



**AMENDMENT NO. 1**

This Amendment No. 1 dated the 4<sup>th</sup> day of December, 2018 (the "Effective Date") is to the Master License Agreement No. 2008-05-294 made between Latitude Geographics Group Ltd. ("Latitude") and Williamson County ("Licensee") with an effective date 29<sup>th</sup> day of May, 2008 (the "Existing Agreement").

This Amendment No. 1 is incorporated into and made part of the Existing Agreement. Latitude and Licensee mutually agree to amend the Existing Agreement as provided hereunder.

**WHEREAS:**

1. The parties wish to update Exhibit 1 of the Existing Agreement, and
2. The parties wish to amend the Existing Agreement to update certain terms and conditions in the Existing Agreement.

Accordingly, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Amendment No. 1 when signed by the parties, shall constitute the following modifications to the Existing Agreement.

**AMENDMENT:**

1. Exhibit 1 of the Existing Agreement is replaced in its entirety with the updated Exhibit 1 attached to this Amendment No. 1 as Schedule A.

2. Article 1 of the Existing Agreement is hereby revised to update the following definitions;

"Online Services" means the LATITUDE computing and data services, and other software services, that are accessed over the internet and subscribed to by Licensee, including without limitation, third party software services or data components that perform GIS functions, tasks, or data services.

"Product(s)" means the Software, Data, Online Services, and Documentation.

3. The following use not permitted is whereby added to Article 4.2:

**4.2 Uses Not Permitted**

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, **Licensee shall not:**

- j. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with any Product in a manner that would subject such code or any part of the Product to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

4. Article 9.1 is hereby replaced in its entirety by the following:

**9.1 Future Updates.** Use of Products licensed under this Agreement is covered by the terms and conditions herein. New or updated Products may require additional or revised terms of use under the then-current LATITUDE Agreement. LATITUDE will make new or revised terms of use available at [www.geocortex.com/legal](http://www.geocortex.com/legal) or provide notice of new or revised terms to Licensee.

5. The following section is hereby incorporated into Article 9 of the Existing Agreement as Article 9.11

**9.11 Maintenance and Technical Support**

- a. Maintenance for qualifying Products and technical support services ordered directly from LATITUDE will be provided in accordance with Latitude's Maintenance and Technical Support Policy (L400) available at [www.geocortex.com/legal](http://www.geocortex.com/legal), which LATITUDE, in its sole discretion, may revise from time to time.
- 6. If Licensee wishes to access any Product provided as software as a service, additional licensing terms and conditions will be required.

**TERMS RELATING TO THE AMENDMENT:**

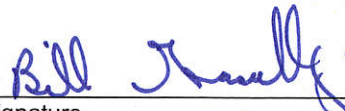
- 1. This Amendment No. 1 shall constitute the mutually agreed modification to the Existing Agreement. Subject to the variations set out herein, the Existing Agreement shall continue in full force and effect in all respects.
- 2. The Existing Agreement as amended by this Amendment No. 1 constitutes the entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings and arrangements between the parties relating to such subject matter. Any further modification(s) or amendment(s) to the Existing Agreement must be in writing and signed by an authorized representative of each party.
- 3. This Amendment No. 1 may be signed, completed and delivered in counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

The parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives as of the dates set out below, but with the intention that it be effective as of the Effective Date.

**LATITUDE GEOGRAPHICS GROUP LTD.**

  
\_\_\_\_\_  
Signature  
Stephanie Payne  
\_\_\_\_\_  
Printed Name  
Contract Manager  
\_\_\_\_\_  
Printed Title/Office  
Jan. 8/2019  
\_\_\_\_\_  
Date

**WILLIAMSON COUNTY**

  
\_\_\_\_\_  
Signature  
Bill GRAUE  
\_\_\_\_\_  
Printed Name  
County Judge  
\_\_\_\_\_  
Printed Title/Office  
1-23-2019  
\_\_\_\_\_  
Date

## SCHEDULE A

### EXHIBIT 1 SCOPE OF USE (L300 10/2018)

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

- Geocortex Essentials Standard Edition (1, 2, 3, 4 (applies to Starter Kit only) 5 or 11, 6, 7, 8, 12)
  - Geocortex Essentials Standard Edition (4.x)
  - Geocortex Workflow (15, 16, 19)
  - Geocortex Reporting (15, 16, 19)
  
- Geocortex Essentials Enterprise Edition (1, 2, 3, 5 or 11, 6, 7, 8, 12)
  - Geocortex Essentials Standard Edition (4.x)
  - Geocortex Workflow (15, 16, 19)
  - Geocortex Reporting (15, 16, 19)
  - Geocortex Workflow Web AppBuilder Edition (15, 17, 19)
  - Geocortex Reporting Web AppBuilder Edition (15, 17, 19)
  
- Geocortex Essentials Web AppBuilder Edition
  - Geocortex Workflow Web AppBuilder Edition (15, 17)
  - Geocortex Reporting Web AppBuilder Edition (15, 17)
  
- Geocortex Analytics (5 or 11, 6, 7, 8, 12)
  
- Geocortex Essentials Developer Subscription (GEDS) (5, 6, 9)
  
- Geocortex Workflow Web AppBuilder Edition (15, 17)
  
- Geocortex Reporting Web AppBuilder Edition (15, 17)

#### Products No Longer Available for Individual Purchase

- Geocortex Essentials Standard Edition (4.x) (1, 2, 3, 5 or 11, 6, 7, 8, 12)

1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
  
2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.
  
3. "Production Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
  
4. "Single Application License." Licensee may install and use the Software or Data for one (1) web-GIS application serving multiple users on the same or other computer(s). An Application is defined as a discrete web-GIS viewer with a specific URL.
  
5. "Term License." Licensee may use the subscription(s), Software, Online Services and Data for a limited time

period. When the license term expires Licensee must either stop using the subscription(s), Software, Online Services, and Data, or renew or extend the license upon payment of applicable fees. Licensing is based on the greater of the number of Licensee's Named Users or the number of ArcGIS Enterprise cores deployed by Licensee.

6. Extensions to Software programs and GTDN Software follow the same scope of use as that granted for the corresponding Software programs.
7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.
8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.
9. GEDS Software, Online Services, and Data may only be used at an installation location solely for the purposes of research, development, testing, and demonstration of a prototype application. GEDS Software and Data may be installed on multiple computers for use by any named GEDS developer.
10. Reserved.
11. "Perpetual License". Licensee may use the Software, for which applicable license fees have been paid, indefinitely. Licensing is based on the greater of the number of Licensee's Named Users or the number of ArcGIS Enterprise cores deployed by Licensee.
12. "Named User". The Software is licensed based on the associated number of ArcGIS named users deployed by Licensee.
13. Reserved.
14. Reserved.
15. For Commercial ASP Licensees, Commercial ASP Use is restricted to on premise deployment.
16. Licensed for use with a Geocortex Viewer (GVH, GWV, GMV). Not for use with Esri's Web AppBuilder.
17. Licensed for use with Esri's Web AppBuilder. Not for use with a Geocortex Viewer (GVH, GWV, GMV).
18. Reserved.
19. Active Geocortex Essentials maintenance required to use this Product.