

**BAKER-AICKLEN  
WILLIAMSON COUNTY, TEXAS  
TWO-FOOT CONTOUR LICENSE AGREEMENT**

This Two-Foot Contour License Agreement, including the Exhibits attached hereto (collectively referred to as the "Agreement"), is entered into by and between Baker-Aicklen, Inc, a Texas corporation, with a place of business at 507 West Liberty Ave, Round Rock Texas 78664 ("Licensor") and Williamson County, Texas; Upper Brushy Creek WCID; and Manville Water Supply Corporation (collectively referred to herein as "Licensees"). The effective date of this Agreement is the date of the last party's execution hereof ("Effective Date"). This Agreement provides the terms and conditions under which Licensor will grant Licensees a license to the two-foot contours for Williamson County, Texas.

**THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN LICENSEES AND LICENSOR. LICENSOR'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.**

**1. DEFINITIONS**

- a. "Two-foot Contours"** hereby referred to as "DATA" means the commercially prepared and released two-foot contours to be developed for each of the Licensees, and all of the contents of the files (provided either by electronic download, on physical media or any other method of distribution), disk(s), CD-ROM(s) or other media with which this Agreement is provided. Exhibit A provides specifications of the DATA.
- b. "Documentation"** means Licensor's metadata for creation of the Two (2) foot contours.
- c. "Internal Use"** means use by employees and contractors of Licensees. Internal Use does not include the right to provide the "DATA" to third parties whether by lease, rental, transfer, assignments, sale, sublicense, or any other means, including commercial time-sharing, use as an application service provider, rental, or service bureau use.
- d. "Price Quote"** means the applicable license fee ("License Fee") conveyed by Licensor or its authorized agent to the Licensees (or a potential Licensee) in the form of a price quotation. Such Price Quotes are conveyed on a case by case basis by mail, electronic mail or verbally over the telephone at the discretion of the Licensor.

**2. LICENSE, OWNERSHIP, AND RESTRICTIONS**

- a. License Grant.** Subject to the terms, conditions, and restrictions in this Agreement and in exchange for the payment of the License Fee, Licensor hereby grants to Licensees a non-exclusive use license for unrestricted Internal Use, non-transferable, license and/or sublicense to use.
- b. Ownership and Copyright Protection.** This Agreement does not convey any rights of ownership in or title to the DATA, including copies or modifications thereof. The DATA is protected by law, including without limitation the copyright laws of the United States and other countries and by international treaty provisions. Except as

expressly stated herein, this Agreement does not grant Licensees any intellectual property rights in the DATA and all rights not expressly granted are reserved by Licensor. Licensees' use of the DATA is limited to that specifically permitted in this Agreement.

**c. License Restrictions.** Licensees' use of the DATA shall be limited to Internal Use and may only be transferred to external clients for projects specifically contracted by the Licensees. All contractors and sub-contractors are subject to the same restrictions as specified under this Agreement, and should be limited to specific Project Extents. Licensees will not alter, change, or remove any proprietary notices or confidentiality legends placed on or contained within the DATA. Licensees will include such notices and legends in all copies of any part of the DATA made pursuant to this Agreement.

### 3. DELIVERY, PAYMENT, RECORDS, AND AUDIT

**a. Delivery and Acceptance.** Licensor will deliver the DATA to each of the Licensees monthly, on a square mile basis. The DATA shall be delivered by Licensor to Licensees either electronically or on disk, sent through mail service or traceable carrier. Acceptance of the DATA shall occur automatically upon delivery of the DATA to Licensees.

**b. Payment.** In consideration of the rights and licenses conveyed and services provided in this Agreement, each of the Licensees agree to pay Licensor a non-refundable License Fee, in the amounts set forth in Exhibit C and until such time as the conditions of Exhibit C are applicable. Throughout Licensor's development and delivery of the DATA, Licensor shall invoice the Licensees for an amount based on the percentage of completion. Within 30 days of receipt of an invoice, each of the Licensees shall be obligated to pay its respective invoice for the percentage of the DATA that has been completed and provided to each of the Licensees. All payments will be made in lawful United States currency. Unless otherwise required by law, each of the Licensees will be responsible for and will remit all taxes of any kind, including sales, use licensing or use of the DATA provided under this Agreement to Licensor.

**c. Records.** Licensees will maintain clear and complete records during the term of this Agreement and for a period of at least three (3) years following the termination showing the disposition of copy's of the DATA made or used by Licensees.

**d. Audit.** During the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Licensor and Licensees will have the right, at their own expense and upon reasonable written notice to the other party, to have an audit conducted by Licensor and/or Licensees (or their agent) of Licensees' and/or Licensor's records pertaining to the use of the DATA, sales and the number and location of data copies, to ensure compliance with Licensee's and Licensor's obligations under this Agreement.

### 4. CONFIDENTIALITY

Licensees acknowledge that the DATA is the trade secret of Licensor. Licensees shall protect the DATA with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensees utilize for Licensees'

information that it does not wish disclosed to the public. Licensees may provide access to the DATA only to those third parties that: (i) provide services to Licensees concerning Licensees' use of the DATA, (ii) have a need to use and access the DATA, (iii) are given access only to the extent necessary and agree to comply with the license restrictions contained in this Agreement, and (iv) have agreed in writing to substantially similar nondisclosure obligations as those contained in this provision.

Except as otherwise expressed herein or required by law, Licensees acknowledge that the Price Quote provided to them is prepared on a case by case basis and agrees to treat the Price Quote and any information provided therein, including but not limited to the License Fee, Maintenance Fee, terms of payment and any discounts, as confidential information and not disclose any information to any unauthorized person or the public.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Licensee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Licensees as to whether or not the same are available to the public. It is further understood that Licensees' officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Licensees, their officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Licensees by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

## 5. LIMITATIONS OF LIABILITY

**a. Limitation of Liability.** Licensor's aggregate liability to each of the Licensees for damages concerning performance or nonperformance by Licensor or in any way related to this Agreement, and regardless of whether the claim for such damages is based in contract, negligence, tort, strict liability, or otherwise, shall not exceed the respective Licensees' actual and direct damages.

**b. No Consequential Damages.** In no event shall Licensor be liable for any indirect, incidental, special, punitive or consequential damages, including without limitation damages for lost data or lost profits, even if Licensor has been advised as to the possibility of such damages.

## 6. INDEMNIFICATIONS

### **a. By Licensor.**

**i. Injunctive Relief.** If an injunction is sought or obtained against any Licensees' use of the DATA as a result of a third party infringement claim, Licensor may, at its sole option and expense, (i) procure from Licensees the right to continue using the affected DATA, (ii) replace or modify the affected DATA with functionally equivalent DATA so that it does not infringe, or, if either (i) or (ii) is not commercially feasible, (iii) terminate the licenses and refund the license fees received from Licensees for the affected DATA less a usage charge based on a thirty-six (36) month amortization schedule.

**ii. Exclusions.** Licensor shall have no liability for any third party claim of infringement based upon (i) use of other than the then current, unaltered version of the

applicable DATA, unless the infringing portion is also in the then current, unaltered release; (ii) use, operation or combination of the applicable DATA with non-Licensor programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; or (iii) any third party DATA. The foregoing constitutes the entire liability of Licensor in relation to a third party claim of infringement, and Licensees' sole and exclusive remedy with respect to any third party claims of infringement of such intellectual property rights.

iii. **Indemnification.** LICENSOR SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS LICENSEES, THEIR OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF LICENSOR OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE SAID PARTIES' PERFORMANCE OF THIS AGREEMENT.

iv. **Entire Liability.** This Subsection 6a sets forth the entire indemnification obligations of Licensor and the sole remedies of Licensees with respect to intellectual property indemnification.

**b. By Licensee.**

Except for claims covered under Licensor's indemnity to Licensees under Subsection 6a, Licensees will hold Licensor harmless from all corresponding loss incurred by Licensor arising out of or related to Licensees' misuse, modification or alteration of the DATA. Licensees shall provide Licensor with the above hold harmless obligation even if such loss was due in part to Licensor's concurrent negligence or other fault, breach of contract or warranty, or strict liability; provided, however, that Licensees' contractual hold harmless obligation shall not extend to the percentage of claimant's damages or injury or the settlement amount attributable to Licensor's negligence or other fault, breach of contract or warranty, or strict liability.

## 7. TERM AND TERMINATION

a. **Term.** This Agreement, including the Exhibits, will continue for one (1) year and will automatically renew in one (1) year increments unless otherwise terminated as set forth herein.

b. **Termination.** Any of the Licensees may terminate this Agreement for convenience and without cause or further liability upon sixty (60) days written notice to Licensor. In the event of termination, it is understood and agreed that only the amounts due to Licensor for goods and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for any of the Licensees' termination of this Agreement for convenience.

c. **Survival of Certain Terms.** The following provisions will survive any expiration or termination of this Agreement: Sections 2a, unless terminated for Licensee's breach of Section 2 or Licensee fails to pay the License Fees set forth in Section 3c, 2b (*Ownership*), 2c (*License Restrictions*), 3c (*Records*), 3d (*Audit*), 5 (*Confidentiality*), 6 (*Limited Warranty, Remedy and Disclaimer of Warranty*), 7 (*Limitations of Liability*), 8 (*Indemnifications*), 9 (*Term and Termination*), and 10 (*General Provisions*).

## 8. GENERAL PROVISIONS.

**a. Waiver.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

**b. Severability.** If any part of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other parts of the Agreement.

**c. Limitation on Actions.** No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than four (4) years after the cause of action has accrued.

**d. Applicable Law.** This Agreement shall be exclusively governed and construed in accordance with the laws of the State of Texas without regard to conflicts of laws. The parties agree that any controversy or claim arising or related to this Agreement shall be brought in state court in Williamson County, Texas.

**e. Export Compliance.** The DATA, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensees agree to comply strictly with all such regulations and acknowledge that each of them individually shall have the responsibility to obtain such licenses to export, re-export or import the DATA as may be required after delivery to Licensees.

**f. Notices.** All notices required under this Agreement will be in writing and will be considered given as of 24 hours after sending by electronic means, facsimile transmission, overnight courier or hand delivery, or as of 5 days of certified mailing and appropriately addressed as set forth below on the signature page.

**g. Publicity.** Except as otherwise provided herein, Licensor and/or Licensees shall not publish or use any advertising, sales promotions, press releases or other publicity relating to this Agreement without the approval of the other parties. Notwithstanding the above, Licensor may from time to time publish a customer list that includes Licensees' name as a Licensor customer.

**h. Assignment.** This Agreement may not be assigned or transferred by any party hereto (by operation of law, reverse triangular merger or otherwise) without the prior written consent of the other parties; provided, however, that Licensor may without the prior consent of Licensees assign all of its rights under this Agreement to an affiliate of Licensor. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any purported attempt to assign or transfer this Agreement in violation of this provision will be deemed void.

**i. Force Majeure.** A party is not liable for non-performance to the extent to which the non-performance is caused by events or conditions beyond that party's control, and the party gives prompt notice to the other party and makes all reasonable efforts to perform. In no event will this provision affect Licensees' obligation to make payments under this Agreement.

**j. Section Headings.** The section headings in the Agreement are solely used for the convenience of the parties and have no legal or contractual effect.

**k. Appropriation of Funds by Licensees.** Each of the Licensees believes they have sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Licensor understands and agrees that each of the Licensees'

payment of amounts under this Agreement is contingent on such Licensees' receiving appropriations or other expenditure authority sufficient to allow such Licensees, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**l. Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act individually in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Each individual party may individually and without the joinder of any other party enforce the terms, conditions and obligations of this Agreement.

**l. Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE LICENSEES HAVE ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE GOVERNING BODY OF THE RESPECTIVE LICENSEES.

**LICENSOR:**

**Baker-Aicklen & Associates, Inc.**

By: R. David Strutton  
R. David Strutton, R.P.L.S.,  
Vice President

**LICENSEES:**

**Williamson County, Texas**

By: Dan A. Gattis  
Dan A. Gattis,  
Williamson County Judge

**Upper Brushy Creek WCID**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Manville Water Supply Corporation**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### TWO-FOOT CONTOUR SPECIFICATIONS

#### Project Specifications

Engineer shall generate two-foot contour data from the 1.4 meter FEMA grade LiDAR data, developed from the 2006 Williamson Co / CAPCOG GeoMap contract. The deliverables will include within Williamson County, contours at a two-foot interval for the entirety of Williamson County, Texas.

#### Engineer Products - Contours [USB External Hard Drive or DVD]

Hard Drives remain the property of Engineer and shall be returned within 30 days of initial delivery.

#### Data File Deliveries

- 2-foot contours and breaklines in the following ESRI Personal Geodatabase format:

	OBJECTID	FEA_CODE	ELEVATION	Shape_Leng
Contour (Index)	X	51	XXX.xx	XXXX.xxxxxxxxxxxx
Contour (Intermediate)	X	52	XXX.xx	XXXX.xxxxxxxxxxxx
Breakline	X	99	XXX.xx	XXXX.xxxxxxxxxxxx
	OBJECTID	TextString	FontName	FontSize
ContourAnno	X	Elev	Aerial	8
	Bold	Italic	Underline	Vertical
	No	No	No	Alignment
				Bottom

#### Post-Project Engineer Products

- FGDC compliant metadata
- Product Release Form
- The contour deliverables for the entire project area will be delivered to Licensees. It shall be Licensees' responsibility to utilize the data per the license restriction.

#### Engineer Product: Contours

Contours will be generated from the Williamson County/CACPOG LIDAR bare-earth gridded to 10-foot cells and 3D breaklines. All contour lines will have an elevation attribute. Every fifth contour line will be designated an index line and contour labels will be automatically placed for each index contour. Intermediate contours will not be labeled. Contours are a product that is automatically generated from the LiDAR data. Hydro-enforced breaklines are photogrammetrically generated breaklines that ensure the flow of water is consistent with the LiDAR data. Contractually acceptable levels of

outliers, vegetation, buildings and artifacts may be reflected in the contours, consistent with the specifications of the LiDAR data. Topology will also be checked to ensure that line features do not cross one another and are contiguous.

### **Contour Specifications / Engineer Products**

**Project Area:** Remaining non two-foot contour area of Williamson County, Texas, estimated to be 800 Square Miles.

Note: Williamson Co Engineer will establish, as part of this Agreement, the extent of the current Williamson County two- foot contours compiled from previous contracts. These are known to include the City of Austin, Round Rock, Cedar Park and parts of Georgetown.

**Projection / Zone:** Texas State Plane / Central (4203) Zone)

**Horizontal Datums:** NAD83

**Vertical Datums:** NAVD88

**Accuracy Specifications for two-foot contours:** ASPRS Class 1

**Breaklines Source:** Derived from orthophotos from GeoMap 2007 flight and draped over 2006 1.4 meter LiDAR bare-earth data.

**Breakline Collection:** In accordance with FEMA Guidelines and Standards – Appendix – Section A.8.5. and as clearly discernable.

**Tiles:** CAPCOG USGS Q4 (1 square mile) tile grid.  
All units expressed in US Feet.

**Metadata:** FGDC Compliant

**Contour Specifications:** All contour lines will have an elevation attribute. Every fifth contour line will be designated an index line and contour labels will be automatically placed for each index contour. Intermediate contours will not be labeled.

- \* Contours automatically generated, with placement of lines determined by the source data (Gridded 10' DEM and 3D Breaklines) Automatically generated labels. All index contours shall have at least one corresponding label
- \* No contours shall cross or intersect.
- \* All topographic lines shall have no breaks or dangles
- \* 100% of features will match data in adjacent tiles (Does not include previously created contours from other vendors and projects.)



- \* All contours will be edge matched with existing two-foot contours already developed through other contracts, but the accuracy of those products cannot be guaranteed by Baker-Aicklen.
- \* All contour lines will have an associated elevation attribute in US Survey Feet to 2 decimals
- \* Contour elevations belonging to the same line segment shall have a consistent elevation.

**Engineer Product: Contour Labels**

Contour labels are automatically generated and are not edited for aesthetics.

**EXHIBIT B**

**WORK AUTHORIZATIONS FOR LICENSEES**

## WORK AUTHORIZATION FOR WILLIAMSON COUNTY, TEXAS

This Work Authorization is made pursuant to the terms and conditions of the Two-Foot Contour License Agreement (the "Agreement") entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "Licensee") and Baker-Aicklen & Associates, Inc. (the "Licensor").

**Part 1.** The Licensor will provide the following engineering services:

1. Creation of two-foot contours (National Map Accuracy-Class 1), with hydro-enforced breaklines, for 800 square miles of Williamson County, Texas
2. Certified checkpoints through on the ground survey to verify two-foot contour accuracy.
3. Attend meetings as requested.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$100,000.

**Part 3.** Payment to the Licensor for the services and data established under this Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and the work described hereunder shall be completed within 8 months after signing of this Work Authorization, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**Part 6.** This Work Authorization is for the entire 800 square mile project for up to \$100,000.

**Part 7.** This Work Authorization is hereby accepted and acknowledged below.

**LICENSOR:**

**Baker-Aicklen & Associates, Inc.**

By: R. David Strutton  
R. David Strutton, R.P.L.S.,  
Vice President

**LICENSEE:**

**Williamson County, Texas**

By: Dan A. Gattis  
Dan A. Gattis,  
Williamson County Judge

## WORK AUTHORIZATION FOR UPPER BRUSHY CREEK WCID

This Work Authorization is made pursuant to the terms and conditions of the Two-Foot Contour License Agreement (the "Agreement") entered into by and between Upper Brushy Creek WCID (the "Licensee") and Baker-Aicklen & Associates, Inc. (the "Licensor").

**Part1.** The Licensor will provide the following engineering services:

1. Creation of two-foot contours (National Map Accuracy-Class 1), with hydro-enforced breaklines, for approximately 160 square miles of Williamson County, Texas
2. Certified checkpoints through on the ground survey to verify two-foot contour accuracy.
3. Attend meetings as requested.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$50,000.

Part 3. Payment to the Licensor for the services and data established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and the work described hereunder shall be completed within 8 months after signing of this Work Authorization, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is for the approximately 160 square mile project for up to \$50,000.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

**LICENSOR:**

**LICENSEE:**

**Baker-Aicklen & Associates, Inc.**

**Upper Brushy Creek WCID**

By: 

By: \_\_\_\_\_

R. David Strutton, R.P.L.S.,  
Vice President

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## WORK AUTHORIZATION FOR MANVILLE WATER SUPPLY CORPORATION

This Work Authorization is made pursuant to the terms and conditions of the Two-Foot Contour License Agreement (the "Agreement") entered into by and between Manville Water Supply Corporation (the "Licensee") and Baker-Aicklen & Associates, Inc. (the "Licensor").

**Part 1.** The Licensor will provide the following engineering services:

1. Creation of two-foot contours (National Map Accuracy-Class 1), with hydro-enforced breaklines, for 80 square miles of Williamson County, Texas
2. Certified checkpoints through on the ground survey to verify two-foot contour accuracy.
3. Attend meetings as requested.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$25,000.

**Part 3.** Payment to the Licensor for the services and data established under this Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and the work described hereunder shall be completed within 8 months after signing of this Work Authorization, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**Part 6.** This Work Authorization is for the approximately 80 square mile project for up to \$25,000.

**Part 7.** This Work Authorization is hereby accepted and acknowledged below.

**LICENSOR:**

**LICENSEE:**

**Baker-Aicklen & Associates, Inc.**

**Manville Water Supply Corporation**

By: R. David Strutton  
R. David Strutton, R.P.L.S.,  
Vice President

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT C

### Pricing License Agreement – Financial Redistribution

1. Licensors will have the right to sell one-foot and two-foot contours to third parties.
2. Licensors are contributing \$75,000 of its own funds for the creation of the DATA. Each entity that participates as Original Licensees will receive a pro-rata share of all proceeds from the sale of the 2 Foot Contours within Williamson County after Licensors recoups its original investment of \$75,000 from the sale of said 2 Foot Contours to parties that are not Primary or Original Licensees.

The Original Licensees and the respective amounts owing by each of them are follows:

Original Licensees	LiDAR	2 Foot Contours	Outstanding Balance
Williamson Co Road Bonds		\$ 50,000	
Williamson Co Engineering	\$ 70,000	\$ 50,000	
Upper Brushy Creek WCID		\$ 50,000	
Manville Water Supply Corp		\$ 25,000	
Baker-Aicklen / 3cGeo			\$ 75,000
sub -totals:	\$ 70,000	\$ 175,000	
<b>Total Investment</b>	<b>\$ 320,000</b>		

3. **One Foot Contours.** For all one-foot Williamson County contours sold by Licensors, Licensors agrees to credit each Licensees' account, on a pro-rata basis, with the standard two-foot contour price/amount (for 2 foot contours under the Agreement). This credit agreement applies towards the Licensees' original payment as well as any one-foot contours that are sold after the fulfillment of the Licensees' original obligations.
4. THE LICENSOR WILL RECEIVE A 6% HANDLING FEE FOR ALL ORDERS FILLED AFTER THE ORIGINAL FINANCIAL OBLIGATION IS FULFILLED.
5. **PRICING**

Whereas Baker-Aicklen & Assoc., Inc. will presumably be selling the one-foot and two-foot contour products generated by this project for an indefinite period into the future, the pricing for these products, as outlined below, are the proposed initial prices to be charged. Baker-Aicklen reserves the right to adjust these prices in accordance with market conditions and competitor pricing on an "as needed" basis should market forces require an adjustment. Any changes in pricing will be immediately communicated to the parties involved in this agreement.

Two-foot contours will be priced under the following price table.

SQUARE MILES

1 square mile:	\$525 per square mile
2-29 square miles:	\$475 per square mile
30-74 square miles:	\$395 per square mile
75 or more square miles	\$325 per square mile

Note: Smallest Area to be ordered is one square mile.