concurrent Use License	$500
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	$200
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	$500
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	$200
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	$200
	Maintenance for ArcPress for ArcGIS Concurrent Use License	$200
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	$200
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	$200
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	$200
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	$500
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	$200
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	$700
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	$350
	Primary Maintenance for ArcEditor Concurrent Use License	$1,500
	Secondary Maintenance for ArcEditor Concurrent Use License	$1,200
1.2	**ArcGIS Single Use Licenses**	
	ArcEditor Single Use License	$6,300
	ArcView 8.x Single Use License	$1,200
	ArcGIS Spatial Analyst Single Use License	$2,000
	ArcGIS 3D Analyst Single Use License	$2,000
	ArcGIS Geostatistical Analyst Single Use License	$2,000
	ArcPress for ArcGIS Single Use License	$240

Section	Description	Price
1.2	ArcGIS StreetMap USA Single Use License (U.S. data)	$400
	MrSID Encoder for ArcGIS Single Use License	$1,200
	ArcGIS Publisher Single Use License	$2,000
	ArcGIS Survey Analyst Single Use License	$2,000
	ArcGIS Tracking Analyst Single Use License	$2,000
	ArcGIS ArcScan Single Use License	$2,000
	ArcGIS Schematics Single Use License	$2,800
	Primary Maintenance for ArcView 8.x Single Use License (without extensions)	$400
	Secondary Maintenance for ArcView 8.x Single Use License (without extensions)	$200
	Primary Maintenance for ArcView 8.x Single Use License with Extensions	$1,000
	Secondary Maintenance for ArcView 8.x Single Use License with Extensions	$800
	Primary Maintenance for ArcEditor Single Use (without extensions)	$1,500
	Secondary Maintenance for ArcEditor Single Use (without extensions)	$1,200
	Primary Maintenance for ArcEditor Single Use with Extensions	$2,100
	Secondary Maintenance for ArcEditor Single Use with Extensions	$1,800
1.3	**ArcGIS Upgrades**	
	ArcView 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Single Use License (without extensions)	$600
	ArcView 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Single Use License (with one or more extensions)	$1,200
	ArcView 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Concurrent Use License (without extensions)	$2,080
	ArcView 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Concurrent Use License (with one or more extensions)	$3,200
	ArcView 2.x or 3.x for UNIX Upgrade to ArcView 8.x Single Use License-Windows (without extensions)	$600
	ArcView 2.x or 3.x for UNIX Upgrade to ArcView 8.x Single Use License-Windows (with one or more extensions)	$1,200
	ArcView 2.x or 3.x for UNIX Upgrade to ArcView 8.x Concurrent Use License (without extensions)	$600
	ArcView 2.x or 3.x for UNIX Upgrade to ArcView 8.x Concurrent Use License (with one or more extensions)	$1,200
	ArcView 8.x Single Use License Upgrade to ArcView 8.x Concurrent Use License	$1,600
	ArcView 8.x Single Use License Upgrade to ArcGIS 8.3 Single Use License (without extensions)	$600
	ArcView 8.x Single Use License Upgrade to ArcGIS 8.3 Single Use License with Extensions	$1,200
	MrSID for ArcGIS 8.1.x Upgrade to MrSID for ArcGIS 8.2 Single Use License	$400
1.4	**ArcInfo 7.x or 8.0.x Software—UNIX/Windows NT**	
	ArcInfo 7.x or 8.0.x Extension (each) Floating License (ArcNetwork, ArcCOGO, ArcTIN, ArcGrid, or ArcScan)	$2,000
	ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	$500
	ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	$200
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	$1,100
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2–10, 12–20...)	$440

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Section	Description	Price
1.4	**Other ArcInfo 7.x or 8.0.x Licenses—UNIX/Windows NT**	
	ArcStorm First License (3 seats) Annual Maintenance	$500
	ArcStorm Additional License (each additional seat) Annual Maintenance	$100
	ArcPress for ArcInfo Floating Seat License	$1,400
	ArcPress for ArcInfo Floating Seat License Annual Maintenance	$200
2	**ArcView 3.x and Extensions**	
2.1(a)	**UNIX**	
	ArcView 3.x for UNIX Single Use License Qty. 1-5	$1,756
	ArcView 3.x for UNIX Single Use License Qty. 6-25 (each)	$1,581
	ArcView 3.x for UNIX Single Use License Qty. 26+ (each)	$1,405
	ArcView 3.x for UNIX License Primary Maintenance	$700
	ArcView 3.x for UNIX License Secondary Maintenance	$500
	Upgrade for ArcView 3.2 for UNIX License to ArcView 3.3	$99
	Upgrade for ArcView 3.1 for UNIX License to ArcView 3.3	$495
	Upgrade for ArcView 3 for UNIX License to ArcView 3.3	$495
	Upgrade for ArcView 2.x for UNIX License to ArcView 3.3	$495
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	$500
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,246
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,121
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$1,871
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	$500
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	$200
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,246
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,121
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$1,871
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	$500
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	$200
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,696
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,546
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$2,246
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	$500
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	$200
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,696
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,546
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$2,246
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	$500
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	$200
2.1(b)	**Windows/Windows NT**	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	$884
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	$800
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	$765
	Primary Maintenance ArcView 3.x for Windows/Windows NT License (without extensions)	$400
	Secondary Maintenance ArcView 3.x for Windows/Windows NT License (without extensions)	$200
	Primary Maintenance ArcView 3.x for Windows/Windows NT License (with extensions)	$1,000
	Secondary Maintenance ArcView 3.x for Windows/Windows NT License (with extensions)	$800
	Upgrade for ArcView 3.2 for Windows License to ArcView 3.3	$99
	Upgrade for ArcView 3.1 for Windows License to ArcView 3.3	$395

Section	Description	Price
2.1(b)	Upgrade for ArcView 3.0 for Windows License to ArcView 3.3	$395
	Upgrade for ArcView 2.x for Windows License to ArcView 3.3	$395
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	$1,346
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	$1,271
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	$1,121
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	$1,346
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	$1,271
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	$1,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	$2,246
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	$2,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$1,871
	Upgrade ArcView Spatial Analyst 1.x to 2 for Windows/Windows NT	$695
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	$2,246
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	$2,121
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$1,871
	ArcView Image Analysis Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	$2,246
	ArcView Image Analysis Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	$2,121
	ArcView Image Analysis Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$1,871
	ArcView Image Analysis Extension for Windows/Windows NT License Primary Maintenance	$500
	ArcView Image Analysis Extension for Windows/Windows NT License Secondary Maintenance	$200
	Upgrade ArcView Image Analysis 1 to 1.1	$199
2.2	**ArcView StreetMap and StreetMap 2000**	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	$495
	Upgrade ArcView StreetMap 1 to 1.1 for Windows/Windows NT (U.S. data)	$250
	ArcView StreetMap 2000 (U.S. data)	$8,995
	ArcView StreetMap 2000 Annual Upgrade Subscription (U.S. data)	$4,998
	Upgrade ArcView StreetMap 2000 1 to 1.1 (U.S. data)	$5,500
2.3	**ArcView Business Analyst (U.S. data)**	
	ArcView Business Analyst License (U.S. data)	$9,595
	ArcView Business Analyst Extension Pack License (U.S. data)	$7,435
	ArcView Business Analyst Local Government License (U.S. data)	$7,995
	ArcView Business Analyst Extension Pack Local Government License (U.S. data)	$6,995
	Upgrade from ArcView Business Analyst 1.x to 2 (per License/Seat) (U.S. data)	$5,000
	Upgrade from ArcView Business Analyst 1.x to 2 Extension Pack per License (U.S. data)	$4,000
	ArcView Business Analyst Extension Primary Maintenance (per License/Seat) (U.S. data)	$4,000
	ArcView Business Analyst Extension Secondary Maintenance (per License/Seat) (U.S. data)	$2,500
	ArcView Business Analyst Extension Pack Primary Maintenance (per License/Seat) (U.S. data)	$3,000

Section	Description	Price
2.3	ArcView Business Analyst Extension Pack Secondary Maintenance (per License/Seat) (U.S. data)	$2,500
	ArcView Business Analyst Local Government Primary Maintenance (per License/Seat)	$4,000
	ArcView Business Analyst Local Government Secondary Maintenance (per License/Seat)	$2,500
	ArcView Business Analyst Local Government Extension Pack Primary Maintenance (per License/Seat)	$3,000
	ArcView Business Analyst Local Government Extension Pack Secondary Maintenance (per License/Seat)	$2,500
2.4	**ArcPress for ArcView**	
	ArcPress for ArcView UNIX License	$295
	ArcPress for ArcView Windows/Windows NT License	$295
3	**MapObjects**	
	MapObjects--Windows Edition Developer's Kit (includes MapObjects--Windows Edition and 50 Deployments)	$4,000
	MapObjects--Java Standard Edition Developer Kit (includes MapObjects--Java Standard Edition and 50 Deployments)	$4,000
	Additional MapObjects--Windows Edition Developer License	$800
	Additional MapObjects--Java Standard Edition Developer License	$800
	25-Pak Additional MapObjects--Windows Edition Deployments	$2,000
	25-Pak Additional MapObjects-Java Standard Edition Deployments	$2,000
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	$1,000
	MapObjects--Windows Limited Deployment Site License Kit	$16,000
	MapObjects--Java Limited Deployment Site License Kit	$16,000
	MapObjects--Windows Edition Developer's Kit Maintenance	$1,000
	MapObjects--Java Standard Edition Developer's Kit Maintenance	$2,000
	Additional MapObjects--Windows Edition Developer License Maintenance	$200
	Additional MapObjects--Java Standard Edition Developer Licenses Maintenance	$200
	MapObjects--Windows Limited Deployment Site License Kit Maintenance	$3,000
	MapObjects--Java Limited Deployment Site License Kit Maintenance	$4,000
	MapObjects--Java Standard Edition Internet Developer's Kit (Three Developer Licenses and Internet Deployment License for One Web Server)	$6,000
	MapObjects--Java Standard Edition Internet Deployment License for One Additional Web Server	$4,000
	Additional MapObjects--Java Standard Edition Developer License	$800
	MapObjects--Java Standard Edition Internet Developer's Kit (Three Developer Licenses and Internet Deployment License for One Web Server Maintenance)	$1,500
	MapObjects--Java Standard Edition Internet Deployment License for One Additional Web Server Maintenance	$1,000
	Additional MapObjects--Java Standard Edition Developer Maintenance	$200
	Upgrade MapObjects--Windows Edition 1.x to MapObjects 2.2 Development License	$1,000
	Upgrade MapObjects--Windows Edition 2 to MapObjects--Windows Edition 2.2 Development License	$700
	Upgrade MapObjects--Windows Edition 2.1 to MapObjects Windows--Editions 2.2 Development	$250
	MapObjects LT 2 License	$1,000
	MapObjects--Windows Edition StreetMap Developer's Kit (1 Development License and 50 Deployment Licenses)	$595

Section	Description	Price
3	Additional MapObjects--Windows Edition StreetMap Deployment License 25 Pak	$50
	Additional MapObjects--Windows Edition StreetMap Development License	$495
4	**ArcSDE**	
4.1	ArcSDE Installation Kit	$400
4.2	**ArcSDE 8 Server and Processor License**	
	ArcSDE 8 Server and two Processors (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses)	$9,500
	ArcSDE 8 License for One Additional Processor	$2,500
	ArcSDE 8 Read and Write Server Connection License	$1,000
	ArcSDE 8 Read-Only Server Connection License	$500
	Primary Maintenance for ArcSDE or SDE, 1 Server, 5 Connects	$3,600
	Secondary Maintenance for ArcSDE or SDE, 1 Server, 5 Connects	$1,500
	Maintenance for ArcSDE 8 or SDE 3 Server License with Two CPUs	$3,000
	Maintenance for ArcSDE 8 or SDE 3 Additional Processor License	$500
	Maintenance for ArcSDE 8/SDE 3 Read and Write Server Connection License	$150
	Maintenance for ArcSDE 8/SDE 3 Read-Only Server Connection License	$150
	ArcSDE 8.3 Single Use License Per Notebook Computer	$1,000
	Maintenance for ArcSDE 8.3 Single Use License Per Notebook Computer	$200
5	**ArcIMS**	
5.1	ArcIMS Standard Edition Server/CPU License	$6,300
	ArcIMS Standard Edition Additional CPU License	$4,225
	ArcIMS Additional Development License (each)	$1,000
	ArcIMS Standard Edition Server/CPU Annual Maintenance	$1,500
	ArcIMS Standard Edition Additional CPU Annual Maintenance	$1,000
	ArcIMS Additional Development License Annual Maintenance Fee (each)	$200
	ArcIMS Small Local Government Edition Server/CPU License-Includes ArcIMS and ArcSDE Intranet Deployment License for One Server and First CPU and ArcIMS Software-Limited to 10 Named Users	$5,000
	Maintenance for ArcIMS Small Local Government Edition Server/CPU License	$1,500
	Upgrade of Small Local Government License to ArcIMS Standard Edition License	$2,500
5.2	**ArcIMS Route Server**	
	ArcIMS Route Server License for One Server/CPU	$3,000
	Annual Maintenance for ArcIMS Route Server License for One Server/CPU	$600
	ArcIMS Route Server Additional CPU License	$1,500
	Annual Maintenance for ArcIMS Route Server Additional CPU License	$300
	Data Pack--Tele Atlas MultiNet USA License for One Server/CPU	$10,000
	Annual Update Data Pack--Tele Atlas MultiNet USA License for one Server/CPU	$5,000
	Data Pack--Tele Atlas MultiNet USA Additional CPU License	$5,000
	Annual Update--Data Pack-Tele Atlas MultiNet USA Additional CPU License	$2,500
	Data Pack--GDT USA Data Pack License for up to 5,000,000 Transactions	$10,000
	Data Pack--GDT USA Data Pack License for up to 20,000,000 Transactions	$25,000
	Data Pack--GDT USA Data Pack License for up to 60,000,000 Transactions	$75,000
6	**Desktop Mapping Software**	
6.1	**PC ARC/INFO**	
	PC ARC/INFO Single Use License	$2,396
	PC ARC/INFO 4.0 Upgrade per License	$295
	PC ARC/INFO Single Use License Maintenance	$845

Section	Description	Price
7	**Business Applications Software**	
7.1	**ArcLogistics Route**	
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data)	$9,600
	ArcLogistics Route Annual Maintenance (U.S. data)	$2,000
	ArcLogistics Route Additional Service Area (U.S. data)	$2,000
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	$1,000
	ArcLogistics Route No Data License	$8,000
	ArcLogistics Route No Data License Annual	$1,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak	$24,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak Annual Maintenance	$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak	$80,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak Annual Maintenance	$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak	$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak Annual Maintenance	$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak	$60,000
	ArcLogistics Route No Data License for Citrix 25-Pak Annual Maintenance	$15,000
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government	$6,000
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	$1,600
	ArcLogistics Route No Data License for Local Government	$5,000
	ArcLogistics Route No Data License for Local Government Annual Maintenance	$1,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government	$18,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government Annual Maintenance	$3,600
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government	$24,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government Maintenance	$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak for Local Government	$80,000
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pak for Local Government Annual Maintenance	$20,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government	$15,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government Annual Maintenance	$3,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government	$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government Annual Maintenance	$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government	$60,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government Annual Maintenance	$15,000
7.2	**BusinessMAP 3**	
	BusinessMAP 3	$349
7.3	**RouteMAP IMS**	
	RouteMAP IMS Server/CPU License	$3,000
	RouteMAP IMS Additional CPU License	$500
	RouteMAP IMS Maintenance Server/CPU License	$1,000
	RouteMAP IMS Maintenance for Additional CPU	$500
	RouteMAP IMS Data Pack USA Server/CPU License	$3,000
	RouteMAP IMS Data Pack USA Additional CPU License	$500
	RouteMAP IMS Data Pack USA Maintenance Server/CPU License	$1,000

Section	Description	Price
7.3	RouteMAP IMS Data Pack USA Maintenance for Additional CPU License	$500
	RouteMAP IMS Data Pack CANADA Server/CPU License	$6,600
	RouteMAP IMS Data Pack CANADA Additional CPU License	$2,000
	RouteMAP IMS Data Pack CANADA Maintenance Server/CPU License	$4,000
	RouteMAP IMS Data Pack CANADA Maintenance for Additional CPU License	$1,500
8	**Other Software**	
8.1	**NetEngine**	
	NetEngine Standard Developer's Kit (incl. 1 Developer Seat and 10 Deployment Licenses)	$10,000
	NetEngine Internet Developer's Kit (incl. 1 Developer Seat and 1 Network Server)	$6,000
	Additional Developer Seat	$2,000
	Additional Network Server Deployment License (12 Months, 1 Server)	$4,000
	NetEngine 10-Pak Deployment License	$8,000
	NetEngine Annual Renewal (Internet Developer's Kit or Deployment License)	$1,000
	NetEngine Standard Developer's Kit Upgrade 1.x to 1.2	$1,500
	NetEngine Internet Developer's Kit Upgrade 1.x to 1.2	$1,000
	NetEngine Internet/Standard Developer Kit Annual Software Maintenance	$2,000
	Additional Developer Seat Annual Software Maintenance (each)	$500
8.2	**Maplex**	
	Maplex First Single Use License	$15,000
	Maplex Second Single Use License	$14,000
	Maplex Third Single Use License	$11,500
	Maplex Single Use License Annual Primary Maintenance	$3,750
	Maplex Single Use License Annual Secondary Maintenance	$1,500
8.3	**Reserved**	
8.4	**Production Line Tool Set**	
	Production Line Tool Set Defense Solution	$11,495
	Annual Maintenance Production Line Tool Set Defense Solution	$2,874
	Production Line Tool Set Mapping Agency Solution	$5,276
	Annual Maintenance Production Line Tool Set Mapping Agency Solution	$1,499
8.5	**GIS Data ReViewer**	
	Production Line Tool Set Solutions GIS Data ReViewer	$1,675
	Annual Maintenance Production Line Tool Set Solution GIS Data ReViewer	$385
8.6	**Job Tracking Extension (JTX)**	
	Job Tracking Extension (JTX) Concurrent Use License	$2,500
	Primary Maintenance Job Tracking Extension (JTX) Concurrent Use License	$500
	Secondary Maintenance Job Tracking Extension (JTX) Concurrent Use License	$200
8.7	**ArcPad**	
	ArcPad Single Use License	$396
	ArcPad Single Use License Support	$295
	ArcPad Application Builder Single Use License	$1,200
	ArcPad Application Builder Primary Maintenance	$500
	ArcPad Application Builder Secondary Maintenance	$300
	ArcPad 5.x to ArcPad 6 Upgrade	$150
	ArcPad StreetMap with Tele Atlas MultiNet Data (1 year maintenance included)	$236
	Annual Maintenance for ArcPad StreetMap with Tele Atlas MultiNet Data	$195
	ArcPad StreetMap with GDT Dynamap Transportation Data	$236
	Annual Maintenance for ArcPad StreetMap with GDT Dynamap Transportation Data	$195

Section	Description	Price
8.8	**ArcWeb USA Subscription**	
	ArcWeb USA Subscription (Block of 100,000 Transactions)	$1,250
9	**Software Media Kits and Hardware Keys**	
	Additional Install Kit for ArcInfo	$400
	Additional Windows/Windows NT Hardware Key	$50
10	**Reserved**	
11	**Reserved**	
12	**Software Support and Services**	
12.1	**ASAP Technical Support**	
	ArcView Network Analyst or ArcView Tracking Analyst for Windows ASAP Support	$349
	PC ARC/INFO ASAP Support	$595
	ArcView 3D Analyst for Windows or ArcView Spatial Analyst/ArcView Image Analysis for Windows ASAP Support	$349
	ArcView 3D Analyst for UNIX or ArcView Spatial Analyst for UNIX ASAP Support	$349
	ArcView Network Analyst for UNIX or ArcView Tracking Analyst for UNIX ASAP Support	$349
	ArcView 3.x for UNIX ASAP Support	$549
	ArcView 3.x for Windows or Macintosh ASAP Support	$349
12.2	**Developer Support Program**	
	IMS Developers Priority Support	$1,495
	IMS Developers Pay-As-You-Go Support (per incident)	$150
	MapObjects LT Developers Priority Support	$395
	MapObjects LT Pay-As-You-Go Support (per incident)	$60
	MapObjects IMS Developers Priority Support	$1,495
	MapObjects IMS Pay-As-You-Go Support (per incident)	$150
	ArcInfo Workstation Developers Priority Support	$2,000
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	$175
	ArcGIS Desktop Developers Priority Support	$2,000
	ArcGIS Desktop Developers Pay-As-You-Go Support	$175
	ArcView 3.x, Avenue, Grid I/O Desktop Developers Priority Support	$795
	ArcView 3.x, Avenue, Grid I/O Desktop Developers Pay-As-You-Go Support (per incident)	$80
	Cross Product Plan Developers Priority Support	$1,995
	Premium Support Services at an Hourly Rate--36 Hours	$7,500
12.3	**Reserved**	
12.4	**Installation Services and Training**	
	Single Workstation Installation of ArcInfo and Extensions in USA	$2,500
	Multiple (up to 5) Workstation Installations of ArcInfo and Extensions at One Site in the USA	$3,500
	ArcIMS Implementation--Service for the ArcIMS Standard Edition Server/CPU License. Consists of up to 20 hours of travel and on-site support, over 2 days.	$3,500
	Standard Training per Person per Day at ESRI USA Training Centers	$400
	Standard Training per Instructor per Day at Client Site in USA	$3,050
	Nonstandard Training per Person per Day at ESRI USA Training Centers	$450
	Nonstandard Training Course at Client Site in USA	$3,520
	Standard Workshops per Person per Day at ESRI USA Training Center	$300
	Standard Workshops at Client Site in USA	$2,290

Section	Description	Price
12.5	**Virtual Campus**	
	ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 1-4 Seats (each)	$100
	ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 5-9 Seats (each)	$95
	ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 10+ Seats (each)	$90
	ESRI Virtual Campus Subscription Pricing Education Subscriptions (for all Virtual Campus courses)	
	Annual Premium Subscription 25 Seats	$2,250
	Annual Premium Subscription 50 Seats	$4,250
	Annual Premium Subscription 100 Seats	$7,000
	Annual Premium Subscription 500 Seats	$30,000
	Annual Premium Subscription 1,000 Seats	$50,000
	Annual Standard Subscription 25 Seats	$2,125
	Annual Standard Subscription 50 Seats	$4,000
	Annual Standard Subscription 100 Seats	$6,000
	Annual Standard Subscription 500 Seats	$25,000
	Annual Standard Subscription 1,000 Seats	$40,000

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ESRI CLIENT SITE TRAINING TERMS AND CONDITIONS

Whereas, the CLIENT wishes to arrange for training of its employees, the following terms shall be followed as applicable.

I—SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein.

Course Description: The ESRI® Software training course(s) to be conducted, the location, the dates during which the courses are to be conducted, the number of participants, and the prices to be paid to ESRI are as set forth in the ESRI Course Catalog or at ESRI's training Web site, which is incorporated by this reference. All courses shall be conducted in substantial conformity with the most current ESRI training course brochure(s). ESRI reserves the right to modify course content when necessary due to Software technical abilities or limitations.

ESRI's Responsibility: ESRI shall provide an instructor qualified to conduct the course(s), as well as all necessary training materials sufficient for the number of registered participants.

ESRI's scheduling coordinator, through whom all course(s), dates, and locations shall be confirmed, can be contacted at 909-793-2853, extension 1523.

CLIENT's Responsibility: Where courses are to be conducted at CLIENT's facilities, CLIENT shall provide physical training facilities that meet the following minimum requirements:

- CLIENT shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's scheduling coordinator). The facility shall have appropriate climate control, lighting, and sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.
- CLIENT shall supply all computer hardware for the training course. Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the required Software. There shall be a minimum of one (1) color monitor for every participant. Other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, shall be Class 1 supported.
- CLIENT shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board.
- CLIENT shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
- CLIENT agrees that all participants shall be regular employees of CLIENT who meet the prerequisites set forth in the ESRI training brochure(s).
- CLIENT shall issue a purchase order and pay invoices pursuant to the terms set forth in Section III below.
- CLIENT shall complete and submit an ESRI Client Site Request form not less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement.

II—SOFTWARE LICENSES

The terms of the ESRI license agreement shall be applicable to all CLIENT course participants and for all Software and documentation licensed for use in any training course to be conducted. For on-site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. CLIENT shall deinstall the temporary Software licenses at the conclusion of the training course.

III—PERFORMANCE AND PAYMENT

Upon completion of each training course, ESRI shall invoice CLIENT and CLIENT shall pay said invoice within thirty (30) days of receipt thereof.

IV—EXPORT CONTROL REGULATIONS

ESRI's technology is subject to U.S. export control laws and regulations—ESRI's Software, data, documentation, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.

ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.