

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 1, 2007

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B3001293
between
THE STATE OF MICHIGAN
and

| | | |
|---|--|--|
| NAME & ADDRESS OF VENDOR ESRI 380 New York Street Redlands, CA 92373 <p style="text-align: right;">Imcgrath@esri.com</p> | | TELEPHONE: Gail Day (909) 793-2853 Ext. 2705 |
| | | VENDOR NUMBER/MAIL CODE |
| | | BUYER (517) 373-3993 Dale Reif |
| Contract Administrator: Patty Bogard GIS Software Products – Department of Information Technology | | |
| CONTRACT PERIOD: From: May 1, 2003 To: September 30, 2008 | | |
| TERMS <p style="text-align: center;">N/A</p> | SHIPMENT <p style="text-align: center;">N/A</p> | |
| F.O.B. <p style="text-align: center;">N/A</p> | SHIPPED FROM <p style="text-align: center;">N/A</p> | |
| MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p> | | |

NATURE OF CHANGE (S):

Effective immediately, this contract is **INCREASED** by \$151,100.00 and **EXTENDED** to September 30, 2008. All other terms, conditions, pricing and specifications remain unchanged.

AUTHORITY/ REASON:

Per DIT, DMB, vendor concurrence and State Administrative Board approval dated 9/11/2007.

INCREASE: \$151,000.00

TOTAL REVISED CONTRACT VALUE: \$1,294,263.92

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

March 2, 2007

**CHANGE NOTICE NO. 6
 TO
 CONTRACT NO. 071B3001293
 between
 THE STATE OF MICHIGAN
 and**

| | | |
|---|--|---|
| NAME & ADDRESS OF VENDOR ESRI 380 New York Street Redlands, CA 92373 shokanson@esr.com | | TELEPHONE: Gail Day (909) 793-2853 Ext. 2705 |
| | | VENDOR NUMBER/MAIL CODE |
| | | BUYER (517) 373-3993 Dale Reif |
| Contract Administrator: Patty Bogard GIS Software Products – Department of Information Technology | | |
| CONTRACT PERIOD: From: May 1, 2003 To: September 30, 2007 | | |
| TERMS <p style="text-align: center;">N/A</p> | SHIPMENT <p style="text-align: center;">N/A</p> | |
| F.O.B. <p style="text-align: center;">N/A</p> | SHIPPED FROM <p style="text-align: center;">N/A</p> | |
| MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p> | | |

NATURE OF CHANGE (S):

Effective immediately, this contract is INCREASED by \$91,440.92. All other terms, conditions, pricing and specifications remain unchanged.

AUTHORITY/ REASON:

Per DIT, DMB, vendor concurrence and State Administrative Board approval dated February 20, 2007.

TOTAL CONTRACT VALUE REMAINS: \$1,143,163.92

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

December 21, 2006

**CHANGE NOTICE NO. 5
 TO
 CONTRACT NO. 071B3001293
 between
 THE STATE OF MICHIGAN
 and**

| | | |
|---|--|---|
| NAME & ADDRESS OF VENDOR ESRI 380 New York Street Redlands, CA 92373 shokanson@esr.com | | TELEPHONE: Gail Day (909) 793-2853 Ext. 2705 |
| | | VENDOR NUMBER/MAIL CODE |
| | | BUYER (517) 373-3993 Dale Reif |
| Contract Administrator: Patty Bogard GIS Software Products – Department of Information Technology | | |
| CONTRACT PERIOD: From: May 1, 2003 To: September 30, 2007 | | |
| TERMS <p style="text-align: center;">N/A</p> | SHIPMENT <p style="text-align: center;">N/A</p> | |
| F.O.B. <p style="text-align: center;">N/A</p> | SHIPPED FROM <p style="text-align: center;">N/A</p> | |
| MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p> | | |

NATURE OF CHANGE (S):

**Effective immediately, this contract has been EXTENDED to September 30, 2007.
 All other terms, conditions, pricing and specifications remain unchanged.**

AUTHORITY/ REASON:

Per DIT, DMB and vendor concurrence dated November 1, 2005.

TOTAL CONTRACT VALUE REMAINS: \$1,051,723.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 28, 2006

CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B3001293
 between
 THE STATE OF MICHIGAN
 and

| | | |
|---|--------------|--|
| NAME & ADDRESS OF VENDOR | | TELEPHONE: Gail Day (909) 793-2853 Ext. 2705 |
| ESRI 380 New York Street Redlands, CA 92373 shokanson@esr.com | | VENDOR NUMBER/MAIL CODE |
| | | BUYER (517) 373-3993 Dale Reif |
| Contract Administrator: Patty Bogard GIS Software Products – Department of Information Technology | | |
| CONTRACT PERIOD: | | From: May 1, 2003 To: December 31, 2006 |
| TERMS | SHIPMENT | |
| N/A | N/A | |
| F.O.B. | SHIPPED FROM | |
| N/A | N/A | |
| MINIMUM DELIVERY REQUIREMENTS N/A | | |

NATURE OF CHANGE (S):

Effective immediately, this contract has been **EXTENDED** to December 31, 2006 and **INCREASED** by \$51,723.00. All other terms, conditions, pricing and specifications remain unchanged. Please note, the buyer has been changed to Dale Reif.

AUTHORITY/ REASON:

Per DIT, DMB and vendor concurrence dated November 1, 2005.

INCREASE: \$51,723.00

TOTAL REVISED CONTRACT VALUE: \$1,051,723.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

November 17, 2005

CHANGE NOTICE NO. 3
 TO
 CONTRACT NO. 071B3001293
 between
 THE STATE OF MICHIGAN
 and

| | | |
|---|--------------|--|
| NAME & ADDRESS OF VENDOR | | TELEPHONE: Gail Day (909) 793-2853 Ext. 2705 |
| ESRI 380 New York Street Redlands, CA 92373 shokanson@esr.com | | VENDOR NUMBER/MAIL CODE |
| | | BUYER (517) 373-1080 Melissa Castro |
| Contract Administrator: Patty Bogard GIS Software Products – Department of Information Technology | | |
| CONTRACT PERIOD: From: May 1, 2003 To: September 30, 2006 | | |
| TERMS | SHIPMENT | |
| N/A | N/A | |
| F.O.B. | SHIPPED FROM | |
| N/A | N/A | |
| MINIMUM DELIVERY REQUIREMENTS N/A | | |

NATURE OF CHANGE (S):

Effective immediately, this contract has been **EXTENDED** to **September 30, 2006**. All other terms, conditions, pricing and specifications remain unchanged.

AUTHORITY/ REASON:

Per DIT, DMB and vendor concurrence dated November 1, 2005.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,000,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

June 24, 2003

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B3001293
between
THE STATE OF MICHIGAN
and

| | |
|---|--|
| NAME & ADDRESS OF VENDOR ESRI 380 New York Street Redlands, CA 92373 | TELEPHONE: Gail Day (909) 793-2853 Ext. 2705 |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-1080 Melissa Castro |
| Contract Administrator: Patty Bogard GIS Software Products – Department of Information Technology | |
| CONTRACT PERIOD: From: May 1, 2003 To: April 30, 2006 | |
| TERMS <p style="text-align: center;">N/A</p> | SHIPMENT <p style="text-align: center;">N/A</p> |
| F.O.B. <p style="text-align: center;">N/A</p> | SHIPPED FROM <p style="text-align: center;">N/A</p> |
| MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p> | |

NATURE OF CHANGE (S):

Effective immediately, the attached updated pricing and terms of use modifications are hereby incorporated into this contract. All other terms, conditions and specifications remain unchanged.

Please note: The buyer has changed to Joann Klasko.

AUTHORITY/ REASON:

Per DMB/ Acquisition Services and vendor concurrence dated May 18, 2005.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,000,000.00

Please contact Acquisition Services for a copy of this attachment.

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

May 1, 2003

**NOTICE
 TO
 CONTRACT NO. 071B3001293
 between
 THE STATE OF MICHIGAN
 and**

| | |
|--|---|
| NAME & ADDRESS OF VENDOR ESRI 380 New York Street Redlands, CA 92373 | TELEPHONE: Gail Day (909) 793-2853 Ext. 2705 |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-1080 Melissa Castro |
| Contract Administrator: Patty Bogard GIS Software Products – Department of Information Technology | |
| CONTRACT PERIOD: From: May 1, 2003 To: April 30, 2006 | |
| TERMS <p style="text-align: center;">N/A</p> | SHIPMENT <p style="text-align: center;">N/A</p> |
| F.O.B. <p style="text-align: center;">N/A</p> | SHIPPED FROM <p style="text-align: center;">N/A</p> |
| MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p> | |

Estimated Contract Value: \$1,000,000.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B3001293
between
THE STATE OF MICHIGAN
and

| | |
|---|--|
| NAME & ADDRESS OF VENDOR ESRI 380 New York Street Redlands, CA 92373 | TELEPHONE: Gail Day (909) 793-2853 Ext. 2705 VENDOR NUMBER/MAIL CODE BUYER (517) 373-1080 Melissa Castro |
| Contract Administrator: Patty Bogard GIS Software Products – Department of Information Technology | |
| CONTRACT PERIOD: From: May 1, 2003 To: April 30, 2006 | |
| TERMS <p style="text-align: center;">N/A</p> | SHIPMENT <p style="text-align: center;">N/A</p> |
| F.O.B. <p style="text-align: center;">N/A</p> | SHIPPED FROM <p style="text-align: center;">N/A</p> |
| MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p> | |
| MISCELLANEOUS INFORMATION: Estimated Contract Value: \$1,000,000.00 | |

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the **REQ No. 084R3000379**. A Purchase Order Form will be issued only as the requirements of the Department of Information Technology are submitted to Acquisition Services. Orders for delivery may be issued directly by the **Department of Information Technology** through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

| | |
|---|---|
| FOR THE VENDOR: <p style="text-align: center;">ESRI</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p> | FOR THE STATE: <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">James S. Konrad, Division Director</p> <hr/> <p style="text-align: center;">Name</p> <p style="text-align: center;">Tactical Purchasing, Acquisition Services</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p> |
|---|---|

**ACQUISITION SERVICES
STATE OF MICHIGAN**

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DEFINITION OF TERMS

| TERMS | DEFINITIONS |
|-------------------------------|--|
| Contract | A binding agreement entered into by the State of Michigan, including all appendices and terms stated in Section 1. |
| Contractor | ESRI |
| DMB | Michigan Department of Management and Budget |
| State | The State of Michigan For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents. |
| Blanket Purchase Order | Alternate term for “Contract” used in the State’s Computer system (Michigan Automated Information Network [MAIN]) |
| Expiration | Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date. |
| Cancellation | Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing. |
| DIT | Department of Information Technology |



SECTION I
CONTRACTUAL SERVICES TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this Contract is to enable the State to procure Environmental Systems Research Institute (ESRI) geographic information system Software, services Documentation, Data, or hardware.

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of this Contract by all parties. The activities in the Contract cover the period **May 1, 2003 through April 30, 2006**. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, **Department of Information Technology (DIT)**. Where actions are a combination of those of Acquisition Services and **DIT**, the authority will be known as the State.

Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of Contract. All communications concerning this Contract must be addressed to:

Melissa Castro
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
castrom@michigan.gov
517-373-1080

I-D CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Patty Bogard
DIT/CMVR
Phone: 517-335-4051
E-mail: bogardp@michigan.gov

I-E PURCHASE ORDERS



Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

I-F COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this Contract. Total liability of the State is limited to the terms and conditions of this Contract.

I-G CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this Contract whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-H NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

I-I DISCLOSURE

All information in the Contractor's proposal and this Contract, including Appendices, is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*.

I-J ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.



I-K INDEMNIFICATION

For purposes of Indemnification as set forth in this Contract, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, expenses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the State arising out of or resulting from the performance of services provided by the Contractor, to the extent such loss, expense, liability, penalty, fine, damage, or claim 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (excluding databases not subject to reasonable backup program) including the loss of use resulting therefrom and 2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-M WARRANTIES AND REPRESENTATIONS

This Contract contains customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;



6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations;
10. The Contractor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services;
11. The Contractor will not insert or activate any disabling code into the systems used to provide the services without the State's prior written approval. However, certain software does contain a nondestructive license management software program that administers and controls the distribution of the licensed copies of the Software to End User(s) through the use of a software keycode or hardware key.

I-N LIMITATION OF LIABILITY

Except as set forth herein neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages, and either party's maximum aggregate liability shall be limited to the maximum amount of the executed Contract. Such limitation as to indirect or consequential damages, and as to a party's maximum liability shall not be applicable for claims arising out of gross negligence, willful misconduct, or the Contractor's indemnification responsibilities to the State as set forth in Section I-K with respect to third party claims, actions and proceeding brought against the State.

I-O CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.
2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has



had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

I-P REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-O of this Contract, shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-Q CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF Acquisition Services, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked (☑) below:



- 1. Commercial General Liability with the following minimum coverages:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

- 5. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

I-R NOTICE AND RIGHT TO CURE



In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-S CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation.

If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled. There will be no cancellation charge for canceled Software unless the Software has been delivered. If the Software has been shipped, the cancellation will require State payment of return shipping costs. State has the right to cancel hardware purchases thirty (30) days prior to scheduled delivery without cost. After hardware delivery or within thirty (30) days of scheduled



delivery, cancellation of the hardware purchase is subject to a manufacturer cancellation charge not to exceed thirty-five percent (35%) of hardware list price.

3.2. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4.3. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5.4. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

The Contractor may terminate this Contract without prejudice to any other right or remedy available to Contractor, provided the State is given thirty (30) days prior notice to cure deficiency for the following reasons:

- 1) If the State fails to pay any license fees to Contractor in accordance with the requirements of this Contract;
- 2) If the State distributes Contractor Software, Data, and Documentation to any person or entity other than a Licensee; or
- 3) If the State discloses any trade secret technology and other information proprietary to Contractor in breach of this Agreement.

I-T RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or



employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-U EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.



2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

I-V ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

I-W DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the Director of Acquisition Services has given written consent to the delegation.

I-X NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every

subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-Y WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT



In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs/Regindx.

I-Z MODIFICATION OF SERVICE

The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

This Contract may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.

2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.

3. If the State does not accept the Contractor's proposal, the State may:
 - a. withdraw its change request; or
 - b. modify its change request, in which case the procedures set forth above will apply to the modified change request.



If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-AA NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor: **ESRI
Contract Manager
380 New York Street
Redlands, CA 92373-8100**

For the State: **Melissa Castro
DMB, Acquisition Services
2nd Floor, Mason Building
530 W. Allegan
Lansing, MI 48909**

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

I-BB ENTIRE AGREEMENT



This Contract shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-CC NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of a Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-DD SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-EE HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

I-FF RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-GG UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-HH SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-II GOVERNING LAW



This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

APPENDIX A ESRI GENERAL LICENSE TERMS & CONDITIONS

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 Contract including, but not limited to, Article 4, ESRI grants to Licensee a personal, nonexclusive, nontransferable license to

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

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

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

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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 Contract.

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 Contract 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 OF SOFTWARE LICENSE

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

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

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

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

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

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

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

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Types of Liability—IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY

BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, DATA, OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2 General Limitation of Liability—IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE ~~AMOUNTS PAID~~ MAXIMUM AMOUNT OF THE CONTRACT TO ESRI BY LICENSEE FOR SOFTWARE, DATA, OR DOCUMENTATION PURSUANT TO THIS AGREEMENT.

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

ARTICLE 9—INFRINGEMENT INDEMNITY

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

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

9.2 If ESRI believes that the Software, Data, or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software, Data, or Documentation is enjoined, ESRI, at its own expense, may either (i) obtain the right for Licensee to continue using the Software, Data, or Documentation or (ii) modify the Software, Data, or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to ESRI and ESRI's sole liability shall be to refund license fees paid by Licensee prorated over a ~~five (5) year period~~ three (3) 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

10.2 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.

10.4 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.

**APPENDIX A
ESRI GENERAL LICENSE TERMS & CONDITIONS**

APPENDIX B, ESRI MPA TERMS & CONDITIONS

ARTICLE 1—DEFINITIONS

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

"Licensee" means the governmental body that has signed this Contract or Authorized Entity that has accepted the terms of this Agreement.

"Authorized Entity" means an authorized political subdivision of the governmental body, such as counties or cities, that places orders in accordance with the requirements defined within this Contract.

ARTICLE 2—TERM OF AGREEMENT

Upon thirty (30) days notice to the State, Environmental Systems Research Institute, Inc. (ESRI), may elect to not renew the Contract should total orders for licenses, training, consulting, or custom application development not exceed fifty thousand dollars (\$50,000) per year or one hundred fifty thousand dollars (\$150,000) per any three (3)-year period.

ARTICLE 3—PRODUCT OFFERINGS

ESRI may, at its sole discretion, discontinue offering any Software, Data, other product, or service included in this Contract at any time upon thirty (30) days written notice.

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

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in this Contract are restricted to use within the United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

ARTICLE 6—LIMITATION

6.1 No Minimum Purchase

Licensee does not guarantee to purchase any certain amount under this Contract.

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders

Licensee shall issue purchase orders to ESRI for Software, Data, services, or hardware based on the fees specified in this Contract. The Licensee is requested to confirm hardware pricing and model availability with ESRI prior to placement of a purchase order. The terms and conditions of this Contract shall govern all orders issued by Licensee.

7.2 Purchase Order Requirements

All purchase orders shall reference and be subject to the terms and conditions of this Contract.

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

- a. Name or identification of Licensee, place of delivery, and the end user name and contact information
- b. Purchase order number
- c. Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
- d. Primary site for maintenance if primary maintenance is *not* ordered
- e. Quantity, description, and unit price
- f. On the face of the purchase order, print the following statement: "Licensee agrees to be bound by the terms and conditions of Contract No. **TBD (ESRI 2002MPA3133)**"

7.3 Additional Quotes

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

7.4 Authorized Entity

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

7.5 Registration/Keycode Request

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

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

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

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

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

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

ARTICLE 9—PRICING

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

9.1 Software

ESRI will provide the Software specified at the prices provided within this Contract.

9.2 Hardware

Hardware purchases will be accomplished in accordance with procedures in Article 11, Hardware Purchases. ESRI is subject to hardware vendors' price fluctuations; however, ESRI shall provide a firm quote for hardware valid for sixty (60) to

ninety (90) days upon written request. Licensee shall confirm delivery dates with ESRI's hardware manager prior to placing orders.

9.3 Support Services

ESRI will provide technical support and maintenance services as specified by the Support Services policies described under "Support" ("Support Services Brochure") on the ESRI Web site home page at www.esri.com.

9.4 Implementation Services

Implementation services are contracted by way of a quote and purchase order process on a time and materials basis. Implementation Services may only be contracted under this Agreement if this Agreement expressly incorporates the Implementation Services Terms and Conditions Addendum (G-363-C/CJ) and the Time and Materials Rate Schedule (J-8410/BD), both of which provide the applicable terms, staffing, and hourly labor rates for any such work to be performed. Information and arrangements are available from the Implementation Services program manager at 909-793-2853, extension 1232.

ARTICLE 10—TERMS OF COMPENSATION AND ACCEPTANCE

10.1 Terms of Compensation

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

10.2 Acceptance and Payment

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

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

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

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

ARTICLE 11—HARDWARE PURCHASES

11.1 Hardware Purchase Procedures

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

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

11.2 ESRI Installation of Workstation and/or Peripheral Equipment

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

11.3 Procedures at Site

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

11.4 Deliverables

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

11.5 Responsibilities

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

11.6 Manufacturer's Warranty and Infringement Indemnity

ESRI will pass through any hardware warranty and infringement indemnity from each respective manufacturer directly to the Licensee. Neither ESRI Software and Data nor vendor's hardware is designed for use in fail-safe environments or mission-critical applications such as, but not limited to, running nuclear operations, airport/aircraft control systems, or 911 emergency and life support response systems.

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

ARTICLE 12—GENERAL PROVISIONS

12.1 Notice

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

Licensee Contact:

Melissa Castro
Buyer, DMB, Acquisition Services
2nd Floor, Mason Building
530 W. Allegan
Lansing, MI 48909

ESRI Contact:

Contracts Manager
ESRI
380 New York Street
Redlands, CA 92373-8100
Contracts Manager

12.2 Shipping and Handling

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

APPENDIX C, ESRI MPA PRICE LIST

General Information and Disclaimers

1. The following software items and related products are offered to Licensee and its qualified agencies for use only within the United States of America, its possessions, and territories.
2. The listed prices are exclusive of shipping, handling and any applicable taxes. Delivery terms are FOB Redlands, California. Shipping and handling will be prepaid and charged back, i.e. included in the invoice as a separate item. If desired, shipping and handling charges can be quoted to the customer prior to the placement of the order. Your ESRI Sales Representative can provide a specific quote including applicable shipping and handling charges.
3. Eligible customers may at any time request a specific quote based on this contract from an ESRI sales representative. When selecting items from this contract without assistance from an ESRI sales representative, be aware of the following general rules:
 - (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
 - (b) Some products may have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the software, and extension software is only functional in combination with the corresponding core software. If you have questions regarding your configuration and how it relates to your requirement, please contact your ESRI representative for additional information.
 - (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.
 - (d) Some items are not offered to all potential customers. For example, certain software upgrades are only offered to customers who have acquired the most recent versions of the software and local government licenses are only offered to local government customers.
 - (e) For installations exceeding one (1) day on-site, ESRI will add \$1,000 per day.
 - (f) Client Site Training of two (2) days or less is subject to an additional \$500 fee for instructor travel and expenses. Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-site training information at ESRI's Web site (www.esri.com/training/site_training.html) for details.
 - (g) ESRI Site Training (i.e. Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site (www.esri.com/training/register.html) for details.
4. Support services are defined at ESRI's Web site (www.esri.com) within the user support section. Particular attention should be paid to the fact that some ESRI software comes with complimentary maintenance for the first year and other software features different support plans.
5. New software releases for ArcInfo, ArcSDE, ArcGIS Concurrent Use Licenses, and other software are provided exclusively through maintenance programs. In these cases, software upgrades are not sold separately.
6. Sales of ArcStorm software are limited to existing ArcStorm customers.

7. Complimentary User Conference Registration for Standard Maintenance.

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

MPA Price List

E405 1/8/2003

| Section | Description | Price |
|----------------|---|--------------|
| 1.1 | ArcGIS Concurrent Use Licenses | |
| | ArcInfo 8.1 or 8.2 Concurrent Use License | \$7,100 |
| | ArcInfo 8.1 or 8.2 Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...) | \$3,000 |
| | ArcInfo 8.1 or 8.2 Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...) | \$1,200 |
| | ArcEditor Concurrent Use License | \$6,300 |
| | ArcView 8.x Concurrent Use License | \$2,800 |
| | ArcGIS Spatial Analyst Concurrent Use License | \$2,000 |
| | ArcGIS 3D Analyst Concurrent Use License | \$2,000 |
| | ArcGIS Geostatistical Analyst Concurrent Use License | \$2,000 |
| | ArcPress for ArcGIS Concurrent Use License | \$1,120 |
| | ArcGIS StreetMap USA Concurrent Use License (U.S. data) | \$400 |
| | MrSID Encoder for ArcGIS Concurrent Use License | \$1,200 |
| | ArcGIS Publisher Concurrent Use License | \$2,000 |
| | ArcGIS Survey Analyst Concurrent Use License (expected availability February 2003) | \$2,000 |
| | ArcGIS Tracking Analyst Concurrent Use License (expected availability February 2003) | \$2,000 |
| | ArcGIS ArcScan Concurrent Use License (expected availability February 2003) | \$2,000 |
| | Maplex for ArcGIS Concurrent Use License (expected availability Q2 2003) | \$2,000 |
| | ArcGIS Schematics Concurrent Use License | \$2,800 |
| | Primary Maintenance for ArcView 8.x Concurrent Use License | \$700 |
| | Secondary Maintenance for ArcView 8.x Concurrent Use License | \$500 |
| | Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License | \$500 |
| | Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License | \$200 |
| | Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License | \$500 |
| | Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License | \$200 |
| | Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License | \$500 |
| | Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License | \$200 |
| | Maintenance for ArcPress for ArcGIS Concurrent Use License | \$200 |
| | Primary Maintenance for ArcGIS Publisher Concurrent Use License | \$500 |
| | Secondary Maintenance for ArcGIS Publisher Concurrent Use License | \$200 |
| | Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License | \$500 |
| | Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License | \$200 |
| | Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License | \$500 |
| | Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License | \$200 |
| | Primary Maintenance for ArcGIS ArcScan Concurrent Use License | \$500 |
| | Secondary Maintenance for ArcGIS ArcScan Concurrent Use License | \$200 |
| | Primary Maintenance for Maplex for ArcGIS Concurrent Use License | \$500 |
| | Secondary Maintenance for Maplex for ArcGIS Concurrent Use License | \$200 |
| | Primary Maintenance for ArcGIS Schematics Concurrent Use License | \$700 |
| | Secondary Maintenance for ArcGIS Schematics Concurrent Use License | \$350 |
| | Primary Maintenance for ArcEditor Concurrent Use License | \$1,500 |
| | Secondary Maintenance for ArcEditor Concurrent Use License | \$1,200 |
| 1.2 | ArcGIS Single Use Licenses | |

| | |
|--------------------------------|---------|
| ArcEditor Single Use License | \$6,300 |
| ArcView 8.x Single Use License | \$1,200 |

| Section | Description | Price | |
|--|---|--|---------|
| 1.2 | ArcGIS Spatial Analyst Single Use License | \$2,000 | |
| | ArcGIS 3D Analyst Single Use License | \$2,000 | |
| | ArcGIS Geostatistical Analyst Single Use License | \$2,000 | |
| | ArcPress for ArcGIS Single Use License | \$240 | |
| | ArcGIS StreetMap USA Single Use License (U.S. data) | \$400 | |
| | MrSID Encoder for ArcGIS Single Use License | \$1,200 | |
| | ArcGIS Publisher Single Use License | \$2,000 | |
| | ArcGIS Survey Analyst Single Use License (expected availability February 2003) | \$2,000 | |
| | ArcGIS Tracking Analyst Single Use License (expected availability February 2003) | \$2,000 | |
| | ArcGIS ArcScan Single Use License (expected availability February 2003) | \$2,000 | |
| | Maplex for ArcGIS Single Use License (expected availability Q2 2003) | \$2,000 | |
| | ArcGIS Schematics Single Use License | \$2,800 | |
| | Primary Maintenance for ArcView 8.x Single Use License (without extensions) | \$400 | |
| | Secondary Maintenance for ArcView 8.x Single Use License (without extensions) | \$200 | |
| | Primary Maintenance for ArcView 8.x Single Use License with Extensions | \$1,000 | |
| | Secondary Maintenance for ArcView 8.x Single Use License with Extensions | \$800 | |
| | Primary Maintenance for ArcEditor Single Use (without extensions) | \$1,500 | |
| | Secondary Maintenance for ArcEditor Single Use (without extensions) | \$1,200 | |
| | Primary Maintenance for ArcEditor Single Use with Extensions | \$2,100 | |
| | Secondary Maintenance for ArcEditor Single Use with Extensions | \$1,800 | |
| 1.3 | ArcGIS Upgrades | | |
| | ArcView 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Single Use License (without extensions) | \$600 | |
| | ArcView 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Single Use License (with one or more extensions) | \$1,200 | |
| | ArcView 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Concurrent Use License (without extensions) | \$2,080 | |
| | ArcView 2.x or 3.x for Windows or Mac Upgrade to ArcView 8.x Concurrent Use License (with one or more extensions) | \$3,200 | |
| | ArcView 2.x or 3.x for UNIX Upgrade to ArcView 8.x Single Use License-Windows (without extensions) | \$600 | |
| | ArcView 2.x or 3.x for UNIX Upgrade to ArcView 8.x Single Use License-Windows (with one or more extensions) | \$1,200 | |
| | ArcView 2.x or 3.x for UNIX Upgrade to ArcView 8.x Concurrent Use License (without extensions) | \$600 | |
| | ArcView 2.x or 3.x for UNIX Upgrade to ArcView 8.x Concurrent Use License (with one or more extensions) | \$1,200 | |
| | ArcView 8.x Single Use License Upgrade to ArcView 8.x Concurrent Use License | \$1,600 | |
| | ArcView 8.x Single Use License Upgrade to ArcGIS 8.3 Single Use License (without extensions) | \$600 | |
| | ArcView 8.x Single Use License Upgrade to ArcGIS 8.3 Single Use License with Extensions | \$1,200 | |
| | MrSID for ArcGIS 8.1.x Upgrade to MrSID for ArcGIS 8.2 Single Use License | \$400 | |
| | 1.4 | ArcInfo 7.x or 8.0.x Software—UNIX/Windows NT | |
| | | ArcInfo 7.x or 8.0.x Floating License | \$7,100 |
| ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...) | | \$3,000 | |

| | |
|---|---------|
| ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (each) (Secondary 2-10, 12-20...) | \$1,200 |
| ArcInfo 7.x or 8.0.x Extension (each) Floating License (ArcNetwork, ArcCOGO, ArcTIN, ArcGrid, or ArcScan) | \$1,800 |

| Section | Description | Price |
|----------------|---|--------------|
| 1.4 | ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...) | \$500 |
| | ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...) | \$200 |
| | ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...) | \$4,000 |
| | ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2–10, 12–20...) | \$1,600 |
| | ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...) | \$1,100 |
| | ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2–10, 12–20...) | \$440 |
| | Other ArcInfo 7.x or 8.0.x Licenses—UNIX/Windows NT | |
| | ArcStorm First License (3 seats) | \$3,000 |
| | ArcStorm Additional License (each additional seat) | \$500 |
| | ArcStorm First License (3 seats) Annual Maintenance | \$500 |
| | ArcStorm Additional License (each additional seat) Annual Maintenance | \$100 |
| | ArcPress for ArcInfo Floating Seat License | \$1,400 |
| | ArcPress for ArcInfo Floating Seat License Annual Maintenance | \$200 |
| 2 | ArcView 3.x and Extensions | |
| 2.1(a) | UNIX | |
| | ArcView 3.x for UNIX Single Use License Qty. 1-5 | \$1,756 |
| | ArcView 3.x for UNIX Single Use License Qty. 6-25 (each) | \$1,581 |
| | ArcView 3.x for UNIX Single Use License Qty. 26+ (each) | \$1,405 |
| | ArcView 3.x for UNIX License Primary Maintenance | \$700 |
| | ArcView 3.x for UNIX License Secondary Maintenance | \$500 |
| | Upgrade for ArcView 3.2 for UNIX License to ArcView 3.3 | \$99 |
| | Upgrade for ArcView 3.1 for UNIX License to ArcView 3.3 | \$495 |
| | Upgrade for ArcView 3 for UNIX License to ArcView 3.3 | \$495 |
| | Upgrade for ArcView 2.x for UNIX License to ArcView 3.3 | \$495 |
| | Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT | \$500 |
| | ArcView Network Analyst Extension for UNIX Single Use License Qty. 1-5 (each) | \$2,246 |
| | ArcView Network Analyst Extension for UNIX Single Use License Qty. 6-25 (each) | \$2,121 |
| | ArcView Network Analyst Extension for UNIX Single Use License Qty. 26+ (each) | \$1,871 |
| | ArcView Network Analyst Extension for UNIX License Primary Maintenance | \$500 |
| | ArcView Network Analyst Extension for UNIX License Secondary Maintenance | \$200 |
| | ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 1-5 (each) | \$2,246 |
| | ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 6-25 (each) | \$2,121 |
| | ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 26+ (each) | \$1,871 |
| | ArcView Tracking Analyst Extension for UNIX License Primary Maintenance | \$500 |
| | ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance | \$200 |
| | ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 1-5 (each) | \$2,696 |
| | ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 6-25 (each) | \$2,546 |
| | ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 26+ (each) | \$2,246 |
| | ArcView Spatial Analyst Extension for UNIX License Primary Maintenance | \$500 |
| | ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance | \$200 |

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|---|---------|
| ArcView 3D Analyst Extension for UNIX Single Use License Qty. 1-5 (each) | \$2,696 |
| ArcView 3D Analyst Extension for UNIX Single Use License Qty. 6-25 (each) | \$2,546 |

| Section | Description | Price |
|----------------|--|---|
| 2.1(a) | ArcView 3D Analyst Extension for UNIX Single Use License Qty. 26+ (each) | \$2,246 |
| | ArcView 3D Analyst Extension for UNIX License Primary Maintenance | \$500 |
| | ArcView 3D Analyst Extension for UNIX License Secondary Maintenance | \$200 |
| 2.1(b) | Windows/Windows NT | |
| | ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each) | \$956 |
| | ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each) | \$861 |
| | ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each) | \$765 |
| | Primary Maintenance ArcView 3.x for Windows/Windows NT License (without extensions) | \$400 |
| | Secondary Maintenance ArcView 3.x for Windows/Windows NT License (without extensions) | \$200 |
| | Primary Maintenance ArcView 3.x for Windows/Windows NT License (with extensions) | \$1,000 |
| | Secondary Maintenance ArcView 3.x for Windows/Windows NT License (with extensions) | \$800 |
| | Upgrade for ArcView 3.2 for Windows License to ArcView 3.3 | \$99 |
| | Upgrade for ArcView 3.1 for Windows License to ArcView 3.3 | \$395 |
| | Upgrade for ArcView 3.0 for Windows License to ArcView 3.3 | \$395 |
| | Upgrade for ArcView 2.x for Windows License to ArcView 3.3 | \$395 |
| | ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each) | \$1,346 |
| | ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each) | \$1,271 |
| | ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each) | \$1,121 |
| | ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each) | \$1,346 |
| | ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each) | \$1,271 |
| | ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each) | \$1,121 |
| | ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each) | \$2,246 |
| | ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each) | \$2,121 |
| | ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each) | \$1,871 |
| | Upgrade ArcView Spatial Analyst 1.x to 2 for Windows/Windows NT | \$695 |
| | ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each) | \$2,246 |
| | ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each) | \$2,121 |
| | ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each) | \$1,871 |
| | ArcView Image Analysis Extension for Windows/Windows NT Single Use License Qty. 1-5 (each) | \$2,246 |
| | ArcView Image Analysis Extension for Windows/Windows NT Single Use License Qty. 6-25 (each) | \$2,121 |
| | ArcView Image Analysis Extension for Windows/Windows NT Single Use License Qty. 26+ (each) | \$1,871 |
| | ArcView Image Analysis Extension for Windows/Windows NT License Primary Maintenance | \$500 |
| | ArcView Image Analysis Extension for Windows/Windows NT License Secondary Maintenance | \$200 |
| | Upgrade ArcView StreetMap 1 to 1.1 for Windows/Windows NT (U.S. data) | \$250 |
| | Upgrade ArcView Image Analysis 1 to 1.1 | \$199 |
| | 2.2 | ArcView StreetMap and StreetMap 2000 |

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| ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data) | \$495 |
| ArcView StreetMap 2000 (U.S. data) | \$8,995 |

| Section | Description | Price |
|----------------|--|--------------|
| 2.2 | ArcView StreetMap 2000 Annual Upgrade Subscription (U.S. data) | \$4,998 |
| | Upgrade ArcView StreetMap 2000 1 to 1.1 (U.S. data) | \$5,500 |
| 2.3 | ArcView Business Analyst (U.S. data) | |
| | ArcView Business Analyst License (U.S. data) | \$9,595 |
| | ArcView Business Analyst Extension Pack License (U.S. data) | \$7,435 |
| | ArcView Business Analyst Local Government License (U.S. data) | \$7,995 |
| | ArcView Business Analyst Extension Pack Local Government License (U.S. data) | \$6,995 |
| | Upgrade from ArcView Business Analyst 1.x to 2 (per License/Seat) (U.S. data) | \$5,000 |
| | Upgrade from ArcView Business Analyst 1.x to 2 Extension Pack per License (U.S. data) | \$4,000 |
| | ArcView Business Analyst Extension Primary Maintenance (per License/Seat) (U.S. data) | \$4,000 |
| | ArcView Business Analyst Extension Secondary Maintenance (per License/Seat) (U.S. data) | \$2,500 |
| | ArcView Business Analyst Extension Pack Primary Maintenance (per License/Seat) (U.S. data) | \$3,000 |
| | ArcView Business Analyst Extension Pack Secondary Maintenance (per License/Seat) (U.S. data) | \$2,500 |
| | ArcView Business Analyst Local Government Primary Maintenance (per License/Seat) | \$4,000 |
| | ArcView Business Analyst Local Government Secondary Maintenance (per License/Seat) | \$2,500 |
| | ArcView Business Analyst Local Government Extension Pack Primary Maintenance (per License/Seat) | \$3,000 |
| | ArcView Business Analyst Local Government Extension Pack Secondary Maintenance (per License/Seat) | \$2,500 |
| 2.4 | ArcPress for ArcView | |
| | ArcPress for ArcView UNIX License | \$295 |
| | ArcPress for ArcView Windows/Windows NT License | \$295 |
| 3 | MapObjects | |
| | MapObjects--Windows Edition Developer's Kit (includes MapObjects--Windows Edition and 50 Deployments) | \$4,000 |
| | MapObjects--Java Standard Edition Developer Kit (includes MapObjects--Java Standard Edition and 50 Deployments) | \$4,000 |
| | Additional MapObjects--Windows Edition Developer License | \$800 |
| | Additional MapObjects--Java Standard Edition Developer License | \$800 |
| | 25-Pak Additional MapObjects--Windows Edition Deployments | \$2,000 |
| | 25-Pak Additional MapObjects--Java Standard Edition Deployments | \$2,000 |
| | Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program) | \$1,000 |
| | MapObjects--Windows Limited Deployment Site License Kit | \$16,000 |
| | MapObjects--Java Limited Deployment Site License Kit | \$16,000 |
| | MapObjects--Windows Edition Developer's Kit Maintenance | \$1,000 |
| | MapObjects--Java Standard Edition Developer's Kit Maintenance | \$2,000 |
| | Additional MapObjects--Windows Edition Developer License Maintenance | \$200 |
| | Additional MapObjects--Java Standard Edition Developer Licenses Maintenance | \$200 |
| | MapObjects--Windows Limited Deployment Site License Kit Maintenance | \$3,000 |
| | MapObjects--Java Limited Deployment Site License Kit Maintenance | \$4,000 |
| | MapObjects--Java Standard Edition Internet Developer's Kit (Three Developer Licenses and Internet Deployment License for One Web Server) | \$6,000 |
| | MapObjects--Java Standard Edition Internet Deployment License for One Additional Web | \$4,000 |

Server
Additional MapObjects--Java Standard Edition Developer
License

\$800

| Section | Description | Price |
|----------------|---|--------------|
| 3 | MapObjects--Java Standard Edition Internet Developer's Kit (Three Developer Licenses and Internet Deployment License for One Web Server Maintenance) | \$1,500 |
| | MapObjects--Java Standard Edition Internet Deployment License for One Additional Web Server Maintenance | \$1,000 |
| | Additional MapObjects--Java Standard Edition Developer Maintenance | \$200 |
| | Upgrade MapObjects--Windows Edition 1.x to MapObjects 2.2 Development License | \$1,000 |
| | Upgrade MapObjects--Windows Edition 2 to MapObjects--Windows Edition 2.2 Development License | \$700 |
| | Upgrade MapObjects--Windows Edition 2.1 to MapObjects Windows--Editions 2.2 Development | \$250 |
| | MapObjects LT 2 License | \$1,000 |
| | MapObjects--Windows Edition StreetMap Developer's Kit (1 Development License and 50 Deployment Licenses) | \$595 |
| | Additional MapObjects--Windows Edition StreetMap Deployment License 25 Pak | \$50 |
| | Additional MapObjects--Windows Edition StreetMap Development License | \$495 |
| 4 | ArcSDE | |
| 4.1 | ArcSDE Installation Kit | \$400 |
| 4.2 | ArcSDE 8 Server and Processor License | |
| | ArcSDE 8 Server and two Processors (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses) | \$10,000 |
| | ArcSDE 8 License for One Additional Processor | \$2,500 |
| | ArcSDE 8 Read and Write Server Connection License | \$1,000 |
| | ArcSDE 8 Read-Only Server Connection License | \$500 |
| | Primary Maintenance for ArcSDE or SDE, 1 Server, 5 Connects | \$3,600 |
| | Secondary Maintenance for ArcSDE or SDE, 1 Server, 5 Connects | \$1,500 |
| | Maintenance for ArcSDE 8 or SDE 3 Server License with Two CPUs | \$3,000 |
| | Maintenance for ArcSDE 8 or SDE 3 Additional Processor License | \$500 |
| | Maintenance for ArcSDE 8/SDE 3 Read and Write Server Connection License | \$150 |
| | Maintenance for ArcSDE 8/SDE 3 Read-Only Server Connection License | \$150 |
| | ArcSDE 8.3 Single Use License Per Notebook Computer | \$1,000 |
| | Maintenance for ArcSDE 8.3 Single Use License Per Notebook Computer | \$200 |
| 5 | ArcIMS | |
| 5.1 | ArcIMS Standard Edition Server/CPU License | \$7,500 |
| | ArcIMS Standard Edition Additional CPU License | \$5,000 |
| | ArcIMS Standard Edition Server/CPU Annual Maintenance | \$1,500 |
| | ArcIMS Standard Edition Additional CPU Annual Maintenance | \$1,000 |
| | ArcIMS Additional Development License Annual Maintenance Fee (each) | \$200 |
| | ArcIMS SLG Edition Server/CPU License-Includes ArcIMS and ArcSDE Intranet Deployment License for One Server and First CPU and ArcIMS Software-Limited to 10 Named Users | \$5,000 |
| | Maintenance for ArcIMS SLG Edition Server/CPU License | \$1,500 |
| | Upgrade of SLG License to ArcIMS Standard Edition License | \$2,500 |
| 5.2 | ArcIMS Route Server | |
| | ArcIMS Route Server License for One Server/CPU | \$3,000 |
| | Annual Maintenance for ArcIMS Route Server License for One Server/CPU | \$600 |
| | ArcIMS Route Server Additional CPU License | \$1,500 |

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| Annual Maintenance for ArcIMS Route Server Additional CPU License | \$300 |
| Data Pack--Tele Atlas MultiNet USA License for One Server/CPU | \$10,000 |

| Section | Description | Price |
|----------------|---|--------------|
| 5.2 | Annual Update Data Pack--Tele Atlas MultiNet USA License for one Server/CPU | \$5,000 |
| | Data Pack--Tele Atlas MultiNet USA Additional CPU License | \$5,000 |
| | Annual Update--Data Pack-Tele Atlas MultiNet USA Additional CPU License | \$2,500 |
| | Data Pack--GDT USA Data Pack License for up to 5,000,000 Transactions | \$10,000 |
| | Data Pack--GDT USA Data Pack License for up to 20,000,000 Transactions | \$25,000 |
| | Data Pack--GDT USA Data Pack License for up to 60,000,000 Transactions | \$75,000 |
| 6 | Desktop Mapping Software | |
| 6.1 | PC ARC/INFO | |
| | PC ARC/INFO Single Use License | \$2,396 |
| | PC ARC/INFO 4.0 Upgrade per License | \$295 |
| | PC ARC/INFO Single Use License Maintenance | \$845 |
| 7 | Business Applications Software | |
| 7.1 | ArcLogistics Route | |
| | ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) | \$9,600 |
| | ArcLogistics Route Annual Maintenance (U.S. data) | \$2,000 |
| | ArcLogistics Route Additional Service Area (U.S. data) | \$1,600 |
| | ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance | \$1,000 |
| | ArcLogistics Route No Data License | \$8,000 |
| | ArcLogistics Route No Data License Annual | \$1,000 |
| | ArcLogistics Route for Citrix License (U.S. data) 5-Pak | \$24,000 |
| | ArcLogistics Route for Citrix License (U.S. data) 5-Pak Annual Maintenance | \$6,000 |
| | ArcLogistics Route for Citrix License (U.S. data) 25-Pak | \$80,000 |
| | ArcLogistics Route for Citrix License (U.S. data) 25-Pak Annual Maintenance | \$20,000 |
| | ArcLogistics Route No Data License for Citrix 5-Pak | \$20,000 |
| | ArcLogistics Route No Data License for Citrix 5-Pak Annual Maintenance | \$5,000 |
| | ArcLogistics Route No Data License for Citrix 25-Pak | \$60,000 |
| | ArcLogistics Route No Data License for Citrix 25-Pak Annual Maintenance | \$15,000 |
| | ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government | \$6,000 |
| | ArcLogistics Route Annual Maintenance (U.S. data) for Local Government | \$1,600 |
| | ArcLogistics Route No Data License for Local Government | \$5,000 |
| | ArcLogistics Route No Data License for Local Government Annual Maintenance | \$1,000 |
| | ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government | \$18,000 |
| | ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government Annual Maintenance | \$3,600 |
| | ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government | \$24,000 |
| | ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government Maintenance | \$6,000 |
| | ArcLogistics Route for Citrix License (U.S. data) 25-Pak for Local Government | \$80,000 |
| | ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pak for Local Government Annual Maintenance | \$20,000 |
| | ArcLogistics Route No Data License for Citrix 3-Pak for Local Government | \$15,000 |
| | ArcLogistics Route No Data License for Citrix 3-Pak for Local Government Annual Maintenance | \$3,000 |
| | ArcLogistics Route No Data License for Citrix 5-Pak for Local Government | \$20,000 |
| | ArcLogistics Route No Data License for Citrix 5-Pak for Local Government Annual | \$5,000 |

Maintenance

| Section | Description | Price |
|----------------|--|--------------|
| 7.1 | ArcLogistics Route No Data License for Citrix 25-Pak for Local Government | \$60,000 |
| | ArcLogistics Route No Data License for Citrix 25-Pak for Local Government Annual Maintenance | \$15,000 |
| 7.2 | BusinessMAP 3 | |
| | BusinessMAP 3 | \$349 |
| 7.3 | RouteMAP IMS | |
| | RouteMAP IMS Server/CPU License | \$3,000 |
| | RouteMAP IMS Additional CPU License | \$500 |
| | RouteMAP IMS Maintenance Server/CPU License | \$1,000 |
| | RouteMAP IMS Maintenance for Additional CPU | \$500 |
| | RouteMAP IMS Data Pack USA Server/CPU License | \$3,000 |
| | RouteMAP IMS Data Pack USA Additional CPU License | \$500 |
| | RouteMAP IMS Data Pack USA Maintenance Server/CPU License | \$1,000 |
| | RouteMAP IMS Data Pack USA Maintenance for Additional CPU License | \$500 |
| | RouteMAP IMS Data Pack CANADA Server/CPU License | \$6,600 |
| | RouteMAP IMS Data Pack CANADA Additional CPU License | \$2,000 |
| | RouteMAP IMS Data Pack CANADA Maintenance Server/CPU License | \$4,000 |
| | RouteMAP IMS Data Pack CANADA Maintenance for Additional CPU License | \$1,500 |
| 8 | Other Software | |
| 8.1 | NetEngine | |
| | NetEngine Standard Developer's Kit (incl. 1 Developer Seat and 10 Deployment Licenses) | \$10,000 |
| | NetEngine Internet Developer's Kit (incl. 1 Developer Seat and 1 Network Server) | \$6,000 |
| | Additional Developer Seat | \$2,000 |
| | Additional Network Server Deployment License (12 Months, 1 Server) | \$4,000 |
| | NetEngine 10-Pak Deployment License | \$8,000 |
| | NetEngine Annual Renewal (Internet Developer's Kit or Deployment License) | \$1,000 |
| | NetEngine Standard Developer's Kit Upgrade 1.x to 1.2 | \$1,500 |
| | NetEngine Internet Developer's Kit Upgrade 1.x to 1.2 | \$1,000 |
| | NetEngine Internet/Standard Developer Kit Annual Software Maintenance | \$2,000 |
| | Additional Developer Seat Annual Software Maintenance (each) | \$500 |
| 8.2 | Maplex | |
| | Maplex First Single Use License | \$15,000 |
| | Maplex Second Single Use License | \$14,000 |
| | Maplex Third Single Use License | \$11,500 |
| | Maplex Single Use License Annual Primary Maintenance | \$3,750 |
| | Maplex Single Use License Annual Secondary Maintenance | \$1,500 |
| 8.3 | Reserved | |
| 8.4 | ArcPad | |
| | ArcPad Single Use License | \$396 |
| | ArcPad Single Use License Support | \$295 |
| | ArcPad Application Builder Single Use License | \$1,200 |
| | ArcPad Application Builder Primary Maintenance | \$500 |
| | ArcPad Application Builder Secondary Maintenance | \$300 |
| | ArcPad 5.x to ArcPad 6 Upgrade | \$150 |
| 9 | Software Media Kits and Hardware Keys | |

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|--|-------|
| Additional Install Kit for ArcInfo | \$400 |
| Additional Windows/Windows NT Hardware Key | \$50 |

| Section | Description | Price |
|----------------|--|--------------|
| 10 | Reserved | |
| 11 | Reserved | |
| 12 | Software Support and Services | |
| 12.1 | ASAP Technical Support | |
| | ArcView Network Analyst or ArcView Tracking Analyst for Windows ASAP Support | \$349 |
| | PC ARC/INFO ASAP Support | \$595 |
| | ArcView 3D Analyst for Windows or ArcView Spatial Analyst/ArcView Image Analysis for Windows ASAP Support | \$349 |
| | ArcView 3D Analyst for UNIX or ArcView Spatial Analyst for UNIX ASAP Support | \$349 |
| | ArcView Network Analyst for UNIX or ArcView Tracking Analyst for UNIX ASAP Support | \$349 |
| | ArcView 3.x for UNIX ASAP Support | \$549 |
| | ArcView 3.x for Windows or Macintosh ASAP Support | \$349 |
| 12.2 | Developer Support Program | |
| | IMS Developers Priority Support | \$1,495 |
| | IMS Developers Pay-As-You-Go Support (per incident) | \$150 |
| | MapObjects LT Developers Priority Support | \$395 |
| | MapObjects LT Pay-As-You-Go Support (per incident) | \$60 |
| | ArcInfo Workstation Developers Priority Support | \$2,000 |
| | ArcInfo Workstation Developers Pay-As-You-Go Support (per incident) | \$175 |
| | ArcGIS Desktop Developers Priority Support | \$2,000 |
| | ArcGIS Desktop Developers Pay-As-You-Go Support | \$175 |
| | ArcView 3.x, Avenue, Grid I/O Desktop Developers Priority Support | \$795 |
| | ArcView 3.x, Avenue, Grid I/O Desktop Developers Pay-As-You-Go Support (per incident) | \$80 |
| | Cross Product Plan Developers Priority Support | \$1,995 |
| | Premium Support Services at an Hourly Rate--36 Hours | \$7,500 |
| | Premium Support Services at an Hourly Rate--One Additional Hour (must be ordered at the same time as initial block of 36 hours) | \$207 |
| 12.3 | Reserved | |
| 12.4 | Installation Services and Training | |
| | Single Workstation Installation of ArcInfo and Extensions in USA | \$2,500 |
| | Multiple (up to 5) Workstation Installations of ArcInfo and Extensions at One Site in the USA | \$3,500 |
| | ArcIMS Implementation--Service for the ArcIMS Standard Edition Server/CPU License. Consists of up to 20 hours of travel and on-site support, over 2 days. | \$3,500 |
| | Standard Training per Person per Day at ESRI USA Training Centers | \$400 |
| | Standard Training per Instructor per Day at Client Site in USA | \$3,050 |
| | Nonstandard Training per Person per Day at ESRI USA Training Centers | \$450 |
| | Nonstandard Training Course at Client Site in USA | \$3,520 |
| | Standard Workshops per Person per Day at ESRI USA Training Center | \$300 |
| | Standard Workshops at Client Site in USA | \$2,290 |
| 12.5 | Virtual Campus | |
| | ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 1-4 Seats (each) | \$100 |
| | ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 5-9 Seats (each) | \$95 |
| | ESRI Virtual Campus Training Course Pricing (4 to 7 modules) 10+ Seats (each) | \$90 |
| | ESRI Virtual Campus Subscription Pricing Education Subscriptions (for all Virtual Campus courses) | |

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|--------------------------------------|---------|
| Annual Premium Subscription 25 Seats | \$2,250 |
| Annual Premium Subscription 50 Seats | \$4,250 |

| Section | Description | Price |
|----------------|--|--------------|
| 12.5 | Annual Premium Subscription 100 Seats | \$7,000 |
| | Annual Premium Subscription 500 Seats | \$30,000 |
| | Annual Premium Subscription 1,000 Seats | \$50,000 |
| | Annual Standard Subscription 25 Seats | \$2,125 |
| | Annual Standard Subscription 50 Seats | \$4,000 |
| | Annual Standard Subscription 100 Seats | \$6,000 |
| | Annual Standard Subscription 500 Seats | \$25,000 |
| | Annual Standard Subscription 1,000 Seats | \$40,000 |

APPENDIX D, TIME & MATERIALS RATE SCHEDULE

Effective January 1, 2003

Hourly time and materials labor rates have been provided for each labor category for calendar year 2003. The hourly labor rates for services that are performed after 2003 will be escalated seven and one-half percent (7.5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced. All travel will be billed according to the current State of Michigan travel schedule.

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

Principal

Hourly Rate: \$260/Hour

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

Senior Consultant

Hourly Rate: \$197/Hour

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

Consultant

Hourly Rate: \$156/Hour

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

Senior Technical Designer

Hourly Rate: \$203/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: \$164/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: \$128/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: \$108/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.

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**APPENDIX A
ESRI GENERAL LICENSE TERMS & CONDITIONS**

APPENDIX E, IMPLEMENTATION SERVICES

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

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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. Other direct costs included in the quote, such as travel, will be invoiced at actual cost. All travel expenses will be billed according to the current State of Michigan travel schedule. The client will be invoiced on a monthly basis for work provided in the previous month. Payment terms are forty-five (45) days from receipt of an invoice. Payment shall be made to the address identified on original ESRI invoices.

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.

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 and data for support of which the deliverables were supplied ("Software" and "Data," respectively).

PATENTS AND INVENTIONS: Each party shall retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors (hereinafter called "Inventors") during the term of this Addendum. The parties shall jointly own any Invention made jointly by Inventors

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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.

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.

A joint owner ("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 other joint owner ("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.

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, OWNERSHIP, AND EXPORT CONTROLS: Except as specifically granted in this Addendum, ESRI or its licensors own and retain all right, title, and interest in the deliverables.

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

Except as provided in the preceding paragraph, Licensee shall not disclose the deliverables to employees or third parties without the advanced written consent of ESRI. However, Licensee may, without such consent, make such disclosures to employees to the extent reasonably required to allow Licensee to use the Software or Data in a manner authorized under applicable licenses.

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 Addendum and obtain their agreement to be bound by them.

APPENDIX A ESRI GENERAL LICENSE TERMS & CONDITIONS

APPENDIX F, CLIENT SITE TRAINING TERMS

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

I—SCOPE

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

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

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

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

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

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

II—SOFTWARE LICENSES

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

III—PERFORMANCE AND PAYMENT

Upon completion of each training course, ESRI shall invoice CLIENT and CLIENT shall pay said invoice within forty-five (45) days of receipt thereof.

IV—EXPORT CONTROL REGULATIONS

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

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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.