



Quotation # 20382775

Date: March 9, 2011

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
227 North Loop 1604 East, Ste 100
San Antonio, TX 78232-1260
Phone: (210) 499-1044 Fax: (210) 499-4112
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # Contract # 2006MPA4409

HIDALGO COUNTY
ELECTIONS DEPARTMENT
101 S. 10TH AVENUE
EDINBURG, TX 78539

ATTENTION: Veronica Lopez
PHONE: (956) 318-2570
FAX:

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 03/09/2011 To: 06/07/2011*

Material	Qty	Description	Unit Price	Total
93194	1	ArcGIS Publisher Single Use License	2,041.00	2,041.00
			Item Total:	2,041.00
			Subtotal:	2,041.00
			Sales Tax:	168.38
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$2,209.38

State of Texas DIR Contract# DIR-SDD-1637

The commercial list price for ArcGIS publisher is \$2,500

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Veronica Schindler	Email: vschindler@esri.com	Phone: (210) 499-1044 x8826
Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law. <i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i>		



Quotation # 20382775

Date: March 9, 2011

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
227 North Loop 1604 East, Ste 100
San Antonio, TX 78232-1260
Phone: (210) 499-1044 Fax: (210) 499-4112
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # Contract # 2006MPA4409

HIDALGO COUNTY
ELECTIONS DEPARTMENT
101 S. 10TH AVENUE
EDINBURG, TX 78539

ATTENTION: Veronica Lopez
PHONE: (956) 318-2570
FAX:

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 03/09/2011 To: 06/07/2011*

BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

This quotation is subject to the terms set forth herein and the terms of your agreement with Esri, if any, or as otherwise provided by Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal Government entities and prime contractors buying under GSA pricing/terms are subject to Esri's Federal Supply Schedule GS-35F-5086H. Acceptance is limited to terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer. All terms of this quotation as referenced above shall be incorporated into and are part of any further or additional agreement regarding Esri's software data, web services, training, services and maintenance.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue an invoice for the items included in the above quote in the amount of: \$ _____, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Veronica Schindler	Email: vschindler@esri.com	Phone: (210) 499-1044 x8826
Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law. <i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i>		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
VOLUME PRICING CONTRACT

(ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. {ESRI})

This **VOLUME PRICING CONTRACT** for the acquisition of Environmental Systems Research Institute, Inc. (ESRI) Software and related services is entered into between the State of Texas, acting by and through the Department of Information Resources with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Environmental Systems Research Institute, Inc. (ESRI), with its principal place of business at 380 New York Street, Redlands, CA 92373-8100.

1. Contract Scope and Term

This Contract sets forth the terms and conditions governing the acquisition of ESRI Software and related services. Terms used in this document shall have the meanings set forth below in Section 2, Definitions. This Contract is available for use by all Customers.

The term of this Contract shall be two (2) years commencing on the date of approval by the parties. Prior to expiration of the original term, the parties may renew this contract, upon approval of DIR, for up to two (2) optional one-year terms. Upon termination of this Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made by Customers prior to such termination.

2. Definitions

Terms used in this Contract shall have the following meanings:

- A. **DIR** - the Department of Information Resources
- B. **Customer** - any Texas State Agency as defined in §2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, §61.003), any state agency utilizing this contract through an Interagency Agreement with DIR authorized by Section 771.003, Texas Government Code, and local governments as defined in §2054.003, Texas Government Code.
- C. **Publisher** - Environmental Systems Research Institute, Inc. (ESRI)
- D. **Product** - any software application published by the Publisher.
- E. **Services** - any value-added service that the Publisher may perform as related to products available under this Contract. For example: professional services, installation, maintenance and product training.
- F. **State Contract Administrator** - the individual as appointed by DIR to administer this Contract on behalf of the State of Texas and the Customers.
- G. **Publisher Contract Administrator** - the individual as appointed by the Publisher to administer this Contract on behalf of the Publisher.
- H. **Administrative Fee** - the fee used to defray DIR's cost of negotiating, executing and administering this contract.
- J. **Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- K. **Information Resources Technology (Technologies)** As defined in Texas Government Code §2054.003.

- L. **Day** Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- M. **State** – refers to the State of Texas.
- N. **Software** – actual copy of, or any portion of, Publisher’s computer programs delivered on media including, but not limited to, beta, prerelease or restricted versions, or final release, inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied by Publisher.

3. **Entire Agreement and Order of Precedence**

This Contract; Appendix A, Standard Clauses for Texas DIR Contracts; Appendix B, ESRI License Agreement Number 2002MPA4409; Exhibit 1, Scope of Use; Appendix C, Implementation Services Terms and Conditions Addendum; and Appendix D, Pricing Index, including Time and Materials Rate Schedule; constitute the entire agreement between the parties hereto. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Exhibit 1, then Appendix C, and finally Appendix D. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto, with the approval of DIR.

The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, ESRI shall furnish a copy of such better offerings to DIR upon request. No additional term or condition of a purchase order issued by a Customer can weaken a term or condition of this Contract. In the event of a conflict between a Customer’s purchase order and this Contract, the Contract term shall control.

4. **Product and Service Offerings**

Products available under this Contract are set forth as any software application item published by the ESRI. Services include any value-added service that ESRI may perform as related to products available under this Contract.

A. **Products**

ESRI will maintain a product list including pricing, product descriptions, and product specifications for all products offered under this Contract. The product list may be updated at any time during the term of this Contract to incorporate product model changes or product upgrades, addition of new products, and removal of obsolete or discontinued products.

B. **Services**

Examples of service include, but are not limited to: professional services, installation, maintenance and product training. ESRI will maintain a list including pricing and descriptions for all services offered under this Contract. The services list may be updated at any time during the term of this Contract to incorporate changes (including possibly calendar year price increases, which said increase may not exceed the amount allowed by the percentage escalation identified per year in Appendix D) to the service offering.

Services provided for Customers hereunder shall be subject to a written description of the services and rates therefore which must be approved in writing by the Customer prior to

provision of the services by ESRI. ESRI expenses shall not be reimbursed unless such expenses are authorized in writing and in advance by the Customer.

Expenses, if any, reimbursed by DIR or the Customer hereunder shall be reasonable, necessary and approved in advance and in writing by the Customer. Reimbursement shall not exceed current State of Texas Travel Guidelines for State employees. Such rates for fiscal years 2002 and 2003 shall not exceed eighty dollars (\$80.00) per night for hotel expenses, thirty dollars (\$30.00) per day for meal expenses, and will not include reimbursements for tips and/or gratuities. Unless the Customer otherwise agrees in writing, reimbursement of airfare will not exceed the cost of coach class airfare.

5. Contract Administration

DIR and ESRI will each provide a Contract administrator to support this Contract. Information regarding the Contract administrators will be posted on the Internet web site designated for this Contract.

A. DIR Contract Administrator

DIR shall provide a Contract administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) advising DIR of ESRI's performance under the terms and conditions of this Contract, and iii) periodic verification of product pricing and monthly reports submitted by ESRI.

B. ESRI Contract Administrator

ESRI shall provide a dedicated Contract administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) facilitating dispute resolution between ESRI and a Customer, and iii) advising DIR of its performance under the terms and conditions of this Contract. DIR reserves the right to require a change in ESRI's then-current contract administrator if the assigned administrator is not, in the opinion of DIR, adequately serving the needs of the State.

6. Pricing

ESRI does not guarantee that Appendix D, Pricing Index, is in all cases the lowest pricing offered from ESRI to any governmental entity for the same product or service.

A. Customer Discount

Customer shall receive a discount from ESRI's List Price, which varies by software product, and this price is reflected in the Pricing Index as attached as Appendix D. Customer may negotiate more advantageous pricing for large volume software purchases. However, ESRI does not guarantee that such advantageous pricing can be granted.

B. DIR Administrative fee

The DIR administrative fee specified in Section 11, Reporting and Administrative Fees shall be broken out as a separate line item when pricing or invoice is provided to the Customer. ESRI agrees that any prices quoted to Customers under this Contract shall include the DIR Administrative Fee as a separate line item in addition to the Customer Price as established in the Pricing Index and ESRI shall then collect this Administrative Fee in a separate account payable to DIR on a monthly basis.

C. Shipping and Handling Fees

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

D. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 USC Secs. 4253(i) and (j).

E. Changes to Prices

ESRI may change the price of any product or service at any time, based upon changes to ESRI's List Price. Price decreases shall take effect automatically during this Contract term and ESRI shall pass all price decreases on to the Customer.

ESRI may make product model changes and add new products or product upgrades at any time and the pricing shall contain comparable price levels as called out in Pricing Index, Appendix D.

7. Order Processing and Payments

All Customer purchase orders will be placed directly with ESRI. Accurate purchase orders shall be effective and binding upon ESRI when placed in the mail or electronically transmitted prior to the termination of this Contract period.

Invoices shall be submitted by ESRI directly to the Customer. All payments for products and/or services purchased under this Contract and any provision of acceptance of such products and/or services shall be made to ESRI by the Customer.

Invoices must be timely and accurate. Each invoice must match Customer's order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's purchase order number or other pertinent information for verification of receipt of the order by the Customer.

Customer(s) shall comply with Chapter 2251, Texas Government Code, in making payments to ESRI. Payment under this contract shall not foreclose the right to recover wrongful payments.

8. Software Licensing Agreement

Customers purchasing software licenses under this Contract shall hold, use and operate such software subject to compliance with the ESRI License Agreement Number 2002MPA4409 set forth in Appendix B hereto. No changes to the License Agreement Terms and Conditions may be made unless previously agreed to between ESRI and DIR. Customers may not add, delete or alter any of the language in Appendix B. Publisher shall make the License Agreement terms and conditions available to all Customers at all times.

Compliance with the License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the License Agreement terms and conditions.

9. Internet Access to Contract and Pricing Information

Access by Customers to Contract terms and pricing information shall be made available and posted on the Internet. To that end, ESRI will be required host the complete Contract product and service offerings, including pricing, at ESRI's Internet site. Internet access to this information will be provided including all subsequent changes to the product and services offerings and pricing during the term of this Contract at no cost to DIR, the State, and Customers.

A. Accurate and Timely Contract Information

ESRI warrants and represents that Contract and related information will be accurately and completely posted, maintained and displayed in an objective and timely manner which renders it clearly distinguishable from other, non-Contract offerings at ESRI's web site. ESRI shall indemnify DIR, the State, and Customers for damages resulting from errors or inaccuracies in such information, or from any failure to maintain or timely post Contract information in accordance with this paragraph.

B. Price Data Retention and Compliance Checks

Periodic Compliance Checks of the information posted for this Contract on ESRI's web site will be conducted by DIR. Upon request by DIR, ESRI shall provide verifiable documentation that pricing listed upon this site is uniform with the Customer Discount as stated in Section 6A.

C. Web Site Changes

ESRI hereby consents to a link from the DIR web site to ESRI's web site in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide ESRI with subsequent notice of link termination or removal. ESRI shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

D. Use of Access Data Prohibited

If ESRI stores, collects or maintains data electronically as a condition of accessing State Contract information, such data shall only be used internally by ESRI for the purpose of implementing or marketing the State Contract, and shall not be disseminated to third parties or used for other marketing purposes. This Contract constitutes a public document under the laws of the State and ESRI shall not restrict access to the Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

E. Responsibility for Content

ESRI is solely responsible for administration, content, intellectual property rights, and all materials at ESRI's web site. ESRI is solely responsible for its actions and those of its agents, employees, ESRI agrees that neither ESRI nor any of the foregoing has any authority to act or speak on behalf of DIR or the State. DIR requires ESRI to list all information on the web site, such as: company name, address, contact information, phone and fax number, email address, State Vendor ID number, and other applicable information as deemed necessary by DIR. DIR also reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent this Contract.

10. Reporting and Administrative Fees

ESRI shall be responsible for reporting all products and services purchased under this Contract. The failure to file the monthly reports, subcontract reports, and pay the administrative fees on a

timely basis will constitute grounds for suspension or termination of the contract for cause. If ESRI submits three (3) consecutive monthly reports incorrectly, DIR reserves the right to suspend or terminate this contract for cause. ESRI's liability for any breach of this section is limited to the amount of administrative fees owed to DIR by ESRI.

DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of ESRI's applicable Contract books.

A. Detailed Monthly Report

ESRI shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under this Contract for the previous month period. Reports shall be submitted to the DIR Go DIRECT coordinator. Reports are due on the twentieth (20th) day of the close of the previous month period. It is the responsibility of ESRI to collect and compile all sales under this Contract and submit one (1) monthly report. The monthly report shall include the sales for the period, each Customer name, order date, ship date, description, part numbers, quantity, unit price, extended price, Customer purchase order number, contact name, Customer's complete billing address, and other information as required by DIR. Each line item sale must contain all information listed above or the report will be rejected and returned to the ESRI for correction.

B. DIR Administrative Fee

An administrative fee shall be paid by ESRI to DIR to defray the DIR costs of negotiating, executing, and administering this Contract. All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to ESRI. Any change in the administrative fee shall be incorporated in the price to the Customer.

ESRI will pay DIR, on the twentieth (20th) day of the close of the previous month period, a two percent (2%) administrative fee based on the dollar value of all sales to Customers pursuant to this Contract. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

11. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given on i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party.

If sent to the State:

Patrick W. Hogan
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Fax: (512) 475-4759
Email: patrick.hogan@dir.state.tx.us

If sent to the ESRI:

Gail Day, Contract Specialist
ESRI
380 New York Street
Redlands, CA 92373-8100
Phone: (909) 793-2853
Fax: (909) 307-3020
Email: gday@esri.com

12. Captions

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

13. Choice of Law

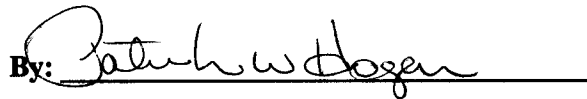
The law of the State of Texas shall govern the construction and interpretation of this Contract. Nothing herein shall be construed to waive the state's sovereign immunity.

IN WITNESS WHEREOF, the parties therefore hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties.

**Environmental Systems
Research Institute, Inc. (ESRI)**

**The State of Texas, acting by and through the
Department Of Information Resources**

By: 

By: 

Name: Laura Dangermond

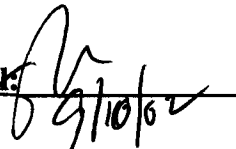
Name: Patrick W. Hogan

Title: Vice-President

Title: Director of Business Operations

Date: SEP 13 2002

Date: 9/10/02

Legal: 

APPENDIX A

**STANDARD CLAUSES
STATE OF TEXAS, DIR CONTRACTS**

TABLE OF CONTENTS

GENERAL

1. **Indemnification Clause**
2. **Non-Assignment Clause**
3. **No Quantity Guarantees**
4. **Confidentiality Clause**
5. **Publisher Certifications**
6. **Equal Opportunity Compliance**
7. **Technology Access Clause**
8. **Commodity Software**
9. **Records**
10. **Ability to Conduct Business in Texas**
11. **Quotation, Warranty, and Return Policies**
12. **Invalid Term or Condition**
13. **Enforcement of Contract and Dispute Resolution**
14. **Entireties**
15. **Modification of Contract Terms and/or Amendments**
16. **DIR Logo**
17. **Publisher Logo**
18. **Site Preparation**
19. **Training and Trade Show Participation**
20. **Use of Subcontractors**
21. **Force Majeure**
22. **Termination for Non-Appropriation**
23. **Termination for Convenience**
24. **Termination for Cause**
25. **Customer Rights Under Termination**
26. **Publisher Rights Under Termination**
27. **Survival**
28. **Handling of Written Complaints**

STANDARD CLAUSES FOR TEXAS DIR CONTRACTS

The parties to the attached Contract, amendment or other agreement of any kind (hereinafter, "this Contract") agree to be bound by the following clauses which are hereby made a part of this Contract.

1. **INDEMNIFICATION CLAUSE.** Publisher shall defend, indemnify, and hold harmless the State of Texas from and against any loss, liability, cost or expense, including reasonable attorneys' fees, which may be incurred by the State of Texas against any claims, actions, or demands by a third party alleging that the COTS software, and custom software infringes a U. S. patent, copyright, or trademark provided

- (a) The State of Texas promptly notifies Publisher in writing of the claim thereof;
- (b) Any Publisher defense of any actions and negotiations related to the defense or settlement of any claim must be coordinated with the Office of the Attorney General for the State of Texas;
- (c) The State of Texas cooperates fully in the defense of the claim.

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

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

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

2. **NON-ASSIGNMENT CLAUSE.** This Contract shall be entered into and be binding upon the successors of the parties. Publisher may not assign this Contract without the prior written consent of DIR. Any attempt to assign this Contract without the written consent of DIR is null and void.

3. **NO QUANTITY GUARANTEES.** This Contract is not exclusive to the named Publisher. Customers may obtain Information Resources Technologies from other sources during the Contract term. DIR makes no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Information Resources Technologies will be procured through the Contract.

4. **CONFIDENTIALITY CLAUSE.** Publisher acknowledges that DIR is a government agency subject to the Texas Public Information Act. Publisher also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

Under the terms of this Contract, DIR may provide Publisher with information related to Customers. Publisher shall comply with all State of Texas privacy policy guidelines, including, but not limited to, the requirement that Publisher shall not re-sell or otherwise distribute or release to any party in any manner DIR Customer information.

5. PUBLISHER CERTIFICATIONS.

Publisher certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §31.006 of the Texas Family Code and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Contract; (v) it is not ineligible to receive this Contract under § 2155.004, Texas Government Code; (vi) it is in compliance with §618.003, Texas Government Code; (vii) it will comply with §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of this Contract; and (viii) to the best of the Publisher's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting

the Publisher, which if determined adversely to the Publisher will have a material adverse effect on the ability of the Publisher to fulfill its obligations under this Contract.

6. EQUAL OPPORTUNITY COMPLIANCE.

Publisher agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Publisher agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Publisher under this Contract. If Publisher is found to be not in compliance with these requirements during the term of this Contract, Publisher agrees to take appropriate steps to correct these deficiencies. Upon request, Publisher will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

7. TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE. (Applicable to State Agency Purchases Only)

Publisher expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Publisher represents and warrants to DIR and each Customer purchasing products under this Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase "equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance. The sole remedy for breach of this warranty for commercial off the shelf software and services is return of the copy of the software for such visually impaired users and refund of the license fee paid for such copy.

8. COMMODITY SOFTWARE. Texas Government Code, §2157.068 requires State agencies to buy commodity software in accordance with contracts developed by DIR, unless the agency obtains a waiver from DIR. Publisher shall agree to coordinate all agency commodity software sales made pursuant to this Contract through existing DIR contracts, if available. Publisher represents it will not license through a signed or unsigned license agreement, volume licensing agreement or an order confirmation, the commodity software to state agencies unless the agency is able to provide a DIR granted waiver that the agency is able to purchase the commodity software outside the DIR Commodity Software contracts. The operating system software and institutions of higher education are not bound to this Code.

9. RECORDS. The Publisher shall maintain adequate records to establish compliance with this Contract until the later of a period of four years after termination of this Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under this Contract. Such records shall include identification of the procuring Customer, documentation of the Customer's ordering date, Customer Purchase Order number, order date of product or service, ship date or service delivery date, full invoice address, name of participating Publisher for the procurement, unit price, extended price, participating Publisher invoice number, record of procuring Customer payment and/or balance due, the calculations supporting each administrative fee owed DIR under this Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

Publisher shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this Contract to DIR, the compliance checks designated by DIR, including compliance checks of the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records which shall exclude overhead, general and administrative expense, and profit. Copies and printouts requested by DIR shall be provided by Publisher without charge. DIR shall provide Publisher ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Publisher's records. Publisher's records, whether paper or electronic, shall be made available during regular office hours. Publisher personnel familiar with the Publisher's books and records shall be available to DIR staff and designees as needed. Publisher shall provide adequate office space to DIR staff during the performance of Compliance Check.

If any inspection or Compliance Check performed hereunder reveals an aggregate overcharge to a Customer of .5% or greater, or an aggregate underpayment to DIR of its administrative fee of .5% or greater, then the cost of such Compliance Check or inspection, including, but not limited to, the salary and associated overhead of DIR staff performing the Compliance Check or inspection, shall be

reimbursed to DIR within thirty (30) days from receipt of an invoice from DIR reflecting the cost of the Compliance Check or inspection.

For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Publisher through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Publisher can demonstrate to DIR's satisfaction that Publisher's calculation of DIR's administrative fee is correct.

10. ABILITY TO CONDUCT BUSINESS IN TEXAS.

The Publisher is an entity authorized and validly existing under the laws of its state of organization, and is authorized to do business in the State of Texas. The Publisher is a "Qualified Information Systems Vendor" as defined in §2157.001, Texas Government Code. All computer networking products and services offered to Customers under this Contract are listed in Publisher's catalogue on file with the Texas Building and Procurement Commission.

11. QUOTATIONS, WARRANTY, AND RETURN POLICIES.

Publisher will adhere to their then-currently published policies concerning quotations, warranties, and return policies. Warranty and return policies for Customers will not be more restrictive or more costly than those warranty and return policies maintained by Publisher for other similarly situated Customers for like products or services.

12. INVALID TERM OR CONDITION. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

13. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION.

Publisher and DIR agree to the following (i) a party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used; (iii) the laws of the State of Texas shall govern this Contract; (iv) actions or proceedings arising from this Contract shall be heard in a court of competent jurisdiction in Travis County, Texas; and (v) nothing herein shall be construed to waive the State's sovereign immunity.

14. ENTIRETIES. The Contract supercedes all prior agreements, representations or promises, whether oral or written, made by the parties regarding the subject matter of this Contract.

15. MODIFICATION OF CONTRACT TERMS AND/OR AMENDMENTS.

The terms and conditions set forth in the Contract shall govern all transactions by Customers under this Contract. The Contract may only be modified or amended upon mutual agreement of DIR and

Publisher. Additional Customer terms and conditions, which do not conflict with the contract, may be added by a Purchase Order and given effect, subject to mutual consent between Customer and Publisher. For individual Purchase Orders, however, the Publisher may offer Customers more advantageous pricing and/or payment options than those set forth in the Contract. In such event, Publisher shall furnish a copy of such better offerings to DIR upon request.

16. DIR LOGO. Publisher may use the DIR logo in the promotion of this Contract to Customers with the following stipulations; (i) the logo may not be modified in any way; (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Publisher logo; (iii) the DIR logo is only used to communicate the availability of computer networking products and services under this Contract to Customers; and (iv) any other use of the DIR logo requires prior written permission from DIR.

17. PUBLISHER LOGO. DIR may use the Publisher's name and logo in the promotion of this Contract to communicate the availability of Products under this Contract to Customers. Use of the logo may be on the DIR Web Site or on printed materials. Any use of Publisher's Logo by DIR must comply with and be solely related to the purposes of this Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in this Contract will give DIR any right, title, or interest in or to Publisher's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Publisher.

18. SITE PREPARATION. Customer(s) shall prepare and maintain its site in accordance with written instructions furnished by Publisher(s) prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

19. TRAINING AND TRADE SHOW PARTICIPATION.

Publisher may be required to provide product overview training to DIR at no cost. The training will be held within the Austin, Texas area at times mutually acceptable to DIR and Publisher.

Publisher understands and agrees that it must participate by providing a manned booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR each calendar year at the Publisher's expense. Publisher must display the DIR logo at all trade shows. DIR reserves the right to approve or disapprove of the location of the use of the DIR logo in or on the Publisher's booth.

20. USE OF SUBCONTRACTORS. Publisher may subcontract installation, training, warranty, or maintenance services. However, Publisher shall remain solely responsible for the performance of its obligations under this Contract. If Publisher uses any subcontractors, Publisher shall satisfy DIR that it has complied and maintains compliance with the DIR HUB Subcontracting Plan.

21. **FORCE MAJEURE.** DIR, Customer, or Publisher may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Publisher will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

22. **TERMINATION FOR NON-APPROPRIATION.** Customer may terminate Purchase Orders and DIR may terminate this Contract if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Publisher will be provided ten (10) days written notice of intent to terminate.

23. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Contract, in whole or in part, by giving the other party thirty (30) days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Publisher will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

24. **TERMINATION FOR CAUSE.** Either DIR or Publisher may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this Contract or a Purchase Order arising hereunder. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to

cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this Contract. Customers hereunder have no power to terminate this Contract for default. Customer's rights are exclusively based on their Purchase Order.

25. **CUSTOMER RIGHTS UNDER TERMINATION.** In the event this Contract expires or is terminated for any reason, a Customer shall retain its rights under the Purchase Order issued with respect to all products or services ordered and accepted prior to the effective termination date.

26. **PUBLISHER RIGHTS UNDER TERMINATION.** In the event this Contract expires or is terminated for any reason, a Customer shall pay all amounts due for products or services ordered prior to the effective termination date and ultimately accepted.

27. **SURVIVAL.** All warranty and/or service agreements that were entered into between Publisher and a Customer under the terms and conditions of this Contract shall survive the termination of this Contract.

28. **HANDLING OF WRITTEN COMPLAINTS.** In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Matt Kelly
300 W. 15th Street, Suite 1300
Austin, TX 78701
(512) 936-6550, voice
(512) 475-4759, fax
Email: matt.kelly@dir.state.tx.us



GENERAL LICENSE TERMS AND CONDITIONS
(E200 2/02)
2002MPA4409

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

ARTICLE 1—DEFINITIONS

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

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

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

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

ARTICLE 3—GRANT OF LICENSE

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

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

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

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

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

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

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

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

4.2 Uses Not Permitted

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

ARTICLE 5—MAINTENANCE

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

ARTICLE 6—TERM AND TERMINATION

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

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

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

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

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

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

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

ARTICLE 8—LIMITATION OF LIABILITY

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

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

(INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR SOFTWARE, DATA, OR DOCUMENTATION PURSUANT TO THIS AGREEMENT.

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

ARTICLE 9—INFRINGEMENT INDEMNITY

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

- (a) Licensee promptly notifies ESRI in writing of the claim thereof;
- (b) Any ESRI defense of any actions and negotiations related to the defense or settlement of any claim must be coordinated with the Office of the Attorney General for the State of Texas; and
- (c) Licensee cooperates fully in the defense of the claim.

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

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

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

ARTICLE 10—GENERAL PROVISIONS

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

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

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

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

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

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

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

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

10.9 Survival of Terms—The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason. Nothing hereunder shall be construed to waive the State's sovereign immunity.

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

10.11 Governing Law, Arbitration —For disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used; the laws of the State of Texas shall govern this Contract; and nothing herein shall be construed to waive the State's sovereign immunity.

10.12 Other Terms and Conditions—Other terms and conditions are contained in DIR contract number DIR-VPC-03-004.



ESRI

**EXHIBIT 1
SCOPE OF USE
(E300 6/02)**

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

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

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

- 1 "Single use license" means a license must be dedicated for each computer or network access point that has use rights for the Software, Data, or Documentation. Licensee may make a second copy for Licensee's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one (1) time.
- 2 "Concurrent use license" means a license that permits execution of the Software on any computer on the network. The number of simultaneous/concurrent users may be controlled by a License Manager to access and use the Software, Data, or Documentation.
- 3 "Server license" means the serverside Software that resides on a per computer server basis and provides services to multiple users in a global client/server distributed computing environment.
- 4 "Organizational license" means the Software, Data, and/or Documentation may be used, reproduced, displayed, and redistributed for use by all users within the given licensed organization.
- 5 Node-locked license (UNIX only) is a dedicated license that allows the quantity of authorized network users to use the software concurrently on one (1) computer.
- 6 Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs. For example, if you order an ArcInfo extension, then that extension is also licensed for concurrent use.
- 7 Licensee may use the Software for Internet access provided that 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, or subscription fee, or similar means by utilization of the Software. ArcIMS Software administration tools may be copied and distributed throughout Licensee's organization, and Licensee may use ArcIMS for development on up to three (3) machines for each ArcIMS Server/CPU license. The ArcIMS license includes rights to deploy MapObjects applications on the Internet (or Intranet).
- 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 Developers shall not deploy or allow to be deployed the MO20.LIC or WEBLINK.LIC files or related updates. 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 Other restrictions notwithstanding, Licensee may redistribute commercial applications to its sublicensee(s) under 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.
- 13 Developers shall not deploy or allow to be deployed the MOLT20.LIC file or related updates. Redistribution of MapObjects LT components is on a royalty-free basis. Developers must attribute as follows: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
- 14 Subject to an annual renewal fee.
- 15 Licensee may only use this technology in conjunction with a custom software application developed by ESRI Professional Services.
- 16 For ESRI branded Data, unless there is a statement to the contrary in the metadata, Licensee may use, copy, reproduce, publish, publicly display, or redistribute map images derived from the Data in hard-copy or static, electronic formats (i.e., .gif, .jpeg, etc.), provided that Licensee affixes an attribution statement to the map images acknowledging ESRI or its licensors as the source of the portion(s) of the Data displayed, printed, or plotted. For third-party branded Data, the right to use, reproduce, and redistribute shall be subject to the third-party Data vendor's data license agreement.
- 17 The Standard Deployment License is per application. For MapObjects—Windows Edition, Internet or Intranet Deployment requires an ArcIMS Internet Deployment License. For MapObjects—Java Standard Edition, Internet or Intranet Deployments requires a MapObjects Internet Deployment license or licensing your hardware configuration for Internet use. Except for ArcIMS licenses, one (1) Internet Deployment license is required for each server and CPU that run Web mapping applications built with MapObjects—Windows Edition.
- 18 The MapObjects—Java Standard Edition contains two (2) Java Archive (JAR) files that implement the following ESRI certificated files: (1) "esri_mo10.jar," and (2) esri_mo10res.jar." Developers may remove, replace, or add documents and components to those Archive Files ("re-jar") provided any certificate placed on the modified "re-jarred" files cannot reference ESRI as a source of trusted content. In addition to any other rights and restrictions in the Agreement, Licensee may use the MapObjects—Java Standard Edition on a single computer:
- (a) To 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. Redistribution of the applet(s) is not allowed; and
 - (b) To build standalone Java Applications. Licensee may reproduce and deploy the Java class ESRI certificated libraries (esri_mo10.jar, and esri_mo10res.jar) as an integral part of Licensee's application(s); and
 - (c) To distribute pursuant to a written deployment license provided: (1) Licensee distributes the applet(s) as an integral part of Licensee's Web pages, and distributes the Java class libraries (esri_mo10.jar, and esri_mo10res.jar) only as an integral part of Licensee's standalone Java application(s); (2) Licensee's Web pages or software application(s) are targeted at end-users, and not as a development tool; (3) Licensee does not use ESRI's name, logo, or trademark to market Licensee's Web pages or application(s); and (4) Licensee includes a valid Licensee copyright notice on Licensee's Web pages and software application(s).
- 19 ArcSDE for Coverages is licensed only in conjunction with concurrent use licenses of ArcView, ArcEditor, ArcInfo, ArcSDE Server, or ArcIMS Software. Licensee may use the ArcSDE for Coverages subject to this Agreement. ArcSDE for Coverages is not licensed separately, but may be distributed separately.
- 20 The Standard Deployment License is per application. An application upgrade is not a redeployment, as long as it uses the same major revision of ArcGIS Schematics SDK.

General Notes:

- A. Use of ESRI Software, Data, or Documentation in a commercial Application Service Provider (ASP) business model is subject to execution of a written ASP license agreement and the payment of the appropriate additional license fees. For purposes of this Agreement, a commercial ASP means a Licensee who uses ESRI Software, and who operates the site or the service for a profit, and generates revenue by charging for access to the site or service (by selling data, pay-per-view, subscription fee, or similar means).
- B. Except for the ASP License grant described above, ESRI does not permit a Licensee to make the ESRI Software, Data, or Documentation available to third parties for remote geoprocessing or on a global server for access by foreign affiliates or other third parties.

ESRI, ArcGIS, ArcReader, ArcEditor, ArcInfo, ArcSDE, ArcIMS, ArcMap, RouteMAP, ArcView, ArcLogistics, PC ARC/INFO, MOLE, BusinessMAP, ArcPad, MapObjects, ArcExplorer, NetEngine, and StreetEditor are trademarks, registered trademarks, or service marks of ESRI in the United States, the European Community, or certain other jurisdictions.



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

**IMPLEMENTATION SERVICES
TERMS AND CONDITIONS ADDENDUM**

WARRANTY: ESRI warrants that for a period of thirty (30) days after acceptance of a deliverable that the deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with applicable written specifications included in the corresponding task or delivered to Licensee pursuant to this Addendum.

Disclaimer

1. THE WARRANTY SET FORTH IS IN LIEU OF, AND THIS ADDENDUM EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (a) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (b) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, OR SYSTEM INTEGRATION.
2. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY 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.

LIMITATION OF LIABILITY: In no event shall ESRI be liable to Licensee for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or related to, this Addendum, even if it has been advised of the possibility of such damages. ESRI's liability for direct damages shall in no event exceed the amount actually paid by the Licensee for the portion of the professional services involved.

NONHIRE OF CONTRACTOR PERSONNEL: It is hereby mutually agreed that Licensee will not solicit for hire any employee(s) of ESRI's technical staff, who is (are) associated with efforts called for under this effort, for a period of one (1) year thereafter.

COMPENSATION: Services are provided and invoiced on a time and materials basis in accordance with the not-to-exceed total cost. Labor is invoiced based on actual hours provided. For services provided beyond the date the quote is effective or delivered in a new calendar year, ESRI reserves the right to increase the labor rates up to seven and one-half percent (7.5%) per year. All travel shall be reimbursed at the State of Texas reimbursement rate for state employee travel. Meals are invoiced on a per diem basis not to exceed the State of Texas reimbursement rates for state employee travel. The client will be invoiced on a monthly basis for work provided in the previous month. Payment terms are thirty (30) days from receipt of an invoice. Payment shall be made to the address identified on original ESRI invoices. Payments are subject to Chapter 2251, Texas Government Code.

TAXES: Services provided are quoted exclusive of all state; local; value-added or other taxes, customs, or duties; or other charges (other than income taxes payable by ESRI). In the event such taxes and/or charges become applicable to ESRI's services, applications, or data, Licensee shall pay any such applicable tax upon receipt of written notice that such tax(es) is/are due. ESRI acknowledges that Licensee is a tax-exempt entity.

UCC INAPPLICABILITY: Services and/or custom programs provided under an order will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

LICENSE GRANT: Subject to the terms and conditions set forth in this Addendum, ESRI hereby grants to Licensee a nonexclusive, royalty-free, worldwide license in the deliverables to use and reproduce the deliverables in connection with Licensee's authorized use of the ESRI® software for support of which the deliverables were supplied.

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

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

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

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

Where only one (1) party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

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

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

All Inventions made by Inventors during performance of tasks and activities ordered under this Addendum will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the performance of such order.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld.

CONFIDENTIALITY AND EXPORT CONTROLS: Unless otherwise agreed to in writing, the deliverables are ESRI confidential and Licensee shall preserve and protect their confidentiality. Licensee shall have met its obligations if disclosure of deliverables is limited to deliverables in object code or executable code format; provided that the means for reverse engineering, decompiling, or disassembling the code is withheld from such disclosure, and the person or entity in receipt of such code agrees not to perform such acts, or allow others to do so, except to the extent permitted by law.

ESRI is a trademark of ESRI, registered in the United States and certain other countries; registration is pending in the European Community.

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 to allow Licensee to use the Software or Data as authorized by this Agreement, 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 clause 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 (a) was in Licensee's possession before receipt from ESRI; (b) is or becomes a matter of public knowledge through no fault of Licensee; (c) is rightfully disclosed by a third party without a duty of confidentiality; (d) is disclosed by ESRI to a third party without a duty of confidentiality; (e) is independently developed by Licensee; or (f) is required to be disclosed under operation of law.

ORDER OF PRECEDENCE: These terms and conditions supersede those outlined in any Licensee ordering or authorizing documents such as purchase orders. Any additional terms or conditions in Licensee ordering or authorizing documents must be incorporated into the Addendum via written amendment to be binding.

DIR Contract No. DIR-VPC-03-004
Appendix D - Pricing Index (2002MPA4409)

Section	List Price \$	DIR Price \$
1.1 ArcGIS Concurrent Use Licenses		
ArcInfo 8.1 or 8.2 Concurrent Use License	\$9,900	\$7,100
ArcInfo 8.1 or 8.2 Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000	\$3,000
ArcInfo 8.1 or 8.2 Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200	\$1,200
ArcEditor Concurrent Use License	\$7,000	\$5,600
ArcView 8.x Concurrent Use License	\$3,500	\$2,800
ArcGIS Spatial Analyst Concurrent Use License	\$2,500	\$2,000
ArcGIS 3D Analyst Concurrent Use License	\$2,500	\$2,000
ArcGIS Geostatistical Analyst Concurrent Use License	\$2,500	\$2,000
ArcGIS Survey Analyst Concurrent Use License	\$2,500	\$2,000
ArcGIS Tracking Analyst Concurrent Use License	\$2,500	\$2,000
Maplex for ArcGIS Concurrent Use License	\$2,500	\$2,000
ArcPress for ArcGIS Concurrent Use License	\$1,400	\$1,120
ArcGIS StreetMap USA Concurrent Use License (U.S. data)	\$500	\$400
MrSID Encoder for ArcGIS Concurrent Use License	\$1,500	\$1,200
Primary Maintenance for ArcEditor Concurrent Use License	\$1,500	\$1,500
Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200	\$1,200
Primary Maintenance for ArcView 8.x Concurrent Use License	\$700	\$700
Secondary Maintenance for ArcView 8.x Concurrent Use License	\$500	\$500
Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500	\$500
Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200	\$200
Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500	\$500
Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200	\$200
Primary Maintenance for Geostatistical Analyst Concurrent Use License	\$500	\$500
Secondary Maintenance for Geostatistical Analyst Concurrent Use License	\$200	\$200
Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500	\$500
Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200	\$200
Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500	\$500
Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200	\$200
Primary Maintenance for Maplex for ArcGIS Concurrent Use License	\$500	\$500
Secondary Maintenance for Maplex for ArcGIS Concurrent Use License	\$200	\$200
Maintenance for ArcPress for ArcGIS Concurrent Use License	\$200	\$200
1.2 ArcGIS Single Use Licenses		
ArcView 8.x Single Use License	\$1,500	\$1,080
ArcGIS Spatial Analyst Single Use License	\$2,500	\$2,000
ArcGIS 3D Analyst Single Use License	\$2,500	\$2,000
Geostatistical Analyst Single Use License	\$2,500	\$2,000
ArcGIS Survey Analyst Single Use License	\$2,500	\$2,000
ArcGIS Tracking Analyst Single Use License	\$2,500	\$2,000
Maplex for ArcGIS Single Use License	\$2,500	\$2,000
ArcPress for ArcGIS Single Use License	\$300	\$240
ArcGIS StreetMap USA Single Use License (U.S. data)	\$500	\$400
MrSID Encoder for ArcGIS Single Use License	\$1,500	\$1,200
Primary Maintenance for ArcView 8.x Single Use License	\$500	\$500
Secondary Maintenance for ArcView 8.x Single Use License	\$300	\$300
Primary Maintenance for ArcGIS Spatial Analyst Single Use License	\$500	\$500
Secondary Maintenance for ArcGIS Spatial Analyst Single Use License	\$200	\$200
Primary Maintenance for ArcGIS 3D Analyst Single Use License	\$500	\$500
Secondary Maintenance for ArcGIS 3D Analyst Single Use License	\$200	\$200
Primary Maintenance for Geostatistical Analyst Single Use License	\$500	\$500
Secondary Maintenance for Geostatistical Analyst Single Use License	\$200	\$200
Primary Maintenance for ArcGIS Survey Analyst Single Use License	\$500	\$500
Secondary Maintenance for ArcGIS Survey Analyst Single Use License	\$200	\$200
Primary Maintenance for ArcGIS Tracking Analyst Single Use License	\$500	\$500
Secondary Maintenance for ArcGIS Tracking Analyst Single Use License	\$200	\$200
Primary Maintenance for Maplex for ArcGIS Single Use License	\$500	\$500
Secondary Maintenance for Maplex for ArcGIS Single Use License	\$200	\$200

1.3 ArcGIS Upgrades		
ArcView GIS 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Single Use License	\$600	\$600
ArcView GIS 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Concurrent Use License	\$2,600	\$2,080
ArcView GIS 2.x or 3.x for UNIX Upgrade to ArcView 8.x Single Use License-Windows	\$600	\$600
ArcView GIS 2.x or 3.x for UNIX Upgrade to ArcView 8.x Concurrent Use License	\$600	\$600
ArcView 8.x Single Use License to ArcView 8.x Concurrent Use License Upgrade	\$2,000	\$1,600
10-Pack ArcView GIS 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Single Use License	\$5,100	\$5,100
10-Pack ArcView GIS 2.x or 3.x for UNIX Upgrade to ArcView 8.x Single Use License-Windows or Mac	\$5,100	\$5,100
10-Pack ArcView GIS 2.x or 3.x for UNIX Upgrade to ArcView 8.x Concurrent Use License	\$5,100	\$5,100
ArcView Spatial Analyst Upgrade to ArcGIS Spatial Analyst Concurrent Use License	\$600	\$600
ArcView 3D Analyst Upgrade to ArcGIS 3D Analyst Concurrent Use License	\$600	\$600
ArcPress for ArcView Upgrade to ArcPress for ArcGIS Concurrent Use License	\$1,300	\$1,000
ArcView StreetMap 1.x Upgrade to ArcGIS StreetMap 8.x Single Use License	\$250	\$250
ArcView StreetMap 1.x Upgrade to ArcGIS StreetMap 8.x Concurrent Use License	\$250	\$250
ArcView Spatial Analyst Upgrade to ArcGIS Spatial Analyst Single Use License	\$600	\$600
ArcView 3D Analyst Upgrade to ArcGIS 3D Analyst Single Use License	\$600	\$600
ArcPress for ArcView Upgrade to ArcPress for ArcGIS Single Use License	\$100	\$100
ArcPress for ArcGIS Single Use Upgrade to ArcPress for ArcGIS Concurrent Use License	\$1,100	\$880
1.4 ArcInfo 7.x or 8.0.x Software—UNIX/Windows NT		
ArcInfo 7.x or 8.0.x Floating License	\$9,900	\$7,100
ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000	\$3,000
ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,200	\$1,200
ArcInfo 7.x or 8.0.x Extension Floating License (each) (ARC NETWORK, ARC COGO, or ArcScan)	\$2,500	\$2,000
ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$500	\$500
ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (Secondary 2–10, 12–20...)	\$200	\$200
ArcInfo 7.x or 8.0.x Node Locked 3-Pak License	\$16,250	\$11,200
ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000	\$4,000
ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600	\$1,600
ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License (each) (ARC NETWORK, ARC COGO, ARC TIN, ARC GRID, or ArcScan)	\$3,300	\$2,750
ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$1,100	\$1,100
ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (Secondary 2–10, 12–20...)	\$440	\$440
Other ArcInfo 7.x or 8.0.x Licenses—UNIX/Windows NT		
ArcPress for ArcInfo Floating Seat	\$1,400	\$1,150
ArcPress for ArcInfo Floating Seat Annual Maintenance	\$200	\$200
1.5 ArcGIS Publisher Concurrent or Single Use License		
ArcGIS Publisher Primary Maintenance	\$500	\$500
ArcGIS Publisher Secondary Maintenance	\$200	\$200
2 ArcView GIS 3.x and Extensions		
2.1(a) UNIX		
ArcView GIS 3.x for UNIX Single User Licenses Qty. 1-5 (each)	\$2,195	\$1,756
ArcView GIS 3.x for UNIX Single User Licenses Qty. 6-25 (each)	\$1,976	\$1,581
ArcView GIS 3.x for UNIX Single User Licenses Qty. 26+ (each)	\$1,756	\$1,405
ArcView GIS 3.x for UNIX Multi License 10 Pack	\$18,658	\$14,707
ArcView GIS 3.x for UNIX Primary Maintenance	\$700	\$700
ArcView GIS 3.x for UNIX Secondary Maintenance	\$500	\$500
Upgrade for ArcView GIS 3.2 for UNIX Licenses to ArcView GIS 3.3	\$99	\$99
Upgrade for ArcView GIS 3.1 for UNIX Licenses to ArcView GIS 3.3	\$495	\$495
Upgrade for ArcView GIS 3.0 for UNIX Licenses to ArcView GIS 3.3	\$495	\$495
Upgrade for ArcView GIS 2.x for UNIX Licenses to ArcView GIS 3.3	\$495	\$495
Transfer of ArcView GIS 3.x for UNIX to ArcView GIS 3.x for Windows/Windows NT	\$500	\$500
ArcView Network Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,495	\$2,246
ArcView Network Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,246	\$2,121
ArcView Network Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$1,996	\$1,871
ArcView Network Analyst Extension for UNIX Multi License 10 Pack	\$21,208	\$19,960
ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500	\$500
ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200	\$200
ArcView Tracking Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,495	\$2,246
ArcView Tracking Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,246	\$2,121
ArcView Tracking Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$1,996	\$1,871
ArcView Tracking Analyst Extension for UNIX Multi License 10 Pack	\$21,208	\$19,960
ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500	\$500
ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200	\$200
ArcView Spatial Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,995	\$2,696

	ArcView Spatial Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,696	\$2,546
	ArcView Spatial Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$2,396	\$2,246
	ArcView Spatial Analyst Extension for UNIX Multi License 10 Pack	\$25,458	\$23,960
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500	\$500
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200	\$200
	ArcView 3D Analyst Extension for UNIX Single User Licenses Qty. 1-5 (each)	\$2,995	\$2,696
	ArcView 3D Analyst Extension for UNIX Single User Licenses Qty. 6-25 (each)	\$2,696	\$2,546
	ArcView 3D Analyst Extension for UNIX Single User Licenses Qty. 26+ (each)	\$2,396	\$2,246
	ArcView 3D Analyst Extension for UNIX Multi License 10 Pack	\$25,458	\$23,960
	ArcView 3D Analyst Extension for Unix License Primary Maintenance	\$500	\$500
	ArcView 3D Analyst Extension for Unix License Secondary Maintenance	\$200	\$200
2.1(b)	Windows/Windows NT		
	ArcView GIS 3.x for Windows/Windows NT Single User Licenses Qty.(each seat)	\$1,195	\$890
	ArcView GIS 3.x for Windows/Windows NT Multi License 10 Pack	\$10,158	\$8,007
	ArcView GIS 3.x for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView GIS 3.x for Windows/Windows NT License Secondary Maintenance	\$300	\$300
	Upgrade for ArcView GIS 3.2 for Windows Licenses to ArcView GIS 3.3	\$99	\$99
	Upgrade for ArcView GIS 3.1 for Windows Licenses to ArcView GIS 3.3	\$395	\$395
	Upgrade for ArcView GIS 3.0 for Windows Licenses to ArcView GIS 3.3	\$395	\$395
	Upgrade for ArcView GIS 2.x for Windows Licenses to ArcView GIS 3.3	\$395	\$395
	ArcView Network Analyst Extension for Windows/Windows NT Licenses Qty. 1-5 (each)	\$1,495	\$1,346
	ArcView Network Analyst Extension for Windows/Windows NT Licenses Qty. 6-25 (each)	\$1,346	\$1,271
	ArcView Network Analyst Extension for Windows/Windows NT Licenses Qty. 26+ (each)	\$1,196	\$1,121
	ArcView Network Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$12,708	\$11,960
	ArcView Network Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView Network Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200	\$200
	ArcView Tracking Analyst Extension for Windows/Windows NT Licenses Qty. 1-5 (each)	\$1,495	\$1,346
	ArcView Tracking Analyst Extension for Windows/Windows NT Licenses Qty. 6-25 (each)	\$1,346	\$1,271
	ArcView Tracking Analyst Extension for Windows/Windows NT Licenses Qty. 26+ (each)	\$1,196	\$1,121
	ArcView Tracking Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$12,708	\$11,960
	ArcView Tracking Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView Tracking Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200	\$200
	ArcView Spatial Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 1-5 (each)	\$2,495	\$2,246
	ArcView Spatial Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 6-25 (each)	\$2,246	\$2,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 26+ (each)	\$1,996	\$1,871
	ArcView Spatial Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$21,208	\$19,960
	ArcView Spatial Analyst Upgrade 1.x to 2 for Windows/Windows NT	\$695	\$695
	ArcView Spatial Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView Spatial Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200	\$200
	ArcView 3D Analyst Extension for Windows/Windows NT Single-User Licenses Qty. 1-5 (each)	\$2,495	\$2,246
	ArcView 3D Analyst Extension for Windows/Windows NT Single User Licenses Qty. 6-25 (each)	\$2,246	\$2,121
	ArcView 3D Analyst Extension for Windows/Windows NT Single User Licenses Qty. 26+ (each)	\$1,996	\$1,871
	ArcView 3D Analyst Extension for Windows/Windows NT Multi License 10 Pack	\$21,208	\$19,960
	ArcView 3D Analyst Extension for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView 3D Analyst Extension for Windows/Windows NT License Secondary Maintenance	\$200	\$200
	ArcView Image Analysis Extension for Windows/Windows NT Single User Licenses Qty. 1-5 (each)	\$2,495	\$2,246
	ArcView Image Analysis Extension for Windows/Windows NT Single User Licenses Qty. 6-25 (each)	\$2,246	\$2,121
	ArcView Image Analysis Extension for Windows/Windows NT Single User Licenses Qty. 26+ (each)	\$1,996	\$1,871
	ArcView Image Analysis Extension for Windows/Windows NT Multi License 10 Pack	\$21,208	\$19,960
	ArcView Image Analysis Extension for Windows/Windows NT License Primary Maintenance	\$500	\$500
	ArcView Image Analysis Extension for Windows/Windows NT License Secondary Maintenance	\$200	\$200
	Upgrade ArcView Image Analysis 1 to 1.1	\$199	\$199
2.2	ArcView StreetMap and StreetMap 2000		
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$495	\$495
	Upgrade ArcView StreetMap 1 to 1.1 for Windows/Windows NT (U.S. data)	\$250	\$250
	ArcView StreetMap 2000 (U.S. data)	\$9,995	\$8,995
	ArcView StreetMap 2000 Annual Upgrade Subscription (U.S. data)	\$4,998	\$4,498
	Upgrade ArcView StreetMap 2000 1 to 1.1 (U.S. data)	\$5,500	\$5,500
2.3	ArcView Business Analyst (U.S. data)		
	ArcView Business Analyst License (U.S. data)	\$11,995	\$9,595
	ArcView Business Analyst Extension Pack License (U.S. data)	\$9,295	\$7,435
	ArcView Business Analyst State Government License (U.S. data)	\$11,995	\$9,595
	ArcView Business Analyst Extension Pack State Government License (U.S. data)	\$9,295	\$7,435
	ArcView Business Analyst Local Government License (U.S. data)	\$7,995	\$7,995

ArcView Business Analyst Extension Pack Local Government License (U.S. data)	\$6,995	\$6,995
Upgrade ArcView Business Analyst 1 or 1.1 to 1.1a per License (U.S. data)	\$4,500	\$4,500
Upgrade ArcView Business Analyst Extension Pack 1.1a per License (U.S. data)	\$3,500	\$3,500
ArcView Business Analyst Extension Maintenance (per License/Seat) (U.S. data)	\$4,000	\$4,000
ArcView Business Analyst Extension Pack Maintenance (per License/Seat) (U.S. data)	\$3,000	\$3,000
ArcView Business Analyst State Government Maintenance (per License/Seat)	\$3,200	\$3,200
ArcView Business Analyst State Government Extension Pack Maintenance (per License/Seat)	\$2,400	\$2,400
ArcView Business Analyst Local Government Maintenance (per License/Seat)	\$4,000	\$4,000
ArcView Business Analyst Local Government Extension Pack Maintenance (per License/Seat)	\$3,000	\$3,000
2.4 ArcPress for ArcView		
ArcPress for ArcView UNIX License	\$295	\$295
ArcPress for ArcView Windows/Windows NT License	\$295	\$295
3 MapObjects		
MapObjects Windows Edition Developer Kit (includes MapObjects-Windows Edition and 50 Deployments)	\$5,000	\$4,000
MapObjects-Java Standard Edition Developer Kit (includes MapObjects-Java Standard Edition and 50 Deployments)	\$5,000	\$4,000
Additional MapObjects Windows Edition Developer License	\$1,000	\$800
Additional MapObjects Java Standard Edition Developer License	\$1,000	\$800
25-Pak Additional MapObjects-Windows Edition Deployments	\$2,500	\$2,000
25-Pak Additional MapObjects-Java Standard Edition Deployments	\$2,500	\$2,000
Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$1,000	\$1,000
MapObjects-Windows Limited Deployment Site License Kit	\$20,000	\$16,000
MapObjects-Java Limited Deployment Site License Kit	\$20,000	\$16,000
MapObjects-Windows Edition Developer Kit Maintenance Fee	\$1,000	\$1,000
MapObjects-Java Standard Edition Developer Kit Maintenance Fee	\$2,000	\$2,000
Additional MapObjects-Windows Edition Developer Licenses Maintenance Fee	\$200	\$200
Additional MapObjects-Java Standard Edition Developer Licenses Maintenance Fee	\$200	\$200
MapObjects-Windows Limited Deployment Site License Kit Maintenance Fee	\$3,000	\$3,000
MapObjects-Java Limited Deployment Site License Kit Maintenance Fee	\$4,000	\$4,000
Upgrade MapObjects Windows Edition 1.x to MapObjects 2.1 Development License	\$1,000	\$795
Upgrade MapObjects Windows Edition 2 to MapObjects Windows Edition 2.1 Development License	\$700	\$595
Upgrade for MapObjects Windows Edition 1.x Deployment License 10 Pack	\$1,000	\$1,000
MapObjects LT 2 License	\$1,000	\$1,000
3.8 MapObjects Windows Edition StreetMap Developers Kit (1 Development License and 50 Deployment Licenses)	\$595	\$595
Additional MapObjects Windows Edition StreetMap Deployments 25 Pack	\$50	\$50
Additional MapObjects Windows Edition StreetMap Development License	\$495	\$495
4 ArcSDE and SDE		
4.1 ArcSDE Installation Kit	\$400	\$320
4.2 ArcSDE 8 and SDE 3 Server and Processor License ArcSDE 8 Bundle (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses	\$10,000	\$8,000
SDE 3 Bundle (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses, 1 MapObjects Developer License, and 1 ArcView Single User License)	\$10,000	\$8,000
ArcSDE 8 or SDE 3 License for One Additional Processor	\$2,500	\$2,000
ArcSDE 8/SDE 3 Read and Write Server Connection License	\$1,000	\$800
ArcSDE 8/SDE 3 Read-Only Server Connection License	\$500	\$400
Primary Maintenance for ArcSDE 8 or SDE 3, 1 Server, 5 Connects	\$3,600	\$3,600
Secondary Maintenance for ArcSDE 8 or SDE 3 Server	\$1,500	\$1,500
Maintenance for ArcSDE 8 or SDE 3 Server License with 2 CPUs	\$3,000	\$3,000
Maintenance for ArcSDE 8 or SDE 3 Additional Processor License	\$500	\$500
Maintenance for ArcSDE 8/SDE 3 Read and Write Server Connection License	\$150	\$150
Maintenance for ArcSDE 8/SDE 3 Read-Only Server Connections License	\$150	\$150
5 ArcIMS		
5.1 ArcIMS Standard Edition Server/CPU License	\$7,500	\$6,000
ArcIMS Standard Edition Additional CPU License	\$5,000	\$4,000
ArcIMS Standard Edition Server/CPU Annual Maintenance Fee	\$1,500	\$1,500
ArcIMS Standard Edition Additional CPU Annual Maintenance Fee	\$1,000	\$1,000
5.2 ArcIMS Route Server License for one Server/CPU	\$3,000	\$2,400
Annual Maintenance Fee for ArcIMS Route Server License for one Server/CPU	\$600	\$600
ArcIMS Route Server Additional CPU License	\$1,500	\$1,200
Annual Maintenance Fee for ArcIMS Route Server Additional CPU License	\$300	\$300
Data Pack-Tele Atlas MultiNet USA License for one Server/CPU	\$10,000	\$10,000
Annual Update Fee-Data Pack-Tele Atlas MultiNet USA License for one Server/CPU	\$5,000	\$5,000
Data Pack-Tele Atlas MultiNet USA Additional CPU License	\$5,000	\$5,000

Annual Update Fee-Data Pack-Tele Atlas MultiNet USA Additional CPU License	\$2,500	\$2,500
Data Pack-GDT USA Data Pack License for up to 5,000,000 Transactions	\$10,000	\$10,000
Data Pack-GDT USA Data Pack License for up to 20,000,000 Transactions	\$25,000	\$25,000
Data Pack-GDT USA Data Pack License for up to 60,000,000 Transactions	\$75,000	\$75,000
6 Desktop Mapping Software		
6.1 PC ARC/INFO		
PC ARC/INFO Single User License	\$2,995	\$2,396
PC ARC/INFO 4.0 Upgrade per License	\$295	\$295
PC ARC/INFO Single User License Maintenance Fee	\$845	\$845
7 Business Applications Software		
7.1 ArcLogistics Route		
ArcLogistics Route for Windows/Windows NT Single User Licenses (U.S. data)	\$12,000	\$9,600
ArcLogistics Route Annual Maintenance Fee (U.S. data)	\$2,000	\$2,000
ArcLogistics Route Additional Service Area (U.S. data)	\$2,000	\$1,600
ArcLogistics Route No-Data License	\$10,000	\$8,000
Maintenance for ArcLogistics Route 3 No-Data License	\$1,000	\$1,000
7.2 BusinessMAP		
BusinessMAP PRO Single-User License (U.S. data)	\$130	\$121
BusinessMAP PRO Corporate Edition License (U.S. data)	\$500	\$450
7.3 RouteMAP IMS		
RouteMAP IMS Server/CPU License	\$3,000	\$2,400
RouteMAP IMS Additional CPU License	\$500	\$400
RouteMAP IMS Maintenance Server/CPU License	\$1,000	\$1,000
RouteMAP IMS Maintenance for Additional CPU License	\$500	\$500
RouteMAP IMS Data Pack USA Server/CPU License	\$3,000	\$2,400
RouteMAP IMS Data Pack USA Additional CPU License	\$500	\$400
RouteMAP IMS Data Pack USA Maintenance Server/CPU License	\$1,000	\$1,000
RouteMAP IMS Data Pack USA Maintenance for Additional CPU License	\$500	\$500
RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Server/CPU License	\$3,000	\$2,400
RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Additional CPU License	\$500	\$400
RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Maintenance Server/CPU License	\$1,000	\$1,000
RouteMAP IMS Data Pack Dun & Bradstreet (D&B) Business Listing Maintenance for Additional CPU	\$500	\$500
8 Other Software		
8.1 NetEngine		
NetEngine Standard Developer Kit (incl. 1 Developer Seat and 10 Deployment Licenses)	\$12,500	\$10,000
NetEngine Internet Developer Kit (Inc. 1 Developer Seat and 1 Network Server)	\$7,500	\$6,000
Additional Developer Seat	\$2,500	\$2,000
Additional Network Server Deployment License (12 Months, 1 Server)	\$5,000	\$4,000
NetEngine 10-Pak Deployment License	\$10,000	\$8,000
NetEngine Annual Renewal (Internet Developer Kit or Deployment License)	\$1,000	\$1,000
NetEngine Standard Developer Kit Upgrade 1.x to 1.2	\$1,500	\$1,500
NetEngine Internet Developer Kit Upgrade 1.x to 1.2	\$1,000	\$1,000
NetEngine Internet/Standard Developer Kit Annual Software Maintenance Fee	\$2,000	\$2,000
Additional Developer Seats Annual Software Maintenance Fee (each)	\$500	\$500
8.2 Maplex		
Maplex First Single User License	\$15,000	\$15,000
Maplex Second Single User License	\$14,000	\$14,000
Maplex Third Single User License	\$11,500	\$11,500
Maplex Single User License Annual Primary Maintenance Fee	\$3,750	\$3,750
Maplex Single User License Annual Secondary Maintenance Fee	\$1,500	\$1,500
8.3 Reserved		
8.4 ArcPad		
ArcPad Single User License	\$495	\$396
ArcPad Single User License Support	\$295	\$295
ArcPad Application Builder Single User License.	\$1,500	\$1,200
ArcPad Application Builder Primary Maintenance Fee	\$500	\$500
ArcPad Application Builder Secondary Maintenance Fee	\$300	\$300
ArcPad 5.x to ArcPad 6 Upgrade	\$150	\$150
ArcPad Developer Bundle	\$6,800	\$6,800
9 Software Media Kits and Hardware Keys		
Additional Windows/Windows NT Hardware Key	\$120	\$120
10 Reserved		
11 Reserved		
12 Software Support and Services		

12.1 ASAP Technical Support		
ArcView Network Analyst, or ArcView Tracking Analyst for Windows ASAP Support	\$349	\$349
PC ARC/INFO or ArcView 3D Analyst for Windows or ArcView Spatial Analyst/ArcView Image Analysis for Windows ASAP Support	\$595	\$595
ArcView 3D Analyst for UNIX or ArcView Spatial Analyst for UNIX ASAP Support	\$349	\$349
ArcView Network Analyst for UNIX or ArcView Tracking Analyst for UNIX ASAP Support	\$349	\$349
ArcView GIS for UNIX ASAP Support	\$549	\$549
ArcView GIS for Windows or Macintosh ASAP Support	\$349	\$349
12.2 Developer Support Program		
MapObjects Developers Pay-As-You-Go Support (per incident)	\$80	\$80
IMS Developers Priority Support	\$1,495	\$1,495
IMS Developers Pay-As-You-Go Support (per incident)	\$150	\$150
MapObjects LT Developers Priority Support	\$395	\$395
MapObjects LT Pay-As-You-Go Support (per incident)	\$60	\$60
ArcInfo Workstation Developers Priority Support	\$2,000	\$2,000
ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	\$175	\$175
ArcGIS Desktop Developers Priority Support	\$2,000	\$2,000
ArcGIS Desktop Developers Pay-As-You-Go Support	\$175	\$175
ArcView 3.x Desktop Developers Priority Support	\$795	\$795
ArcView 3.x Desktop Developers Pay-As-You-Go Support (per incident)	\$80	\$80
12.3 Complimentary User Conference Registration for Standard Maintenance		
Primary Maintenance for ArcInfo Floating License	1	1
Primary Maintenance for ArcInfo Node-Locked License	2	2
Maintenance for ArcSDE (or SDE 3) Server and Two Processor License	1	1
Maintenance for First Enterprise SDE Server License	1	1
Maintenance for First Workgroup SDE Package License	1	1
Maintenance for First SDE Enterprise or Extension Bundle	1	1
Maintenance for ArcSDE 3	1	1
Maintenance for ArcIMS Server/CPU License (limited to 1 per qualifying customer number)	1	1
Maintenance for First Floating ArcInfo University LAB KIT License	1	1
Maintenance for First Node-Locked ArcInfo University LAB KIT License	1	1
Maplex Maintenance Fee	1	1
ArcView GIS or Standard Maintenance Fee—per 25 Seats	1	1
Maintenance for ArcView 8.1 Single Use-per 25 Seats	1	1
Maintenance for ArcView 8.1 Concurrent-per 15 Seats	1	1
Maintenance for ArcEditor-per 10 Seats	1	1
12.4 Installation Services & Training		
Single Workstation Installation of ArcInfo and Extensions in USA	\$2,500	\$2,500
Multiple (up to 5) Workstation Installations of ArcInfo and Extensions at One Site in the USA	\$3,500	\$3,500
Standard Training per Person per Day at ESRI USA Training Centers	\$400	\$360
Standard Training per Instructor per Day at Client Site in USA	\$2,750	\$2,475
Nonstandard Training per Person per Day at ESRI USA Training Centers	\$450	\$405
Nonstandard Training Course at Client Site in USA	\$3,175	\$2,858
12.5 Virtual Campus		
ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 1-4 Seats (each)	\$100	\$100
ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 5-9 Seats (each)	\$95	\$95
ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 10+ Seats (each)	\$90	\$90
ESRI Virtual Campus Subscription Pricing Education Subscriptions (for all Virtual Campus courses)		
Annual Premium Subscription 25 Seats	\$2,250	\$2,250
Annual Premium Subscriptions 50 Seats	\$4,250	\$4,250
Annual Premium Subscriptions 100 Seats	\$7,000	\$7,000
Annual Premium Subscriptions 500 Seats	\$30,000	\$30,000
Annual Premium Subscriptions 1,000 Seats	\$50,000	\$50,000
Annual Standard Subscriptions 25 Seats	\$2,125	\$2,125
Annual Standard Subscriptions 50 Seats	\$4,000	\$4,000
Annual Standard Subscriptions 100 Seats	\$6,000	\$6,000
Annual Standard Subscriptions 500 Seats	\$25,000	\$25,000
Annual Standard Subscriptions 1,000 Seats	\$40,000	\$40,000
13 Implementation Services Rates per hour PLUS travel and expenses (FY 2002)		
Senior Technical Designer	\$207	\$193
Technical Designer	\$179	\$156
Technical Analyst	\$138	\$122
Database Analyst	\$115	\$103

**APPENDIX D, CONTINUED
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2002

Hourly time and materials labor rates have been provided for each labor category for calendar year 2002. The hourly labor rates for services that are performed after year 2002 will be escalated seven and one-half percent (7.5%) each year. Other direct costs, such as computer, travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a ten percent (10%) material handling fee and invoiced.

Senior Technical Designer

Hourly Rate: \$193/Hour

These staff 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 the conduct of design and code reviews. They may serve as the principal investigator in focused studies or research and development (R&D) projects. While staff 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: \$156/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, 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: \$122/Hour

Staff 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 also perform software and database quality control. They are very proficient in the coding of software and processing of digital databases. They are proficient in ESRI software languages, as well as third-generation programming languages, Internet markup languages, and other technologies.

Database Analyst

Hourly Rate: \$103/Hour

These staff 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. Additionally, these staff design and implement efficient production tools and coordinate work flow with project personnel.

ESRI, ARC/INFO, and ArcInfo are trademarks, registered trademarks, or service marks of ESRI in the United States, the European Community, or certain other jurisdictions.