CITY OF CHICAGO
DEPARTMENT OF PURCHASES
CONTRACTS AND SUPPLIES
ROOM 403, CITY HALL, 121 NO. LA SALLE ST.

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT(S)

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with_**Environmental Systems Research Inc.** (ESRI - vendor # 1059087) for the product and/or services described herein.
                                          Name of Person or Firm
This is a request for:_____(One-Time Contract per Requisition #_____(copy attached) or __**X**__ **Term Agreement** or **Delegate Agency** (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the
(Attach List)   (Program Name)
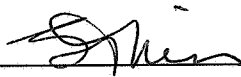
COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT
Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #_____   Company or Agency Name:
Specification #_____   Contract or Program Description:
Mod #_____   (Attach List, if multiple)

Judy Mims	x2-1817		BIS	4/5/05
Original Name	**Telephone**	**Signature**	**Department**	**Date**

Indicate SEE ATTACHED in each box below if additional space needed:

(X) PROCUREMENT HISTORY
The City of Chicago standardized its Geographical Information Systems (GIS) along the leading technical standard provided by ESRI in 2000. Since then, a term agreement allowed GIS users from all 50 departments to purchase the "ARC" suite of software as needed.

ESRI continues to serve as the GIS platform throughout the City of Chicago. This new Master Purchasing Agreement provides a fresh software licensing list and will allow development to continue without loss of support. The scope of the agreement includes a pricing schedule for off-the-shelf software, technical customer support, online training credit pricing, and software support.

(X) ESTIMATED COST
Renewal of existing City of Chicago software licenses in 2005 are expected to be $175,000. Several departments have plans to purchase additional server-side software this year. Our overall purchases of desktop level software is trending down. The expenditure history is listed below.

Year	Software	Software Maintenance	Training
2000	165,500.47	40,690.00	58,970.00
2001	180,221.56	79,450.34	142,500.00
2002	243,903.00	118,835.00	88,945.00
2003	145,950.00	119,697.23	39,885.00
2004	66,000.00	142,763.00	35,000.00

Funding: 05-100-06-2005-0149-0149

(X) SCHEDULED REQUIREMENTS

ESRI's current contract expires on June 30, 2005. This new contract is a three year agreement through June 30, 2008.

(X) **EXCLUSIVE OR UNIQUE CAPABILITY**

The ArcGIS suite of products by ESRI is proprietary software. This software is standard in the city, and is the market-share leader in the GIS industry.

(X) **OTHER**

APPROVED BY:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿　　　＿＿＿4/5/05＿＿＿＿＿＿＿＿　　　＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿
　　　　　　　　Department Head　　　　　　　　　　　**Date**　　　　　　　**Board Chairperson**　　　　　　**Date**
　　　　　　　　Or Designee

INFORMATION TECHNOLOGY STRATEGY COMMITTEE
COMPUTER EXPENDITURES/SERVICES REVIEW FORM

Department requests for hardware/software and consulting services must be submitted to the Commissioner of Business and Information Services for review and approval prior to procurement of goods and/or services.

BIS

Department Name

Mapping Services

Program Name

| 0 4 | / | 0 5 | / | 0 5 |

Date request was initiated

Justification: Describe in detail; where products should shipped, PC imaging (if any), and why products or services needed.

Sole Source Request for
Environmental Systems Research, Inc.
380 New York St.
Redlands, CA
92373-8100

Requests will not be processed without valid funding strip.

FY	FUND	DEPT	ORGN	APPR	OBJT	ACTV	RPTG (Grants Only)	PROJECT # (Enotes Only)
05	100	06	2005	0149	0149	0020	0000	000000000

Funding Strip

S. Mims

Originator's Name (Please Print)

Contract Coordinator

Originator's Job Title

| X 2 - 1 8 1 7 |

Originator's Phone Number

_____

ITSC Signature

APPROVALS

_____

Department Head Signature (No Substitutes)

| 0 4 | / | 0 6 | / | 2 0 0 5 |

ITS Committee Approval/Disapprove Date

(Assigned By BIS)

_____

Commissioner of BIS Signature

| | | | | |

ITS Committee #

| | | | | | | | | | | | |

PG# For Order

0917479704

MASTER PURCHASE AGREEMENT
Contract No. 2004MPA4029

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, E111 11/04
2. General License Terms and Conditions, Version E200 11/04
3. ESRI Exhibit 1, Scope of Use, Version E300 3/05
4. ESRI MPA Terms and Conditions, Version E500 11/045.   Addendum to License Agreement, ESRI Developer Network Terms and Conditions, E211M 2/05C, including Attachment 1, ArcWeb Service(s) Terms and Conditions for the EDN Subscription, Third Party Data Sets—License Limitations
6. ESRI MPA Price List, Version E405M 11/047.   Software Support, Technical Data, and Assistance License Addendum, Version E600 5/04, including Attachment A—Sample Task Order and Attachment B—Time and Materials Rate Schedule (J-8410)
8. ESRI Client Site Training Terms and Conditions, E207 11/04

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.

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

CITY OF CHICAGO
(Licensee)

By: _____
    Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(ESRI)

By: _____
    Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Licensee Contact Information

Contact: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

E-mail: _____

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10.10 Equitable Relief—Licensee agrees that any breach of this License Agreement by Licensee may 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 seek 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, ItsTerritories, and Outlying Areas*—This License 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 dispute arising out of or relating to this License 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 License 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*—Except as provided in Article 10.10 above, all disputes arising in connection with this License 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 License 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.

EXHIBIT 1
SCOPE OF USE
(E300 3/05B)

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

The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

Desktop Software

- ArcGIS Desktop
  - ArcReader (1 and 18)
  - ArcView (1, 2, 6, and 14)
  - ArcEditor (1, 2, 6, and 14)
  - ArcInfo (2, 6, and 14)
  - ArcInfo Workstation Extensions (2 and 6)
  - ArcGIS Desktop Extensions (1, 2, and 6)

- Production Line Tool Set for ArcGIS (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1)
- ArcView GIS 3.x
  - ArcView and Extensions (1)

- ArcPad (1, 9, and 10)
- ArcPad StreetMap (1, 9, and 19)
- ArcLogistics Route (1 and 8)
- BusinessMAP (1)
- Maplex (1)
- MOLE (1)
- ArcExplorer (1 and 18)
- Data Sets (1)

Server Software

- ArcGIS Server
  - ArcGIS Server Base License (3, 5, 7, 22, and 23)
  - Extensions (1, 3, 6, 7, 22, and 23)

- ArcSDE
  - ArcSDE Application and Connection Server (3, 5, 7, 17, 22, and 23)
  - ArcSDE for Coverages (3, 5, 7, 17, 22, and 23)
  - ArcSDE Client Access (2, 17, 22, and 23)
  - ArcSDE CAD Client (2, 17, 22, and 23)

- ArcIMS
  - ArcIMS and Extensions (3, 5, 6, 7, 12, 22, and 23)
  - Extensions (1, 3, 6, 7, 22, and 23)

- Tracking Server (7, 22, and 23)

Developer Software

- ArcGIS Schematics SDK (1, 4, 12, and 15)
- ArcGIS Engine
  - ArcGIS Engine Developer Kit (1 and 21)
  - ArcGIS Engine Runtime (1 and 21)
  - Extensions (1, 4, 6, 12, and 21)

- MOLE SDK (1, 4, and 12)
- ArcPad Application Builder (1)
- MapObjects—Windows Edition (1, 4, 11, 12, and 15)
- MapObjects—Java Edition (1, 3, 4, 5, 7, 12, 15, 16, 22, and 23)
- MapObjects LT (1, 4, 11, and 12)
- NetEngine (1, 5, and 12)
- NetEngine Internet (3, 5, and 13)
- Geocoding Development Kit (1)

ESRI Business Information Systems Software, Data, and Documentation

- ArcGIS Business Analyst (1, 2, and 20)
- ArcView Business Analyst (1 and 20)
- Demographic Data (1 and 20)
  - CommunityInfo
  - Retail Marketplace
  - Consumer Expenditure

- Community Tapestry Data (1 and 20)
- Third Party Data (1 and 20)
- Community Coder (1 and 20)
- Sourcebook America (included with ArcReader) (1, 18, and 20)
- Portfolio
  - Allocate (1 and 20)
  - Solocast (1 and 20)

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 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.

3. "Server license" means a license for (server-side) Software that (i) resides on a server computer and provides services to multiple users and/or client computers in a distributed computing environment, or (ii) resides on an individual desktop computer and provides services to that computer in conjunction with ArcGIS Desktop or other Server Software. For example, an ArcSDE direct connection with an ArcGIS Desktop application, or an ArcSDE direct connection with ArcIMS or ArcGIS Server is a server license.

4. A "Stand-alone Deployment license " grants the right to Licensee to redistribute a stand-alone application to end users, provided the application is installed on each computer on which the application is run. The Stand-alone Deployment license requires payment of redistribution or deployment fees, except for MapObjects LT.

5. A "Server Deployment license" grants the right to Licensee to redistribute an application via a network, the Internet, or Intranet to end users of the application (also known as an "Internet Redistribution license"). The Server Deployment license does not require payment of additional deployment or redistribution fees, except for MapObjects—Java Edition.

6. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs. For example, if Licensee orders Concurrent Use ArcInfo, then any associated extension is also licensed for concurrent use or if Licensee orders an ArcGIS Server extension, that extension is also licensed for use on a server.

7. The ArcGIS Server, ArcIMS, ArcSDE, MapObjects—Java Edition, and Tracking Server (collectively "Server Software") licenses are licensed per Server/CPU. Each Server Software license may be installed on up to 2 CPUs in one server; licenses for additional CPUs are available. Server licenses include the rights to develop, test, and deploy applications to end users via a network, the Internet, or Intranet on or from the same licensed server, provided the source and object code are not accessible to users of the application and that Licensee does not generate revenue directly by charging for access to the site or service by selling data, pay-per-view, subscription fee, or similar means by utilization of the Software. Licensee shall not use any type of development or testing licenses, including those licenses installed in a staging server environment (Staging Server licenses) to deploy applications for production use by end users. The administration tools for ArcIMS, ArcSDE, and MapObjects—Java Edition may be copied and redistributed throughout Licensee's organization. User developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in the ArcGIS Desktop (ArcView, ArcEditor, or ArcInfo) may not be copied unless part of a licensed ArcGIS Desktop installation. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or Intranet. Licensee shall not develop client/server solutions with the ArcIMS Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kit.

8. ESRI and its licensor(s) grant Licensee a nonexclusive, nontransferable, limited license to use, copy, and prepare derivative works by

    (a) Translating "alroute.mld" (hereinafter "Dictionary") from the original text in the English language;
    (b) Editing Geographic Data Technology (GDT) Data included within ArcLogistics Route; and
    (c) Adding Data (owned by Licensee or others) to ArcLogistics Route Software.

    The license grant is conditioned as follows:

    (a) The derivative works are for Licensee's internal use only;
    (b) ESRI and its licensor(s) retain all exclusive right, title, and interest in and benefits from the derivative works, except Data owned by Licensee or others; and
    (c) Licensee expressly waives and relinquishes any and all ownership including, but not limited to, copyright, moral rights, or any other statutory or common law claims to the derivative works, except for Data owned by Licensee or others.

    Licensee shall not translate, modify, or edit in any way the software name "ArcLogistics Route," software logo, any third party software, any text other than the Dictionary, or any Data other than GDT's.

    The amount of Data used by Licensee is limited by Data credits purchased. Additional license fees are required if ArcLogistics Route with Data is to be accessed by more than one (1) ArcLogistics Route license.

9. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE.

10. This is a "Dual Use License," meaning the Software may be installed on a desktop computer and may be used simultaneously with either a Personal Digital Assistant (PDA) or handheld mobile computer provided that the Software is only used by a single individual at any one (1) time.

11. Licensee shall not redistribute or disclose the MapObjects developer license file (*.lic). 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."

12. Redistribution rights for standard or Internet application(s) may be subject to payment of additional license fees. Other restrictions notwithstanding, Licensee may redistribute commercial applications to its sublicensee(s) provided Licensee

uses a written sublicense agreement that protects ESRI's rights in its Software, Data, and Documentation to the same extent as the ESRI License Agreement, and that includes the following terms, as a minimum:

(a) Sublicensee may not reverse engineer, decompile, or disassemble the ESRI Software, Data, or Documentation, except to the extent permitted by applicable law, copy for commercial use, transfer, or assign its rights under the license grant; and

(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. Subject to an annual renewal fee.

14. Licensee may use Business Objects Crystal Reports software only with the ESRI Software with which it was acquired and subject to the Crystal Reports Professional License Agreement available on the media. However, for use of Crystal Reports software with Concurrent Use ArcGIS Software licenses, Licensee may install and use a Crystal Reports license on any computer on the network on which the ArcGIS Desktop Concurrent Use Software is used, but it may only be used with the ESRI Software with which it was acquired, as previously noted. Licensee may not use a software program or system to cache or queue report requests.

15. The Redistribution Stand-alone (or Deployment) license is per application per computer. For MapObjects—Windows Edition, Internet or Intranet Deployment requires an ArcIMS Internet Deployment License. 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. For MapObjects—Java Edition, Internet or Intranet Deployment requires a MapObjects—Java Internet Deployment License. An application upgrade is not a redeployment as long as it uses the same major revision of ArcGIS Schematics SDK, MapObjects—Windows Edition, or MapObjects—Java Edition.

16. The MapObjects—Java Edition contains Java Archive (JAR) files, which indicate they are authentic ESRI-certificated files when used over the Internet. Any Licensee 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 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 as an integral part of Licensee's application(s); and

(c) Build servlets and/or Enterprise JavaBeans with MapObjects—Java components, requiring a MapObjects—Java Internet Deployment License for each server configuration; and

(d) Distribute MapObjects Java applets, provided (i) Licensee's Web pages or software application(s) is targeted at end users and not as a development tool; (ii) Licensee does not use ESRI's name, logos, or trademark to market Licensee's Web pages or application(s); and (iii) Licensee includes a valid Licensee copyright notice on Licensee's Web pages and software application(s).

17. ArcSDE is licensed on a Server/CPU basis and on a one-to-one basis with a relational database. Licensee may run ArcSDE on a Server to connect to a DBMS, or may connect directly to a DBMS by running ArcSDE on an individual desktop computer. Each ArcSDE Server license permits multiple ArcSDE instances on one (1) server or one (1) desktop computer if Licensee has multiple database instances on the corresponding database Server. Licensee may not connect to more than one (1) database server with an ArcSDE license. ArcSDE for Coverages is licensed only in conjunction with ArcView, ArcEditor, or ArcInfo concurrent use licenses, or ArcSDE Server or ArcIMS Server licenses. Licensee may reproduce and redistribute ArcSDE for Coverages for its internal use.

18. Licensee may reproduce and redistribute the ArcReader and/or ArcExplorer Software provided all of the following occur:

(a) The ArcReader or ArcExplorer Software is reproduced and redistributed in its entirety whether as a stand-alone application or as an embedded GIS viewing tool on Licensee's own deliverable;

(b) An Agreement accompanies each copy of the ArcReader or ArcExplorer Software that protects the ArcReader or ArcExplorer Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the Agreement;

(c) All copyright and trademark attributions/notices are reproduced;

(d) There is no charge or fee attributable to the use of the ArcReader or ArcExplorer Software; and

(e) Sourcebook America may not be redistributed.

19. 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.

20. ESRI Business Information Systems Software, Data, and Documentation shall be subject to the Permitted Uses and Uses Not Permitted described below

"Permitted Uses:

(a) Licensee is granted permission to include resultant maps, reports, or other data output derived from ESRI Business Information Systems Software, Data, and Documentation only as part of Licensee's value-added products and/or services (e.g., Licensee's client reports, presentation packages, marketing studies, etc.) to current or prospective clients, so long as the resultant maps, reports, or other data output derived from ESRI Business Information Systems Software, Data, and Documentation comprises less than twenty percent (20%) of the total value of the Licensee's client reports, presentation packages, or marketing studies.

Uses Not Permitted:

(a) Licensee shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) of full, complete, stand-alone reports, maps, or data output created from ESRI Business Information Systems Software, Data, and Documentation without first entering into an appropriate reseller-type agreement with ESRI.

(b) Unless Licensee has separately licensed a copy of Community Coder, or ESRI Business Information Systems Data that permits appending of the Community Tapestry market segmentation system codes ("Tapestry Codes"), Licensee shall not use the ESRI Business Information Systems Data to assign or append Tapestry Codes to addresses or geographical data not included with ESRI Business Information Systems Software, Data, and Documentation. If Licensee is granted the right to assign Tapestry Codes to Licensee's own files or records (i.e., profiling), Tapestry Codes shall not be disclosed to or used for the benefit of third parties nor shall Licensee provide any third party with mapping, indexing or delivery services made possible through the use of the deliverables without ESRI Business Information Systems's express written permission.

(c) Licensee shall not use, copy, redistribute, publicly display, rebroadcast, or otherwise retransmit the ESRI Business Information Systems Software, Data, and Documentation on the Internet without first entering into an appropriate Internet/Intranet Deployment-type agreement with ESRI.

(d) Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the Community Tapestry market segmentation systems type of said individual's place of residence.

21. The ArcGIS Engine Developer Kit grants the right to develop an unlimited number of applications on a single computer and to deliver the applications with or without the Engine Runtime Software to end users. The ArcGIS Engine Developer Kit licenses and Engine Runtime licenses may be licensed independent of the other. Licensee shall not redistribute the Engine Developer Kit authorization file. The Engine Runtime licenses shall not be used for development of Engine applications. Internet and Server development and deployment is not permitted. An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an unlimited number of applications built from the ArcGIS Engine Developer Kit on one (1) computer. The ArcGIS Engine Runtime Extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. 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."

22. Server Software may be used in logical, virtual, and "on-demand" server configurations. When counting the number of CPU licenses required for each type of server configuration, ESRI counts all the physical CPUs in a server where the Server Software is installed and/or running. In logical server configurations each Server Software license may be installed on up to two (2) CPUs in one (1) logical server. For "on-demand computing" dormant CPUs do not need to be licensed until they are activated. In virtual server configurations all CPUs in the server must be licensed.

23. A multicore computer chip with "N" number of CPUs is treated as "N" CPUs. For example, a server that has a dual-core computer chip on it would need to be licensed for two (2) CPUs, even though there is a single computer chip core that holds the two (2) CPUs.

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.
"License Agreement" means the General License Terms and Conditions (E200).

ARTICLE 2—TERM OF AGREEMENT

The Licensee's right to purchase under this Agreement shall remain in effect for three (3) 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. The term of any Software or Data licenses ordered through this Agreement shall be as stated in the License Agreement. ESRI may update the pricing in this Agreement no more than once in a twelve (12) month period. 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 License Agreement 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. 2004MPA4029."

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 under the terms of this Agreement. To implement this approach, 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 Licensee purchase order forwarded by the reseller to ESRI must list the information requested in Article 7.2, the ESRI reseller name, and the Software MPA pricing [needed because the reseller must use the MPA pricing under the MPA. If the reseller does not use the MPA pricing, then it can't use the MPA.].

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

ESRI will provide Software, Data, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated ESRI Price List are exclusive of shipping, installation, and tax The pricing for consulting and training services are subject to annual escalations beginning in January of each year. After the initial term of this Agreement, the prices for Software, Data, Documentation, maintenance, and updates may be escalated annually during any extension to the term of this Agreement.

9.1 Software, Maintenance, and Support
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 available on a time and materials or firm fixed price basis via a signed task order, but only if this Agreement expressly incorporates the Custom Software, Technical Data, and Assistance License Addendum (E600), including the current Time and Materials Rate Schedule (J-7264-a/BD). The E600 Addendum and the J-7264-a/BD Rate Schedule together comprise the applicable terms, staffing, and hourly labor rates (hourly rates applicable only for time and materials projects) for any such work to be performed under this Agreement. Labor rates are subject to annual escalation not

to exceed seven and one-half percent (7.5%) per year in January of each year. The scope of work and any additional terms are subject to mutual agreement in the task order. Information and arrangements regarding Custom Software and Application Services are available from the Implementation Services Program Manager, Craig Morgan, at 909-793-2853, ext. 1546.

9.4 Training Services
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 seven and one-half percent (7.5%) in January of each year.

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.

12.3 Maintenance

Generally, maintenance is offered on an annual basis. Upon expiration of the initial complimentary maintenance year, or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing then in effect. Upon acceptance of an ESRI quotation, the purchase order shall be issued in advance or not later than concurrent with the present maintenance term. Should there be a lapse in maintenance coverage, and at some later date the Licensee chooses to reinstate maintenance, Licensee shall pay maintenance fees for the lapsed period, not to exceed a maximum of two (2) prior years, plus one (1) year's maintenance fees in advance.

LIMITED TERM LICENSE ADDENDUM TO THE MASTER LICENSE AGREEMENT FOR THE ESRI DEVELOPER NETWORK (Domestic)

This Addendum to the License Agreement, ESRI Developer Network ("EDN") Terms and conditions ("Addendum") modifies the License Agreement to incorporate additional or different terms and conditions specifically for the EDN subscription license.

Modification to Master License Agreement

The **License Agreement** is modified as follows:

1. **Article 1—Definitions,** is amended by the addition of the following definitions:

    "EDN Software Library" shall mean the Software, Data, Documentation, License Manager, ArcWeb Services, instructional materials, and any other materials made available to Licensee during the subscription period.

    "EDN Website" shall mean the ESRI Web site devoted to the global community of GIS developers through which licensees may download and upload software, data, and information through peer-to-peer sharing.

    "Service Pack" shall mean a Software update available to Licensee through the ESRI Support Web page as a download via the Internet or by other means.

2. **Article 4—Scope of Use,** is amended by the addition of the following **Permitted Uses**:

    • Licensee may use only the type and number of copies of the Software, Data, Documentation, and ArcWeb Services included in the EDN Software Library during the subscription period for which the appropriate subscription fees have been paid to ESRI in accordance with the licensed configuration on file with ESRI Customer Service for Licensee's internal use and the terms of this Agreement.
    • The Licensee may use each EDN subscription license for one (1) developer who may use the EDN Software Library and other resources of the program solely for the purposes of research, development, test, and demonstration of a prototype application to Licensee's customers and internal users for acceptance testing. There are no deployment, runtime, commercial use, or production rights granted by the EDN subscription license.
    • Licensee agrees that it will order a separate EDN subscription for each individual developer who accesses the EDN Software Library and EDN Website. Licensee shall also order a separate EDN subscription for each individual developer of a consultant or contractor who requires access to the EDN Library in support of Licensee.
    • Licensee may permit each authorized developer to copy and install the EDN Software Library on multiple computers for use solely by the authorized developer(s) covered by an EDN subscription provided Licensee requires the developer(s) to use the software only as permitted by this EDN subscription license.
    • Licensee may use, copy, reproduce, and redistribute the Service Pack(s) as part of Licensee's application. Any other right to use, copy, reproduce, and redistribute Software, Data, and Documentation or ArcWeb Services, including updates, is subject to the grants and scope of use in the applicable ESRI license agreement for full commercial use, and use of the EDN Software Library is limited to the permitted uses in this Addendum.
    • Licensee may use the EDN Software Library at one (1) location for each subscription.
    • Licensee may grant access to server applications developed using the EDN Software Library to Licensee's customers and internal users for acceptance testing purposes only provided that Licensee's customers and internal users will not perform any debugging, configuration, or maintenance.

3. **Article 4—Scope of Use,** is amended by the addition of the following **Uses Not Permitted**:

- A single EDN subscription may not be shared by multiple developers or other users who do not have an EDN subscription.
- The EDN subscription may not be used for production purposes, and does not include the right to any deployments, runtimes, or server technology for production or other commercial purposes.
- Licensee shall not transfer or redistribute the EDN Software Library, in whole or in part, among other Licensee sites, or among other individual developers at a single site, except for other developer(s) with an EDN subscription at the site.
- Licensee shall not publicly disclose results of benchmark testing except with prior written permission of ESRI.

4. **Article 5—Maintenance,** does not apply to the EDN subscription and Licensee shall not be entitled to standard Maintenance. Licensee shall receive updates to the EDN Software Library during the term of the subscription, but ESRI technical support is not available unless Licensee elects to order Developer Support Group technical support services (DSG Support) for the EDN Software Library products eligible for such support.

5. **Article 6—Term and Termination,** does not apply to the EDN subscription and is replaced by the Term, Termination, and Renewal provision in the General Provisions for the EDN subscription indicated below.

6. **Article 7—Limited Warranties and Disclaimers,** Section 7.1, Limited Warranties, does not apply to any sample code made available to Licensee through the EDN subscription. Section 7.3, General Disclaimer, shall apply to any sample code. THE SAMPLE CODE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OF 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 SAMPLE CODE.

ArcWeb Services Terms and Conditions for the EDN Subscription

The Master License Agreement is modified by the addition of the following terms for ArcWeb Services included in the EDN subscription:

1. Grant—ESRI hereby grants a nonexclusive, nontransferable, *limited license* to the Licensee, and Licensee hereby accepts the limited license for use of the ArcWeb Service(s), including any applicable data or documentation (hereinafter referred to as "Service(s)"), up to the authorized number of credits during the ESRI Developers Network (EDN) subscription period. Such license includes the right to access the Service(s) made available on the Web site and to use the Service(s) to research, develop, test, and demonstrate prototype Web-based application development as permitted herein. ESRI reserves the right to immediately terminate this license should Licensee use the Service(s) for any use not permitted under this Agreement. Further, ESRI reserves the right to change the number of credits, specific ArcWeb Service(s), and related terms and conditions.

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3. Scope of Use

Licensee may

a. Use the Service(s) within an internal network environment for Licensee's own internal use as described herein;
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;
c. The Licensee may use each EDN subscription license for one (1) developer who may use the Service(s), and other resources of the program solely for the purposes of research, development, test, and demonstration of a prototype application to Licensee's customers and internal users. There are no deployment, runtime, commercial, server use,

or production rights granted by the EDN subscription license for Web-enabled applications developed using the ArcWeb Service(s);

    d.   Download and store geocoded results only when using the Service known as Address Manager; or

    e.   Grant access to server applications developed using the EDN Software Library to Licensee's customers and internal users for acceptance testing purposes only provided that Licensee's customers and internal users will not perform any debugging, configuration, or maintenance.

Licensee may not

    a.   Copy, download, store (except as permitted above), publish, transmit, transfer, sell, or otherwise use the Service(s) except as expressly permitted herein;

    b.   Sell, lease, lend, rent, timeshare, assign, sublicense, or transfer any right to use the Service(s) to any third party without the prior express written permission of ESRI;

    c.   Attempt to unlock or bypass the access code used or uncover any ESRI source code, reverse engineer, decompile, or disassemble the Service(s) for any purpose, except to the extent permitted by applicable law notwithstanding this restriction, in order to protect ESRI or its supplier(s) trade secrets and proprietary information contained in the Services;

    d.   Publicly disclose results of benchmark testing except with prior written permission of ESRI;

    e.   Create derivative Service(s) or add value to the Service(s) and thereafter resell or otherwise distribute the Service(s) as Licensee's own services;

    f.   Reformat and display the Service(s) in an attempt to mirror or make commercial use of the ESRI Web site;

    g.   Use the Service(s) for production or other commercial purposes; or

    h.   Use the Service(s) beyond the EDN Subscription period or carry over any credits remaining into a new EDN Subscription period.

4. Third Party Data Sets—If the Service(s) to be used includes third party data sets owned and licensed by Geographic Data Technology, Inc. ("GDT"), TeleAtlas North America, Inc. ("TANA"), Meteorlogix, LLC ("Meteorlogix"), NAVTEQ (Navteq), MDS Data (MDS), or ESRI Italia S.p.A. (ESRI Italia), the applicable license limitations set forth in Attachment No. 1, ArcWeb Service(s) Terms and Condition for the EDN Subscription, Third Party Data Sets—License Limitation, are incorporated by reference and shall apply to this license Agreement. ESRI reserves the right to modify or supplement the terms and conditions in Attachment 1 at any time as ESRI, in its sole discretion, deems necessary to comply with the third party data vendor's requirements.

5. ArcWeb Service(s) Warranty—THE SERVICE(S) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE(S).

6. Limitation of Liability—IN NO EVENT WILL ESRI BE LIABLE TO LICENSEE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE USE BY THE LICENSEE OF THE SERVICE(S), OR ANY OTHER MATERIALS DELIVERED HEREUNDER EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ESRI reserves the right to make any changes it deems necessary or desirable to the Service(s).

<u>General Provisions for the EDN Subscription</u>

The following clauses are added to the Master License Agreement and are specifically applicable to the EDN Software Library and the EDN Subscription

1. Term, Termination, and Renewal—The EDN subscription period and term of the license for use of the EDN Software Library is one (1) year from date of shipment or transmittal of the EDN subscription code. This license expires upon expiration of the EDN Subscription, use of all permitted credits with respect to ArcWeb Services, or earlier by either party upon written notice to the other. Licensee may renew the subscription by payment of the EDN subscription fee on or before the expiration date, so long as Licensee complies with the terms of this Agreement. The license for the EDN subscription and EDN Software Library may terminate if (i) Licensee elects in writing to discontinue use of the EDN Software Library and terminates its EDN Subscription or (ii) either party terminates the EDN subscription or this Agreement for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material

breach of a nature that it is impossible to cure. No refund of the EDN subscription fee will be made for termination for the EDN subscription, except as required by a judgment of default against ESRI filed in a court of competent jurisdiction.

2. Deinstallation upon Expiration or Termination—ESRI may terminate this Agreement as provided in the General Provisions of the EDN Subscription, Article 1, Term, Termination, and Renewal, above. Upon expiration or termination of the EDN subscription, Licensee shall uninstall, remove, and destroy the EDN Software Library and all components and all whole or partial copies, modifications, or merged portions in any form, and upon ESRI's request, certify to or provide evidence of such deinstallation or destruction to ESRI.

3. Audit Rights—Licensee shall maintain at Licensee's principal place of business complete and accurate business records of the use of the EDN Software Library acquired pursuant to this Agreement. ESRI shall have the right to annually inspect such records at its expense and upon reasonable notice to Licensee and provided such inspection is reasonable in scope and is non-disruptive of Licensee's operations. If an audit reveals that Licensee has used the EDN Software Library for purposes other than those permitted by the EDN subscription license terms set forth in this Agreement, then Subscriber shall pay ESRI's reasonable costs of conducting the audit, in addition to the payment of additional fees based on full use commercial license fees.

4. Export Control Regulations—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, or provide the EDN Software Library, 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 EDN Software Library 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 or its employees, consultants, or customers who gain access to the EDN Software Library are 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.

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

6. Nondisclosure and Compliance with Terms of Use and Privacy Statement—Licensee agrees that it shall not disclose any technical, business, or marketing information about or related to the EDN program to other entities involved in the development or licensing of geographic information system software, or disclose any password except to the authorized developer(s). Licensee agrees to comply with the Terms of Use Agreement and Privacy Statement posted on the EDN subscription Web site. Licensee agrees to advise each authorized developer of the rights and obligations of this Agreement and to require compliance with the terms and conditions of this Agreement.

7. Assignability—This Agreement is not assignable by Licensee without the prior written consent of ESRI.

8. Precedence—The terms and conditions in this Addendum shall take precedence over any conflicting terms of the License Agreement and Conditions and Exhibit 1, Scope of Use, with respect to the EDN Software Library and EDN subscription.

ATTACHMENT NO. 1
TO THE
ArcWeb SERVICE(S) TERMS AND CONDITIONS FOR THE EDN SUBSCRIPTION
THIRD PARTY DATA SETS—LICENSE LIMITATIONS

1. If the Service(s) to be used includes data sets owned or licensed by Geographic Data Technology, Inc. (GDT), the following limitations shall apply:

    a. The use of GDT Data or its derivatives is strictly prohibited in any On-board Navigation System. For the purposes of this Agreement, an "On-board Navigation System" includes at least the following components installed in or on a vehicle: (a) storage medium to store at least a portion of the GDT Data or a certain database derived there from, (b) a gyroscope, and (c) a device to detect the wheel rotation of a vehicle.
    b. The use of GDT Data for routing capabilities is limited to a driving directions service that enables Licensee to generate multipoint driving directions between user-defined locations utilizing ESRI software accessing GDT Data.
    c. The use of the GDT Data or its derivatives is strictly prohibited in the use of Automatic Vehicle Location (AVL). For the purposes of this Agreement, an AVL shall mean the service of locating a mobile or stationary unit with technology such as a Global Positioning System (GPS), triangulation, or a gyroscope to automatically estimate a specific point, such as a latitude/longitude, and delivering the GPS derived information and/or non-GPS derived information.
    d. If Licensee is accessing Service(s) for Address Manager and utilize GDT Data, the following terms shall apply:

        (i)   Geocodes utilizing GDT Data may be delivered in single or batch mode.
        (ii) GDT Data utilized in the Service(s) may be used for the purpose of returning list of geocodes.
        (iii) Geocoded results may be downloaded and stored onto Licensee's computer for Licensee's internal business use only and only in connection with Address Manager.

2. If the Service(s) to be used includes data sets owned or licensed by TeleAtlas North America, Inc. (TANA), the following limitations shall apply:

    a. Except as may otherwise be agreed to by TANA, Licensee's grant of license is for internal business or personal use only and not for transfer, distribution, or disclosure to third parties or use for the benefit of third parties.
    b. Licensee's grant of license to use is limited to the authorized number of concurrent users, subscribers, or credits as applicable.
    c. Licensee's use of the ArcWeb Services is limited other than while connected to ESRI's Server; other than that end user may use the results of the ArcWeb Services (e.g., batch geocoding results) for internal business or personal use only.
    d. Licensee may not pass title to or any ownership interest in the TANA Data as contained in the ArcWeb Services from passing to any end user, Developer, or any other third party.
    e. Licensee may not derive or attempt to derive the structure of the TANA Data as contained in the ArcWeb Services.
    f. Except as may be permitted herein, Licensee may not duplicate (except for a single archival copy if Licensee is a Developer), reproduce, disclose, publish, distribute, or transfer any TANA Data as contained in the ArcWeb Services.
    g. Licensee may not remove or obscure any TANA copyright, trademark notice, or restrictive legend.
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    i. TANA is a third party beneficiary of ESRI's rights under this Agreement with Licensee in order to enforce its intellectual property rights, but is not a party thereto and shall have no obligations thereunder.
    j. Licensee acknowledges that the TANA Data as contained in the ArcWeb Services includes confidential and proprietary information and materials and may include trade secrets, and that Licensee agrees to hold the TANA Data as contained in the ArcWeb Services in confidence and in trust.
    k. U.S. GOVERNMENT RIGHTS. If Licensee is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure, or transfer of this commercial product and accompanying documentation, is restricted in accordance with FAR 12.212 and DFARS 227.7202, and by a license agreement. Contractor/Manufacturer is Tele Atlas North America, Inc., 1605 Adams Drive, Menlo Park, California 94025;

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2.1 The following terms shall apply if Licensee receives TANA GB Data:

   a.   All warranties of Ordnance Survey, whether express or implied, including, but not limited to, the implied warranties of noninfringement, merchantability, completeness, accuracy, and fitness for a particular purpose are hereby disclaimed and shall not apply. Licensee acknowledges that Ordnance Survey makes no warranty and gives no representation that the TANA GB Data is complete, accurate, and/or up to date and is an essential condition of this Agreement and that Licensee accepts the TANA GB Data on that basis.
   b.   In no event shall ESRI, Ordnance Survey, or TANA have any liability to Licensee with respect to Licensee's use of the TANA GB Data.
   c.   Licensee may not use the TANA GB Data in any printed, published form that results in products to be distributed freely or sold to the public without the prior permission of Ordnance Survey.
   d.   Licensee shall indemnify Ordnance Survey from and against all claims, demands, or actions, irrespective of the nature of the cause of the claim, demand, or action alleging loss, costs, expenses, damages, or injuries (including injuries resulting from death) arising out of the use of the TANA GB Data.

2.2 The following term shall apply if Licensee receives TANA Data of Denmark:

   Licensee is prohibited from using the TANA Data of Denmark to create maps within telephone books, or other products similar to telephone books (e.g., directories), including such products in digital form.

2.3 The following term shall apply if Licensee receives TANA Data of Norway:

   Licensee is prohibited from using the TANA Data of Norway to create general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority. (Any Derivative Product of the TANA Data of Norway shall be regarded as similar to the basic national products of the Norwegian Mapping Authority if such Derivative Product has a regional or national coverage, and at the same time has a content, scale, and format similar to the basic national products of the Norwegian Mapping Authority.)

2.4 When Licensee accesses TANA Data, the following additional terms shall apply:

   a.   Licensee is granted the right to use the ArcWeb Services only for the purpose of creating Derivative Product(s) that shall not remove or disengage the Data from the ArcWeb Services, shall access the Data on ESRI's servers only, and for no other purpose unless otherwise agreed to by TANA.
   b.   Licensee shall notify ESRI immediately if Licensee learns of any misappropriation, unauthorized use, or public disclosure of the ArcWeb Services or TANA Data and Licensee shall cooperate with ESRI's efforts to prevent such misappropriation, misuse, or public disclosure.
   c.   If the ArcWeb Services, TANA Data, or any portion thereof are modified, merged, or combined into or with any software, hardware, other programs, or other data, such modifications, mergers, or combinations shall continue to be subject to the provisions of this Agreement, and TANA retains ownership of its spatial map database contained in the ArcWeb Services or Data and all such portions.

d. In no event may Licensee translate and/or convert the Data into another data format.

e. In no event shall Licensee (i) extract data from the TANA Data or the ArcWeb Services in any digital, vector-based form, (ii) deliver any TANA Data in its original form to any third party, but may only combine the TANA Data with substantial added value to create the authorized ArcWeb Service(s), (iii) use the TANA Data to provide any competitive information about TANA or the TANA Data to any third parties, (iv) create Derivative Products that compete with the TANA Data, or (v) create Derivative Products other than the specific authorized ArcWeb Service(s).

f. Licensee may not provide access to the Data other than through the ArcWeb Services.

g. Licensee agrees that attributes in the TANA Data of (i) Functional Road Class, (ii) Speed Category, (iii) Access Restrictions and Conditions; (iv) Internal Intersections Links, (v) Maneuvers, (vi) Indescribable Links, (vii) Special Explication, and (viii) House Number Ranges, shall be used by the ArcWeb Services for calculation purposes only, and such attributes may not be displayed or otherwise disclosed to end users, consumers, or any third party, provided, however, that specific house numbers may be derived from House Number Ranges and displayed to end users and/or consumers to identify correlating locations satisfying search queries of such end users and/or consumers; and (ix) TANA Data attributes of Sign Text may only be displayed or otherwise revealed in connection with a specific route for which driving directions and/or route guidance is provided to an end user and/or consumer.

h. Licensee may not disclose, sublicense, distribute, transmit, or in any manner otherwise provide the TANA Data to Geographic Data Technology, Inc. (GDT), Geographic Data Technology Canada, Inc. (GDT Canada), and Navigation Technologies, Inc. (NavTech).

i. ESRI reserves the right to terminate this Agreement if Licensee violates or breaches any material term of this Agreement.

j. Licensee must destroy (and provide certification of such destruction) or return to ESRI all copies of the TANA Data that Licensee is in the possession or control of upon termination or expiration of this Agreement.

3. If the Service(s) to be evaluated includes data owned or licensed by Meteorlogix, the following limitation shall apply:

Licensee may not store Meteorlogix Data for any amount of time exceeding a five (5) day period from the date of receipt of such Data.

4. **NAVTEQ Data.** If Licensee's access to Service(s) includes Third Party Data owned and provided by NAVTEQ North America LLC (NAVTEQ), then Licensee's use of NAVTEQ Data shall be subject to the following terms and conditions:

<div align="center">General Terms</div>

In no event shall NAVTEQ Data be used to provide dynamic or real-time route guidance directions and/or alerts, including without limitation, derived locations pursuant to a request for roadside assistance, automatic collision notification and reporting triggered by an accident, and notification that an asset or person has breached the boundary or perimeter of a defined geographic area, or Route Optimization through the Service(s) or otherwise. For the purposes of this Addendum Route Optimization means calculating the order of destinations, way points and or routes thereto for people, devices, and or transportation means, based on availability, positioning and or routing of at least one other person, device or transportation.

In no event shall the Points of Interest data (i.e., business listings) included in any NAVTEQ Data be used for sales lead generation where sales lead generation mean an application specifically designed to generate sales lead information in the form of ASCII or other text-formatted lists of category-specific business listings which (i) originate from the NAVTEQ Data and (ii) include complete mailing addresses for each business. Sales lead generation shall not include any application permitted hereunder where mailing address or phone numbers are provided in bit map graphical images or in another no-text form.

Canada

The following provisions apply to NAVTECH Data for the coverage area of Canada, which may include or reflect data from third party licensors, including Her Majesty the Queen in Right of Canada ("Third Party Data"):

1. <u>Disclaimer and Limitation</u>: Licensee agrees that use of the Third Party Data is subject to the following provisions:

   (A) DISCLAIMER: THE THIRD PARTY DATA IS LICENSED ON AN "AS IS" BASIS. THE LICENSORS OF SUCH DATA, INCLUDING HER MAJESTY THE QUEEN, MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES RESPECTING SUCH DATA, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, EFFECTIVENESS, COMPLETENESS, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.

   (B) LIMITATION ON LIABILITY: THE THIRD PARTY DATA LICENSORS, INCLUDING HER MAJESTY THE QUEEN, SHALL NOT BE LIABLE: (i) IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF SUCH DATA; OR (ii) IN ANY WAY FOR LOSS OF REVENUES OR CONTRACTS, OR ANY OTHER CONSEQUENTIAL LOSS OF ANY KIND RESULTING FROM ANY DEFECT IN THE DATA.

2. <u>Copyright Notice</u>: In connection with each copy of all or any portion of the NAVTECH Data for the coverage area of Canada, Licensee shall affix in a conspicuous manner the following copyright notice on at least one of: (i) the label for the storage media of the copy; (ii) the packaging for the copy; or (iii) other materials such as user manuals or end user license agreements: **"This data includes information taken with permission from Canadian authorities, including © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario."**

3. Licensee shall indemnify and save harmless the licensors, including Her Majesty the queen and the Minister, and their officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of Licensee's use or possession of the Third Party Data.

European Supplier Terms

The following provisions apply to the NAVTECH Data for and to the extent indicated respecting any territory including any country of Europe, which may include or reflect data from third party licensors:

1. <u>OS Enforcement</u>. With respect to NAVTECH Data for the territory of Great Britain, Licensee acknowledges and agrees that the Ordnance Survey ("OS") may bring a direct action against Licensee to enforce compliance with the OS copyright notice (see Section 3 below).

2. <u>Traffic Codes</u>. The following provisions apply to the grant of license for use of NAVTECH Data that includes Traffic Codes.

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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) 1 Server and Two CPU License	1
Maintenance for ArcIMS 1 Server and 2 CPU License (limited to 1 per qualifying customer number)	1
Maintenance for First Floating Higher Education ArcGIS LAB KIT License	1
Maintenance for First Node-Locked Higher Education ArcGIS LAB KIT License	1
Primary Maintenance for Maplex	1
ArcView GIS 3.x Maintenance--per 25 License	1
Maintenance for ArcGIS ArcView Single Use--per 25 License	1
Maintenance for ArcGIS ArcView Concurrent Use--per 15 License	1
Maintenance for ArcEditor--per 10 License	1
Maintenance for ArcGIS Server Server/CPU License	1
Primary Maintenance for ArcGIS Engine Developer Kit	1

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Section	Description	Price
1	**ArcGIS Concurrent Use Licenses**	
	ArcInfo Concurrent Use License	$7,100
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	$3,000
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	$1,200
	ArcEditor Concurrent Use License	$6,300
	ArcView 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 8.x Concurrent Use License (U.S. data)	$400
	ArcGIS StreetMap 9.0 Concurrent Use License	$800
	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 Maplex Concurrent Use License	$2,000
	ArcGIS Data Interoperability Concurrent Use License	$2,000
	ArcGIS Schematics Concurrent Use License	$2,800
	Primary Maintenance for ArcView Concurrent Use License	$700
	Secondary Maintenance for ArcView 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
	Maintenance for ArcGIS StreetMap 9.0 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 Maplex Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	$200
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Data Interoperability 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

Section	Description	Price
1	**ArcGIS Single Use Licenses**	
	ArcEditor Single Use License	$6,300
	ArcView 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
	ArcGIS StreetMap 8.x Single Use License (U.S. data)	$400
	ArcGIS StreetMap 9.0 Single Use License	$800
	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 Maplex Single Use License	$2,000
	ArcGIS Data Interoperability Single Use License	$2,000
	ArcGIS Schematics Single Use License	$2,800
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only)	$400
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only) Effective October 1, 2004	$300
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions)	$1,000
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions) Effective October 1, 2004	$900
	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
	Maintenance Activation Program (Temporary Program Expires March 31, 2005)	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$600
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$400
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Plus Extensions (Price Effective May 15, 2004 thru March 31, 2005)	$1,500
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,300
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$600
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$400
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,500
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$600
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$400
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions (Price Effective May 15, 2004 thru March 31, 2005)	$1,500

Section	Description	Price
1	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$1,050
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$750
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension (Price Effective May 15, 2004 thru March 31, 2005)	$750
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension (Price Effective May 15, 2004 thru March 31, 2005)	$300
	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License	$1,200
	ArcPress for ArcGIS Single Use License Upgrade to ArcPress for ArcGIS Concurrent Use License	$880
	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor	$5,100
	Upgrade from ArcView Single Use to ArcInfo	$8,700
	Upgrade from ArcView Concurrent Use to ArcEditor	$3,500
	Upgrade from ArcView Concurrent Use to ArcInfo	$7,100
	Upgrade from ArcEditor to ArcInfo	$3,600
	ArcInfo 7.x or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	$3,000
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Secondary 2–10, 12–20...)	$1,200
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	$4,000
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Secondary 2–10, 12–20...)	$1,600
	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
	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 Annual Maintenance	$200
	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	$295
	ArcPress for ArcView Windows/Windows NT License	$295
2	**ArcView 3.x and Extensions**	
	UNIX	
	ArcView 3.x for UNIX Single Use License Qty. 1-5 (each)	$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

Section	Description	Price
2	ArcView 3.x for UNIX License Primary Maintenance	$700
	ArcView 3.x for UNIX License Secondary Maintenance	$500
	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
	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	$956
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	$861
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	$765
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	$400
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	$300
	Primary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	$1,000
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	$900
	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
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	$2,246

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Section	Description	Price
2	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 StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	$495
3	**MapObjects**	
	MapObjects--Windows Edition	
	MapObjects--Windows Edition Stand-Alone Developer's Kit (includes MapObjects--Windows Edition and 50 Stand-Alone Deployments)	$4,000
	MapObjects--Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to 2 CPU's)	$11,600
	Additional MapObjects--Windows Edition Developer License	$800
	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
	Maintenance for MapObjects--Windows Edition Stand-Alone Developer's Kit	$1,000
	Maintenance for MapObjects--Windows Edition Internet Developer Kit	$2,400
	Maintenance for Additional MapObjects--Windows Edition Developer License	$200
	Maintenance for MapObjects--Windows Limited Deployment Site License Kit	$3,000
	25-Pak Additional MapObjects--Windows Edition Stand-Alone Deployments	$2,000
	MapObjects LT	
	MapObjects LT 2 License	$1,000
	MapObjects--Windows Edition StreetMap Extension	
	MapObjects--Windows Edition StreetMap Developer's Kit (1 Development License and 50 Stand-Alone Deployment Licenses)	$595
	Additional MapObjects--Windows Edition StreetMap Stand-Alone Deployment Licenses 25 Pak	$50
	Additional MapObjects--Windows Edition StreetMap Development License	$495
	MapObjects--Java Edition	
	MapObjects--Java Edition Stand-Alone Developer Kit (includes MapObjects--Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	$4,000
	MapObjects--Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for One Server with up to two CPU's)	$6,000
	MapObjects--Java Edition Internet Development and Testing License	$3,000
	Additional MapObjects--Java Edition Developer License	$800
	Additional MapObjects--Java Edition Server Deployment License for One Server with up to Two CPU's	$4,000
	Additional MapObjects--Java Edition CPU Deployment License	$3,000
	Maintenance for MapObjects--Java Edition Stand-Alone Developer Kit	$1,000
	Maintenance for MapObjects--Java Edition Internet Developer Kit	$1,500
	Maintenance for Additional MapObjects--Java Edition Developer License	$200
	Maintenance for Additional MapObjects-Java Edition Server Deployment License for One Server with up to Two CPU's	$1,000
	Maintenance for Additional MapObjects-Java Edition CPU Deployment License	$750
	25-Pak Additional MapObjects-Java Edition Stand-Alone Deployments	$2,000

Section	Description	Price
4	**ArcGIS Engine**	
	ArcGIS Engine Developer Kit License	$5,000
	Primary Maintenance for ArcGIS Engine Developer Kit License	$3,000
	Additional ArcGIS Engine Developer Kit License	$3,000
	Primary Maintenance for Additional ArcGIS Engine Developer Kit License	$3,000
	Secondary Maintenance for Additional ArcGIS Engine Developer Kit License	$1,500
	ArcGIS Engine Runtime	
	Standard ArcGIS Engine Runtime License	$500
	ArcGIS Engine Runtime 3D Extension License	$1,500
	ArcGIS Engine Runtime Spatial Extension License	$1,500
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	$1,500
	ArcGIS Engine Runtime StreetMap Extension License	$500
	Standard ArcGIS Engine Runtime License (50 pack)	$22,500
	ArcGIS Engine Runtime Extensions License (3D, Spatial, or Enterprise Geodatabase Update) 10 pack	$13,500
	ArcGIS Engine Runtime StreetMap Extension License (10 pack)	$4,500
	Maintenance for Standard ArcGIS Engine Runtime License Without Extensions	$150
	Maintenance for Standard ArcGIS Engine Runtime License With Extensions	$500
5	**ArcGIS Server (Production Server)**	
	ArcGIS Server License (up to 2 CPUs) includes 2 Developer Licenses	$30,000
	Additional CPU's on a Licensed ArcGIS Server	$15,000
	Additional ArcGIS Server Single Use Developer License	$3,000
	ArcGIS Server License Spatial Extension (up to 2 CPU's)	$10,000
	Additional CPU's on a Licensed ArcGIS Server Spatial Extension	$5,000
	ArcGIS Server License 3D Extension (up to 2 CPU's)	$10,000
	Additional CPU's on a Licensed ArcGIS Server 3D Extension	$5,000
	ArcGIS Server License StreetMap Extension (up to 2 CPU's)	$5,000
	Additional CPU's on a Licensed ArcGIS Server StreetMap Extension	$2,500
	Maintenance for ArcGIS Server License	$7,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server	$3,750
	Primary Maintenance for Additional Single Use ArcGIS Server Developer License	$750
	Secondary Maintenance for Additional Single Use ArcGIS Server Developer License	$375
	Maintenance for ArcGIS Server License Spatial Extension	$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server Spatial Extension	$1,250
	Maintenance for ArcGIS Server License 3D Extension	$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server 3D Extension	$1,250
	Maintenance for ArcGIS Server License StreetMap Extension	$1,250
	Maintenance for Additional CPU on a Licensed ArcGIS Server StreetMap Extension	$625
	ArcGIS Server (Development and Testing)	
	ArcGIS Server Development and Testing License (up to 2 CPU's)	$15,000
	Additional CPU on licensed ArcGIS Server Development and Testing	$7,500
	ArcGIS Server Development and Testing License Spatial Extension (up to 2 CPU's)	$5,000
	Additional CPU on Licensed ArcGIS Server Development and Testing Spatial Extension	$2,500
	ArcGIS Server Development and Testing License 3D Extension (up to 2 CPU's)	$5,000
	Additional CPU on Licensed ArcGIS Server Development and Testing 3D Extension	$2,500
	ArcGIS Server Development and Testing License StreetMap Extension (up to 2 CPU's)	$2,500
	Additional CPU on Licensed ArcGIS Server Development and Testing StreetMap Extension	$1,250

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Section	Description	Price
5	Maintenance for ArcGIS Server Development and Testing License	$3,750
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing	$1,875
	Maintenance for ArcGIS Server Development and Testing License Spatial Extension	$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing Spatial Extension	$625
	Maintenance for ArcGIS Server Development and Testing License 3D Extension	$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing 3D Extension	$625
	Maintenance for ArcGIS Server Development and Testing License StreetMap Extension	$625
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing StreetMap Extension	$312
6	**ArcSDE**	
	ArcSDE Installation Pack	$400
	ArcSDE Server and two Processors (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses)	$10,000
	ArcSDE License for One Additional Processor	$5,000
	ArcSDE Read and Write Server Connection License	$1,000
	ArcSDE Read-Only Server Connection License	$500
	Maintenance for ArcSDE or SDE Server License with Two CPUs	$3,000
	Maintenance for ArcSDE or SDE Additional Processor License	$1,000
	Maintenance for ArcSDE/SDE Read and Write Server Connection License	$150
	Maintenance for ArcSDE/SDE Read-Only Server Connection License	$150
7	**ArcIMS**	
	ArcIMS Server/CPU License Internet Deployment License for One Server and Two CPU's and ArcIMS Software	$10,000
	ArcIMS Additional CPU License	$5,000
	ArcIMS Single Use Development License (each)	$1,000
	ArcIMS Server/CPU Annual Maintenance	$2,000
	ArcIMS Additional CPU Annual Maintenance	$1,000
	ArcIMS Single Use Development License Annual Maintenance Fee	$200
	ArcIMS Route Server	
	ArcIMS Route Server License for One Server and 2 CPU's	$3,000
	Annual Maintenance for ArcIMS Route Server License for One Server and 2 CPU's	$600
	ArcIMS Route Server Additional CPU License	$1,500
	Annual Maintenance for ArcIMS Route Server Additional CPU License	$300
	ArcIMS Route Server Data Options	
	Data Pack--Tele Atlas MultiNet USA License for One Server and 2 CPU's	$15,000
	Annual Update Fee Data Pack--Tele Atlas MultiNet USA License for one Server and 2 CPU's	$7,500
	Data Pack--Tele Atlas MultiNet USA Additional CPU License	$5,000
	Annual Update Fee--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

Section	Description	Price
7	**ArcIMS Data Delivery Extension**	
	ArcIMS Data Delivery Extension License for One Server and 2 CPU's	$5,000
	Annual Maintenance for ArcIMS Data Delivery Extension License for One Server and 2 CPU's	$1,000
	Additional CPU License for ArcIMS Data Delivery Extension	$2,500
	Annual Maintenance for Additional CPU License for ArcIMS Data Delivery Extension	$600
8	**Business Applications Software**	
	ArcView Business Analyst	
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) ESRI Business Information Systems	$15,996
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) AGS	$15,996
	Annual Maintenance (per license) ArcView Business Analyst ESRI Business Information Systems	$15,996
	Annual Maintenance (per license) ArcView Business Analyst AGS	$15,996
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) ESRI Business Information Systems	$14,796
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) AGS	$14,796
	Annual Maintenance ArcView Business Analyst Extension (per license) ESRI Business Information Systems$14,796	
	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	$14,796
	Optional AGS Data Pack (only for ArcView Business Analyst Customers Who have Already Purchased ArcView Business Analyst with the ESRI Business Information Systems Data Set)	$2,500
	Optional ESRI Business Information Systems Data Pack (only for ArcView Business Analyst Customers Who have $2,500 Already Purchased ArcView Business Analyst with the AGS Data Set)	
	Annual Maintenance for Optional ESRI Business Information Systems Data Pack (per license)	$2,500
	Annual Maintenance for Optional AGS Data Pack (per license)	$2,500
	ArcGIS Business Analyst	
	ArcGIS Business Analyst--Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI Business Information Systems	$15,996
	ArcGIS Business Analyst--Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	$15,996
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) ESRI BIS	$15,996
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) AGS	$15,996
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI Business Information Systems	$14,796
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	$14,796
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License ESRI Business Information Systems	$14,796
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License AGS	$14,796
	ArcGIS Business Analyst Extension-Developer Edition (no data)	$2,500
	Annual Maintenance (per license) for ArcGIS Business Analyst Extension-Developer Edition (no data)	$2,500
	ArcGIS Business Analyst Optional AGS Data Pack (only for the ArcGIS Business Analyst customer that has already purchased ArcGIS Business Analyst with the ESRI Business Information Systems data set)	$2,500
	Annual Maintenance for ArcGIS Business Analyst Optional AGS Data Pack	$2,500

Upgrade ArcGIS Business Analyst Single Use to Concurrent Use (Offered Only If On Maintenance) $1,200

Section	Description	Price
9	**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 Maintenance	$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 for use in analyzing data pertaining to Licensee's jurisdiction only	$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
	BusinessMAP 3.5	
	BusinessMAP 3.5	$349
	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 License	$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
	RouteMAP IMS Data Pack USA Maintenance for Additional CPU License	$500

Section	Description	Price
9	RouteMAP IMS Data Pack North American Server/CPU License	$9,500
	RouteMAP IMS Data Pack North American Additional CPU License	$500
	RouteMAP IMS Data Pack North American Maintenance for Server/CPU License	$3,000
	RouteMAP IMS Data Pack North American Maintenance for Additional CPU License	$500
10	**Other Software**	
	NetEngine	
	NetEngine Standard Developer Kit (incl. 1 Developer License and 10 Deployment Licenses)	$10,000
	NetEngine Internet Developer Kit (incl. 2 Developer Licenses and One Deployment License for One Server with Up to Two CPUs)	$6,000
	Additional NetEngine Server/CPU Deployment License (Up to 2 CPUs)	$4,800
	Additional NetEngine CPU Deployment License	$4,000
	Additional NetEngine Developer License	$2,000
	Annual Maintenance for NetEngine Standard Developer Kit	$2,000
	Annual Maintenance for NetEngine Internet Developer Kit	$2,000
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	$1,200
	Annual Maintenance for Additional NetEngine CPU Deployment License	$1,000
	Annual Maintenance for Additional NetEngine Developer License (each)	$500
	NetEngine Annual Renewal for Network Server Deployment License (Old Program)	$1,000
	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
	Production Line Tool Set	
	Production Line Tool Set Mapping Agency Solution	$10,000
	Annual Maintenance for Production Line Tool Set Mapping Agency Solution	$2,500
	Production Line Tool Set Nautical Solution	$10,000
	Annual Maintenance for Production Line Tool Set Nautical Solution	$2,500
	Production Line Tool Set Defense Solution	$10,000
	Annual Maintenance for Production Line Tool Set Defense Solution	$2,500
	Production Line Tool Set Aeronautical Solution	$10,000
	Annual Maintenance for Production Line Tool Set Aeronautical Solution	$2,500
	Production Tool Set Foundation	$5,000
	Annual Maintenance for Production Tool Set Foundation	$1,250
	GIS Data ReViewer	
	Production Line Tool Set Solutions GIS Data ReViewer	$2,500
	Annual Maintenance for Production Line Tool Set Solution GIS Data ReViewer	$625
	Map Production System (MPS) to Produce Topographic Line Maps (TLMs)	$2,500
	Annual Maintenance for Map Production System (MPS)	$625
	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
	ArcPad	
	ArcPad Single Use License	$396
	ArcPad Single Use License Technical Support	$295

Section	Description	Price
10	ArcPad Pay-As-You-Go Support (per incident)	$50
	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 GDT Dynamap Transportation Data	$119
	Ongoing Technical Support for ArcPad StreetMap with GDT Dynamap Transportation Data	$99
	Desktop Mapping Software	
	PC ARC/INFO	
	PC ARC/INFO Single Use License	$2,396
	PC ARC/INFO 4.0 Upgrade per License	$295
	PC ARC/INFO Desktop Maintenance (Twelve Months of Technical Support for One Authorized Contact)	$845
11	**Reserved**	
12	**ESRI Business Information Systems CommunityInfo**	
	National Datasets	
	CommunityInfo Economic Development License National Dataset	$4,400
	CommunityInfo Homeland Security License National Dataset	$4,400
	CommunityInfo Healthcare License National Dataset	$8,000
	CommunityInfo Financial Services License National Dataset	$8,000
	CommunityInfo Insurance License National Dataset	$8,000
	CommunityInfo Retail License National Dataset	$8,000
	CommunityInfo Restaurant License National Dataset	$8,000
	CommunityInfo Census License National Dataset	$1,000
	Single State Datasets	
	CommunityInfo Economic Development License Single State Dataset	$2,900
	CommunityInfo Homeland Security License Single State Dataset	$2,900
	CommunityInfo Healthcare License Single State Dataset	$5,300
	CommunityInfo Financial Services License Single State Dataset	$5,300
	CommunityInfo Insurance License Single State Dataset	$5,300
	CommunityInfo Retail License Single State Dataset	$5,300
	CommunityInfo Restaurant License Single State Dataset	$5,300
	CommunityInfo Census License Single State Dataset	$600
	Single MSA Datasets	
	CommunityInfo Economic Development License Single MSA Dataset	$1,400
	CommunityInfo Homeland Security License Single MSA Dataset	$1,400
	CommunityInfo Healthcare License Single MSA Dataset	$2,800
	CommunityInfo Financial Services License Single MSA Dataset	$2,800
	CommunityInfo Insurance License Single MSA Dataset	$2,800
	CommunityInfo Retail License Single MSA Dataset	$2,800
	CommunityInfo Restaurant License Single MSA Dataset	$2,800
	CommunityInfo Census License Single MSA Dataset	$360
	Single County Datasets	
	CommunityInfo Economic Development License Single County Dataset	$1,100
	CommunityInfo Homeland Security License Single County Dataset	$1,100
	CommunityInfo Healthcare License Single County Dataset	$2,000
	CommunityInfo Financial Services License Single County Dataset	$2,000

Section	Description	Price
12	CommunityInfo Insurance License Single County Dataset	$2,000
	CommunityInfo Retail License Single County Dataset	$2,000
	CommunityInfo Restaurant License Single County Dataset	$2,000
	CommunityInfo Census License Single County Dataset	$125
13	**Software Media Kits and Hardware Keys**	
	Additional Install Kit for ArcGIS (Parallel)	$400
	Additional Install Kit for ArcGIS (USB)	$400
	ArcInfo NT Hardware Key Slimline	$50
	NT USB Hardware Key	$50
14	**Developer Support Program**	
	ArcIMS Developers Priority Support	$1,495
	ArcIMS 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
	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
	Cross Product Plan Developers Priority Support	$2,000
	Annual Premium Support Services	$75,000
	Premium Support Services at an Hourly Rate--Minimum 36 Hours	$7,500
	Installation Services	
	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
	Training	
	ESRI Site Training per Student, per Day at ESRI Learning Centers (USA)	$425
	Client Site Training per Class, per Day (12 Students) at Client Locations (USA)	$3,325
15	**Virtual Campus**	
	Individual Courses	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	$25
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	$50
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	$75
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	$100
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	$125
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	$150
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	$175
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	$200
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	$225
	ESRI Virtual Campus Subscription Pricing	
	Education Subscriptions (for all Virtual Campus courses)	
	Annual Premium Subscription ($2,500 Virtual Campus Dollar Value)	$2,250
	Annual Premium Subscription ($5,000 Virtual Campus Dollar Value)	$4,250
	Annual Premium Subscription ($10,000 Virtual Campus Dollar Value)	$7,000
	Annual Premium Subscription ($50,000 Virtual Campus Dollar Value)	$30,000
	Annual Premium Subscription ($100,000 Virtual Campus Dollar Value)	$50,000

Section	Description	Price
15	Annual Standard Subscription ($2,500 Virtual Campus Dollar Value)	$2,125
	Annual Standard Subscription ($5,000 Virtual Campus Dollar Value)	$4,000
	Annual Standard Subscription ($10,000 Virtual Campus Dollar Value)	$6,000
	Annual Standard Subscription ($50,000 Virtual Campus Dollar Value)	$25,000
	Annual Standard Subscription ($100,000 Virtual Campus Dollar Value)	$40,000

ESRI Virtual Campus Web Workshop

ESRI Virtual Campus Web Workshop (per seat)	$30

ESRI Developer Network (EDN)

EDN Annual Subscription	$1,500
DSG Support (10 Calls)	$2,000
EDN Instructor Led Training	$2,000

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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. "Task Order" means a task order issued under this Addendum. (A sample task order form is attached as Attachment A.)

ii. "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.

iii. "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.

iv. "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.

v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a Task Order.

vi. "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").

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 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.

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.

ARTICLE 3—RESERVED

ARTICLE 4—PATENTS AND INVENTIONS

A. Ownership:

ESRI and Licensee agree that the Deliverables produced by ESRI under this Agreement are a "work made for hire" and related copyrights, trademarks, patents, inventions, trade secrets, confidential information are the property of Licensee. Licensee hereby grants ESRI a perpetual, worldwide, royalty-free license to the Generic Code, as defined below, to use, modify, reproduce, copy, and distribute, including the right to create derivative works.

Generic Code means software modules which include functionality which has general applicability to ESRI's user community, including software modules which incorporate Pre-existing Work, as defined below, or existing public or private domain programs, which aid ESRI in performing work under this Agreement. Generic Code does not include software modules that incorporate or use Licensee's confidential information.

B. Pre-Existing Work:

It is understood and agreed that ESRI may use its pre-existing proprietary intellectual property (the "Pre-Existing Work") in performing services or providing deliverables under this Agreement. If ESRI uses any such Pre-Existing Work and so notifies Licensee in writing prior to such delivery or performance, Licensee shall not acquire any proprietary rights to the Pre-Existing Work.

Notwithstanding the foregoing, and in consideration for the fees paid hereunder, ESRI hereby grants to Licensee a nonexclusive, worldwide license in the Pre-Existing Work to use, modify, reproduce and copy the Pre-Existing Work in connection with Licensee's internal business use of the Deliverables.

C. Programming and Design Techniques:

ESRI reserves the right to use, for any purpose, any programming methods, skills or techniques acquired or used by ESRI or its subcontractors in the performance of work associated with this Agreement. There shall be no restraint to ESRI, its employees, agents, or subcontractors in the use of the programming methods, techniques, skills of computer programming and design that may be acquired in the course of performance under this Agreement.

ARTICLE 5—OWNERSHIP, CONFIDENTIALITY, AND EXPORT CONTROLS

Except as specifically granted in this Addendum, 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, Licensee shall accept Deliverables as promptly as practicable after delivery, and Deliverables shall be deemed accepted thirty (30) days after delivery.

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 an open Task Order. If the parties agree to such changes and such changes cause an increase or decrease in the cost or time required to provide a Deliverable under any Task Order (regardless of whether the Deliverable 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 Task Orders
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 Task Orders
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—REQUIRED CORRECTIONS AND LIMITED WARRANTY

A. Correction of Deliverables and Warranty
1. For <u>Time and Materials Task Orders</u>: Not later than thirty (30) days after acceptance of a Deliverable, Licensee may require ESRI to correct or replace, at ESRI's option, Deliverables that at the time of delivery do not conform with the applicable written specifications included in, or delivered by ESRI pursuant to, the corresponding Task Order. Except as provided in the next paragraph of this Subsection A.1, the cost of replacement or correction shall be determined under the Time and Materials section of the Compensation; Invoices article of this Addendum.

    Not later than two (2) years after acceptance of a Deliverable, Licensee may require ESRI to correct or replace, without cost to the Licensee, nonconforming Deliverables, if the nonconformances are due to (i) fraud, lack of good faith, or

willful misconduct on the part of an employee at or above the ESRI Professional Services Department Manager level (collectively, "ESRI Manager") or (ii) the conduct of one or more of ESRI's employees selected or retained by ESRI after an ESRI Manager has reasonable grounds to believe that the employee is habitually careless or unqualified.

ESRI shall have no obligation or liability under this Agreement to correct Deliverables that were nonconforming at the time of delivery, except as provided in this Subsection A.1.

2. For <u>Firm Fixed Price Task Orders:</u> 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 the applicable written specifications that are included in, or delivered by ESRI pursuant to, the corresponding Task Order.

B. Disclaimer

1. THE REQUIRED CORRECTIONS AND WARRANTY SET FORTH IN SECTION "A" OF THIS ARTICLE ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND 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 ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES, 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 14—TAXES

Values specified in Task Orders are exclusive of 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 Addendum. 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:

Licensee: _____

_____

_____

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

ARTICLE 11—HIGH RISK ACTIVITIES

A. DELIVERABLES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE FOR USE FOR INSURANCE UNDERWRITING OR 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, TERRORISM PREVENTION OR 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 effective date of this Agreement.

B. Termination for Convenience
Licensee may terminate this Addendum or any 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 pro rata contract price for the Task Orders affected..

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 Addendum during the term of this Addendum 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.

ATTACHMENT A
SAMPLE TASK ORDER
ESRI Agreement No. 2004MPA4029
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement 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
(Licensee)   RESEARCH INSTITUTE, INC.
                                                  (ESRI)

Signature: _____   Signature: _____

Printed Name: _____   Printed Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Effective January 1, 2005

Hourly time and materials labor rates have been provided for each labor category for calendar year 2005. The hourly labor rates for services that are performed after 2005 may be escalated in an amount not to exceed seven and one-half percent (7.5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

ESRI reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours and/or are more than twenty-five thousand dollars ($25,000). Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percent complete.

Principal   **Hourly Rate: $287/Hour**

These staff members work as program directors or project advisors providing project vision, strategic consulting, and program management for all types of geographic information system (GIS) projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies to ensure the successful completion of a project. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These staff members work with senior client staff and have the support of senior ESRI corporate staff to ensure successful project completion.

Senior Consultant   **Hourly Rate: $217/Hour**

These staff members work as project managers or project advisors providing strategic consulting and program management for all types of GIS projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies to ensure the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and development, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. They design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules.

Consultant   **Hourly Rate: $172/Hour**

These staff members provide day-to-day consulting and management of contracted projects within ESRI. They work under the guidance of senior ESRI consulting staff and support the design and implementation of defined work plans. They provide traditional consulting services and design and management support to application development projects and database conversion projects. They conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using computer-aided software engineering (CASE) tools and entity-relationship (E-R) diagramming methodologies, design and develop software and database quality assurance/quality control (QA/QC) programs, and provide management oversight of daily technical activities. They work with senior consulting and technical staff to design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules. These staff members also work with ESRI administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior Technical Designer   **Hourly Rate: $224/Hour**

These staff members are the senior technical staff at ESRI. They provide the overall technical vision and system architecture for large complex systems. They ensure that sound software engineering principles and life cycle methodologies are applied to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including conducting design and code reviews. They may serve as the principal investigator in focused studies or research and development (R&D) projects. While staff members in this category have broad technical knowledge of GIS applications and related technologies, they also provide specific expertise in areas such as Internet

applications, data warehousing, spatial analysis, and modeling. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Technical Designer   **Hourly Rate: $181/Hour**

GIS system/software developers design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and ensure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They will perform detailed software design and detailed database conversion design and be directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Technical Analyst   **Hourly Rate: $141/Hour**

Staff members in this category work independently to perform software coding and write software documentation to design specifications developed by senior staff. They also design and implement data conversion procedures. These staff members also perform software and database quality control and are proficient in the coding of software and processing of digital databases. They are also proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Database Analyst   **Hourly Rate: $119/Hour**

These staff members provide database development support in creating cartographic and digital data products. Areas of expertise include performing data conversion, migration, and translation activities utilizing advanced processing techniques in ARC/INFO and/or ArcInfo software. In addition, these staff members design and implement efficient production tools and coordinate work flow with project personnel.

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.

CPAC PROJECT CHECKLIST

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE TEAM LEADER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED INCLUDING THE SUPPLEMENTAL CHECKLIST REQUIRED BY THE SPECIFIC CPAC TEAM. ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

PROJECT
Date: _4/5/05_   Contact Person: _Molly Mangan_
ID No (Spec, RX, Project). : _Mapping Services_ Tel: _4-4822_ Fax: _____ E-mail: _____
Department: _BIS_   Project Manager: _____
Bureau: _GIS Division_   Tel: _____ Fax: _____ E-mail: _____
Contract No (if known): _new contract_ Estimated Value $ _175,000 @ yr._
Project Title/Description: _Mapping Services_

SCOPE STATEMENT

_X_ attached is a detailed scope of services and/or specification

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR A TEAM TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE ALL TEAM SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT TEAM.

The following is a general description of what would be included in a Scope of Services or Specification:
A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

TYPE OF PROCUREMENT REQUESTED (check all that apply)
__Competitive Bid   __RFQ/RFP/RFS/RFI   _X_Sole Source**   _X_Term Agreement   __One Shot
__Mod/Amendment   __Time Extension   _X_Additional Funding   __Small Order   __S/O Emergency

FORMS
__F-25* (add line item)   __F-10* (special approvals)   __SSRB** (sole source approval)
__F-26* (new term agreement)   __RX (one-shot requisition)   __OBM Authorization
__F-27* (time extension)   __APRF (all purpose request form)
__F-29* (change vendor limit)
** Sole source requests must include vendor quotes/proposal and MBE/WBE compliance requirements

FUNDING
City: _X_Corporate   __Bond   __Enterprise   __Grant*   __Other_____
State: __IDOT/Transit __IDOT/Highway   __Grant*   __Other_____
Federal: __FHWA   __FTA   __FAA   __Grant*   __Other_____
Funding Strip(s): _05-100-06-2005-0149-0149_

* Attach copy of any applicable grant agreement terms and conditions

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TIME FRAME Date Needed: _By July 1, 2005_   Requested Contract Term (y/m/d): _term agreement w/ 3 yr extension option_

PRE BID/SUBMITTAL REQUIREMENTS
Requesting Pre Bid/Submittal Conference? __Yes _/_No   Requesting Conference be Mandatory? __Yes __No
Requesting Site Visit?   __Yes _/_No   Requesting Site Visit be Mandatory? __Yes __No

sole source request

Form Date: 01/16/2002   Page 1 of 4

CPAC PROJECT CHECKLIST

DELEGATE AGENCY SUPPLEMENTAL CHECKLIST
Required attachments:
Attach Scope of Services that includes the following information 1) Program background & objectives; 2) Type of services for which proposals are sought; 3) Location and time line for delivery of services; 4) Qualifications, skills, and/or experience necessary; 5) Special licenses or certifications required; 6) Evaluation process (if known).
Other Attachments (please submit all that apply)
1. Copy of grant application and/or grant agreement
2. Evidence of award authority (DAAC agenda with agency name highlighted; City Council ordinance with agency name highlighted; or OBM letter)
3. Modification information (Copy of Form F-8A; screen print of EPS AWDS table)

Does program require Executive Order 91-1 clearance?	__Yes __No
Is boilerplate from Law available or in production?	__Yes __No
Would your department benefit from technical assistance?	__Yes __No

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HARDWARE/SOFTWARE SUPPLEMENTAL CHECKLIST
X_ITSC (approved by BIS)

__OBM (approved by Budget form/memo)

Attach any documentation indicating any previous purchase activity to assist in the procurement process
__Grant document attached

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST
__ Detailed scope of services as described on page 1.
__ The Schedule of Compensation
__ Deliverables
__ Request for individual contract services (if applicable)
__ The appropriate EPS form
* If this is a Telecommunications/Utilities project, please also address the following:

Has the project been reviewed by DGS?   __Yes __No
Attach copy of DGS Recommendation; Reservation(s); or participate under current contract.
Does the project include software?   __Yes __No
         If yes, is signed ITSC form attached?   __Yes __No
Does the location involve:
         A public way?   __Yes __No
         Any concession in the City's facilities?   __Yes __No
Is it anticipated City Council approval of the project or contract will be required? __Yes __No

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