

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**, ("ESRI") a California corporation, whose address is 380 New York Street, Redlands, California 92373 (the "Consultant").

08-649-A

WITNESSETH:

WHEREAS, the City and the Consultant entered into an Agreement dated July 29, 2008, with an effective date of March 4, 2008, relating to a City wide GIS license agreement (the "Agreement"); and

WHEREAS, the City and the Consultant wish to amend the Agreement, to extend the term, to increase the compensation to the Consultant, and to further amend the Agreement as indicated below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Attached hereto as Exhibit A are the terms and conditions of the First Amendment to the Agreement, which are hereby incorporated herein.

2. A new article is added to the Agreement General Terms and Conditions section and reads as follows:

"20. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original."

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendatory Agreement as of the day and year first written above.

ATTEST:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

CITY AND COUNTY OF DENVER:

By: _____
M A Y O R

RECOMMENDED AND APPROVED:

By: Molly Kaubi
Chief Information Officer

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the
City and County of Denver

By: [Signature]
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. CE84013(1)

By: _____
Auditor

"CITY"

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC. (ESRI)**

Taxpayer (IRS) ID. No. 95-2775-732

By: [Signature]

Name: Chris Johnson
(please print)

Title: Manager, Domestic Contracts

"CONSULTANT"

EXHIBIT A

EXHIBIT A

Amendment No. 1
to
Enterprise License Agreement No. 2008ELA9 (ELA)
Between
City and County of Denver
and
Environmental Systems Research Institute, Inc. (Esri, formerly "ESRI")

This Amendment No. 1 is effective on March 4, 2011 and changes the ELA as follows:

1.0 Changes to Enterprise License Terms and Conditions, E512:

1.1. **Article 1—Definitions.** The definitions of "Licensee" and "Rolled-In Software" are deleted and replaced with the following:

- "Licensee" means City and County of Denver and its departments and divisions inclusive of its employee end users, excluding Denver International Airport which shall not participate in this ELA.
- "Rolled-In Software" means Software of the same type as Enterprise License Software (in addition to sixteen ArcPad licenses listed in Table A-3) that Licensee acquired for use prior to the Effective Date that are current on paid maintenance (as shown in Esri's customer service records) and that receive ELA Maintenance during the term of the ELA.

1.2 **Article 2—Grant of License.** The following new section is added to Article 2—Grant of License:

"2.2 Consultant Access. Section 3.4, Consultant Access of the General Terms and Conditions—E200 in the License Agreement is modified to add the restriction that access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of Licensee while (i) working on-site at Licensee's facilities; (ii) remotely accessing or using Enterprise License Software from Licensee's on-site computers or machines; or (iii) remotely using/accessing Enterprise License Software from a third party's computers or machines under contract to Licensee. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for Licensee."

1.3 **Article 4—ELA Maintenance, Section a (7).** City's authorized Tier 1 Help Desk individuals are increased from three (3) to five (5) and Appendix E is updated to reflect this increase. (See section 1.7, below.)

1.4 **Section 7.1 Term.** The following is inserted as the last sentence is section 7.1 Term:

“This ELA is extended an additional three years as follows:

Year 4 - 2011 (period from March 4, 2011 to March 3, 2012);

Year 5 - 2012 (period from March 4, 2012 to March 3, 2013); and

Year 6 - 2013 (period from March 4, 2013 to March 3, 2014).”

1.5 **Appendix A, Software and Deployment Schedule.** Appendix A is deleted and replaced with an updated Appendix A, Software and Deployment Schedule, a copy of which is attached hereto and incorporated herein by this reference.

1.6 **Appendix B, ELA Fee Schedule.** Appendix B is deleted and replaced with an updated Appendix B, ELA Fee Schedule, a copy of which is attached hereto and incorporated herein by this reference.

1.7 **Appendix E, Tier I Help Desk Authorized Individuals.** Appendix E is updated to reflect an increase from three (3) to five (5) named City individuals. A copy of the updated Appendix E is attached hereto and incorporated herein by this reference.

2.0 Changes to License Agreement Esri 2008S9:

2.1. The following is added as the opening paragraph to the License Agreement:

“License Agreement No. 2008S9: This License Agreement ("License Agreement") is between City and County of Denver, Colorado ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"). The License Agreement includes (i) the General License Terms and Conditions (E200), (ii) Exhibit 1, Scope of Use (E300), and (iii) Exhibit 2, Esri Source Code License Agreement (G-487). The parties acknowledge that they have read and understood this License Agreement and agree to be bound by the terms and conditions hereof.”

2.2. **Article 1—Definitions.** The following new definitions are added to this section:

- "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- "Term License" means licenses provided for use in a limited time period or on a subscription or transaction basis.

2.3. **Section 3.3 Evaluation Software.** The term “limited term licenses” is deleted and in its place “Term License” is inserted.

2.4. **Article 5—Term.** Each instance of “term license” is deleted and replaced with “Term License.”

2.5. **Section 6.4 Special Disclaimer.** This section is changed to read as follows:

“6.4 Special Disclaimer. ~~SAMPLES, CODE, SAMPLE APPLICATION, SAMPLE EXTENSION,~~ HOT FIXES, PATCHES, EVALUATION SOFTWARE, AND BETA ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE ~~SAMPLES, CODE, SAMPLE APPLICATION, SAMPLE EXTENSION,~~ HOT FIXES, PATCHES, EVALUATION SOFTWARE, AND BETA.”

2.6. **Section 6.7 Exclusive Remedy.** The clause “(dated July 18, 2007”) is deleted and replaced with “(Last edited: August 2010, a copy of which is attached to this License Agreement and incorporated herein by this reference).”

2.7 **Section 9.10 Access to Source Code.** Section 9.10 Access to Source Code is deleted and replaced with the following:

“ 9.10 Access to Source Code. Access to Source Code is subject to Exhibit 2, Esri Source Code License Agreement (the “Source Code License Agreement”) a copy of which is attached to this License Agreement and incorporated herein by this reference.”

2.8 **Article 9—General Provisions.** The following new sections 9.11 Maintenance and 9.12 Patents are added:

“9.11 Maintenance. Maintenance for qualifying Software or Data consists of updates and other benefits such as access to technical support, specified in Esri's US Standard Software Maintenance Program last edited August 2010, a copy of which is attached hereto and incorporated herein by this reference.

9.12 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

3.0 Changes to Esri Enterprise Advantage Program (EAP) Addendum.

3.1 Esri Enterprise Advantage Program (EAP) Addendum is deleted and replaced with Esri Enterprise Advantage Program (EAP) Enterprise License Agreement (ELA) Addendum Agreement (E125-ELA), EAP agreement number 2010EAP9, a copy of which is attached hereto and incorporated herein by this reference.

4.0 Changes to Agreement General Terms and Conditions:

4.1 Article 1. Maximum Funding & Payment Liability. Article 1, section (i) is deleted and replaced with the following:

(i) Any other provision of this ELA notwithstanding, in no event shall the City be liable for payment under the Agreement for any amount in excess of ONE MILLION THREE HUNDRED FIFTY SEVEN THOUSAND THREE HUNDRED DOLLARS (the "Maximum Contract Amount") representing:

\$628,000	ELA fee for Years 1, 2 and 3 (paid in full)
<u>\$729,300</u>	ELA fee for extension Years 4, 5, and 6.
<u>\$1,357,300</u>	Total ELA Fee Years 1 through 6.

ESRI acknowledges that any work performed by it beyond that specifically authorized by the City is performed at ESRI's risk and without authorization under this Agreement.

4.2 Section 16.3 Applicability of Disclaimers and Limitations. For purposes of clarity, section 16.3 is revised as follows:

“Section 16.3 Applicability of Disclaimers and Limitations—The parties agree that the prices contained herein and the provision of the License Agreement **have been entered into** 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. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.”

4.3 Article 17. Infringement Indemnity. The following section is added to Article 17 Infringement Indemnity:

“17.4 In no event shall the indemnification set forth in this Article 17 Infringement Indemnity apply to any Samples or evaluation software delivered hereunder.”

A current copy of Exhibit 1, Scope of Use (E300) to the License Agreement is attached to this Amendment. All other terms and conditions shall remain the same.

**APPENDIX A
SOFTWARE AND DEPLOYMENT SCHEDULE**

County may Deploy the Enterprise License Software up to the total quantity of licenses indicated below to Licensees. The quantities identified are the cumulative quantities available in any given year for the term of this ELA.

**Table A-1
Enterprise License Software—Unlimited Quantities**

Product	Total Qty/Seats
Desktop Software (Single and Concurrent Use)	
ArcInfo	Unlimited
ArcEditor	Unlimited
ArcView	Unlimited
Desktop Extension Software (Single and Concurrent Use)	
ArcGIS 3D Analyst	Unlimited
ArcGIS Spatial Analyst	Unlimited
ArcGIS Network Analyst	Unlimited
ArcGIS Geostatistical Analyst	Unlimited
ArcScan for ArcGIS	Unlimited
ArcGIS Publisher	Unlimited
Maplex for ArcGIS	Unlimited
ArcGIS Schematics	Unlimited
ArcGIS Workflow Manager	Unlimited
Server Software and Extensions	
ArcGIS Server [Basic/Workgroup, Standard, Advanced or Enterprise]	Unlimited
ArcIMS	Unlimited
ArcGIS Server Extensions – 3D Analyst, Network Analyst, Spatial Analyst, Geostatistical, Schematics, ArcGIS Workflow Manager, Image Extension	Unlimited
ArcGIS Engine Runtime Developments & Extensions – 3D Analyst, Spatial Analyst, Geodatabase Update, Network Analyst, Arc Schematics, Maplex	
Esri Mapping and Charting – ESRI Production Mapping	
	Unlimited

**Table A-2
Enterprise License Software—Limited Quantities**

Item	Total Qty./Seats to Be Deployed
Esri Developer Network (EDN) annual subscription	10
ArcGIS Data Interoperability Desktop Extension	3
Business Analyst Online, Premium Subscription	1

**Table A-3
Rolled-In Software**

Item	Total Qty
ArcPad	16

**APPENDIX B
ELA FEE SCHEDULE**

The ELA Fee under Amendment 1 is **\$729,300.00** (representing Years 4, 5, and 6). The grand total ELA fee for Years 1 through 6 is \$1,357, 300. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance, Esri International User Conference registrations, and Enterprise Advantage Program.

	Year 1 2008	Year 2 2009	Year 3 2010	Year 4 2011	Year 5 2012	Year 6 2013	Grand Total ELA Fee
Payments	\$170,000 0 Paid	\$229,000 0 Paid	\$229,000 0 Paid	\$243,100 0	\$243,100 0	\$243,100 0	\$1,357,300 0
Esri Enterprise Advantage Program subscription (includes 100 Technical Advisory hours and 200 Learning & Services credits per year)				1 subscription included	1 subscription included	1 subscription included	
ELA Maintenance for Rolled-In Software and Enterprise License Software				Included	Included	Included	
Number of ESRI International User Conference Registrations				10	10	10	
EAP options: Pre-priced items (Not included in the ELA Fee)							
One additional block of 100 Technical Advisor hours				\$21,000	\$21,000	\$21,000	
1 st Additional block of 100 Learning and Services Credits. Note this may only be exercised once				\$47,000	\$47,000	\$47,000	
Additional Technical Advisor hours (100 hours) and Learning and Services Credits (100 credits) bundle				\$68,000	\$68,000	\$68,000	

* **Maximum Contract Amount.** The City's Maximum Contract Amount is further identified in Article I, section (i) of the Agreement General Terms and Conditions.

EAP Options. Written amendment signed by the parties is required to exercise the EAP option(s) for pre-priced items.

ELA Fee / ArcPad Maintenance. The ELA Fee shall include ELA Maintenance for sixteen ArcPad licenses which have been previously acquired by the City.

Invoice. Esri shall submit an invoice for payment which shall include the City contract/Agreement number, clear identification of the item invoiced, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

Non-ELA Software Purchases. Purchases of Esri software and maintenance not included in this ELA shall be based on pricing which the County is normally eligible.

APPENDIX E
TIER 1 HELP DESK AUTHORIZED INDIVIDUALS

Below are named Tier 1 Help Desk individuals authorized to seek Tier 2 Support from Esri.
Substitutes/Changes to Tier 1 Help Desk authorized individuals may be made by written notice to Esri.

- | | |
|---|--|
| <p>1. Name: Doug Genzer _____
Address: Tech Services/DenverGIS _____
201 W. Colfax Ave., Dept. 301 _____
Phone: 720-913-4839 _____
Fax: 720-913-5277 _____
E-mail: douglas.genzer@denvergov.org</p> | <p>4. Name: David Youngerman _____
Address: Tech Services/DenverGIS _____
201 W. Colfax Ave., Dept. 301 _____
Phone: 720-913-4838 _____
Fax: 720-913-5277 _____
E-mail: David.Youngerman@denvergov.org</p> |
| <p>2. Name: Bruce Reagan _____
Address: Tech Services/DenverGIS _____
201 W. Colfax Ave., Dept. 301 _____
Phone: 720-913- 5883 _____
Fax: 720-913-5277 _____
E-mail: Bruce.Reagan@denvergov.org</p> | <p>5. Name: Dan Hauser _____
Address: Tech Services/DenverGIS _____
201 W. Colfax Ave., Dept. 301 _____
Phone: 720-913- 4937 _____
Fax: 720-913-5277 _____
E-mail: Daniel.Hauser@denvergov.org</p> |
| <p>3. Name: Yvonne Moss _____
Address: Tech Services/DenverGIS _____
201 W. Colfax Ave., Dept. 301 _____
Phone: 720-913- 4918 _____
Fax: 720-913-5277 _____
E-mail: yvonne.moss@denvergov.org</p> | |

EXHIBIT 1
SCOPE OF USE
(E300 10/15/2010)

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including
 - ArcReader (20, 25, 33, and 45)
 - ArcView 3.x and Extensions (1, 7, and 17)
 - Esri Aeronautical Solution (either 1 or 2)
 - Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
 - Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
 - Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
 - Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
 - Esri Defense Mapping (either 1 or 2)
 - Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
 - Esri Nautical Solution (either 1 or 2)
 - Esri Production Mapping (either 1 or 2)
 - Geoportal Clients for ArcGIS (7, 20, and 52)
 - MapIt (11, 25, 31, 33, 35, 49, and 50)
 - MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
 - MapObjects LT (1, 14, and 16)
 - MapObjects—Windows Edition (1, 14, 15, 16, and 18)
 - MOLE (1)
 - NetEngine Internet (5)
 - Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)

Data

- ArcGIS Data Appliance (6, 23, 25, and 41)

- SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
 - ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
 - ArcLogistics
 - Desktop (either 1 or 2 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
 - ArcPad (1, 12, 13, 25, and 33)
 - Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
 - Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
 - Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
 - Sourcebook•America (1 and 21)
 - StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
 - Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)
1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer as long as only one (1) copy of the Software, Data, and Documentation is in use at any one (1) time. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.
 2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.
 3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
 4. "Staging Server License." In addition to the Development Server License rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
 5. "Deployment Server License." In addition to the Staging Server License rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
 6. "Term License." License is provided for use for a limited time period or on a subscription or transaction basis.
 7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
 8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
 9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.

10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS—Java Archive (JAR) files without a license for the MapObjects—Java Edition developer kit.
11. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.
12. Software is only licensed for navigational use when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application:
"Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects Esri's rights in its Software, Data, Web Services, and Documentation to the same extent as the Esri License Agreement including, but not limited to, the following terms:
 - a. Sublicensee may not reverse engineer, decompile, or disassemble the Esri Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
 - b. Sublicensee may not use any Esri Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
 - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.
 - d. Applications may be subject to deployment fees owed to Esri. Licensee shall contact its Esri distributor for details.
17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The deployment license is per application per computer.
19. MapObjects—Java Edition contains Java Archive files, which indicate they are authentic Esri-certificated files when used over the Internet. Licensee shall not use Esri certification or reference Esri as a source of trusted content in any modified MapObjects—Java Archive files. Licensee may deploy the unmodified Java class Esri-certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all the following occur: (a) the Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the Esri License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.

21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer; and (c) the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by Esri from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to Esri, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from Web applications.
29. Software can only be used with SQL Server 2005/2008 Express.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations is allowed but can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. Licensee's access to and use of Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps are conditioned upon Licensee's acceptance of the Esri Web Site and Service Terms of Use Agreement and the terms and conditions specific to Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps found at <http://www.esri.com/legal/>.

34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Services with other licensed end users or third parties.
36. Reserved.
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.
39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use License management software in a separate operating system environment for temporary failover support.
45. Data licensed with Esri Business Analyst and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Reserved.
48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the Esri reports and maps must be less than twenty percent (20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior written permission of Esri. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the

maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.

49. Esri MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of Spatial Data Assistant for each Esri MapIt server license.
51. Esri Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
52. Source code is the intellectual property of Esri. Licensee shall treat any source code file identified as "Software" in a README file or at <http://www.esri.com/legal/> as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.
53. Deployment license options are as follows:
 - a. A license for Web applications is per the principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For example, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier.
 - b. A license for desktop applications or SharePoint is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier (as described above). For example, desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.
54. ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).
55. Licensee may develop software or Web applications that use the Business Analyst Online API to access, query, create, display, and redistribute Reports and resulting static, electronic maps to end user(s) of Licensee's software or Web applications. End user(s) of Licensee's software or Web applications may use the Reports and maps for internal purposes only and not for further redistribution. "Report" means any formatted output created by the Business Analyst Online API, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats.
56. For Reports or maps displayed or posted to an external Web site, or Reports or maps created for Licensee's end user(s), Licensee shall affix an attribution notice to Licensee's online and/or hard-copy output that acknowledges Esri's and its third-party data supplier's intellectual property. These notices are found in the PDF format of each individual Report or as follows: "Source [Esri, Supplier]" or Copyright © [year(s)] [Esri, Supplier]. All rights reserved."

57. Licensee may only display or post any combination of 100 Business Analyst Online Reports and maps on its external Web sites.
58. Licensee shall order a separate Business Analyst Online subscription for each person who uses Business Analyst Online and shall provide output from the Business Analyst Online subscription only to the e-mail of the individual subscriber.

**EXHIBIT 2
ESRI SOURCE CODE LICENSE
AGREEMENT**

This Exhibit 2, Source Code License Agreement ("Agreement") is subject to and part of Esri License Agreement 2008MLA9 between City and County of Denver ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with its principal place of business at 380 New York Street, Redlands, California 92373-8100.

ARTICLE 1—DEFINITIONS

For purposes of this Agreement the following definitions shall be used:

"Source Code" shall mean Software commentary, compilation instructions, tools, explanations, documentation, object code libraries, any third party or open source software in the form Esri receives it including any changes made by Esri, and other related materials code provided to Licensee pursuant to this Agreement as set forth in the License Agreement.

"License Agreement" shall mean the Esri License Agreement between Esri and Licensee, Esri Contract No. 2008sMLA9, which contains the terms and conditions for licensing of the Esri Software to Licensee.

"Release Condition" shall have the meaning set forth in Article 3—Release Condition and Process of this Agreement.

ARTICLE 2—GRANTS; RIGHTS

2.1 Grant of License—Subject to this Source Code License Agreement, and provided a Release Condition exists, Esri grants to Licensee a limited term (as described in ARTICLE 4—Term), personal, nonexclusive, nontransferable, fully paid up license to use Source Code (only for providing technical support for Licensee's internal use of the Software delivered under the License Agreement.

2.2 Reservation of Rights—This is a license agreement and not an agreement for sale. The copyright to the Source Code is owned by Esri and its licensor(s) and is protected by United States copyright laws and applicable international laws, treaties, and conventions regarding intellectual property rights. Esri and its licensor(s) retain all rights, title, and ownership. All rights not specifically granted in this Agreement are reserved by Esri and its licensor(s). Except as stated herein, Esri is under no obligation to provide Source Code owned by Esri's third party licensors, or license the use of the Source Code owned by Esri's third party licensors.

ARTICLE 3—RELEASE CONDITION AND PROCESS

3.1 Release Condition—A "Release Condition" exists if, while the Software license is in effect and Licensee is current on applicable maintenance fees for the Software, Esri (i) is liquidated or dissolved or otherwise ceases all business operations, and the liquidation, dissolution or cessation is not in connection with the sale of all or substantially all of the related software assets or stock of Esri to a successor entity

Article 1.0 Introduction

1.1 Purpose. The purpose of this Esri US Standard Maintenance Program ("**Program**") document is to:

- Describe the Program for U.S. customers.
- Provide definitions of Maintenance and support-related terminology used by Esri.
- Describe Maintenance subscription quoting and invoicing procedures.
- Describe the services provided by Esri Support Services.
- List general procedures and conditions including contact information and requirements.

1.2 Program Overview. The Program, also referred to as "**Standard Maintenance**," or "**Maintenance**," is the support Esri makes available for unmodified Software to the Software licenseholder ("**Licensee**"), including Incident tracking, attempts to correct reported problems, new releases, and enhancements. Maintenance for the first year is automatically included when qualifying Software is licensed. To determine which Software includes first-year Standard Maintenance, consult Esri's Product Qualification webpage, <http://www.esri.com/apps/products/maintenance/qualifying.cfm>.

The Program is composed of the following:

- Automatic shipment of Software Updates.
- Esri Support Services.
- Registration (where applicable) to the annual Esri user conference.
- Priority consideration for Esri's Software Beta Program, which allows the Licensee to preview and test Software prior to general release.
- Subscriptions to *ArcNews* and *ArcUser*.
- Notification of Software promotions, when offered.

Article 2. Definitions and Descriptions

Capitalized terms used in this Program shall have the following:

2.1 Authorized Caller or Point of Contact

An Authorized Caller or Point of Contact is an individual designated by Licensee who may contact Esri to request technical support (e.g., to report Software Incidents or request assistance with Software use).

2.2 Customer Number

Customer Number means a unique number created and provided by Esri that identifies each Esri customer site. The number is between one and six digits and may also be referred to as an *end user* or *client ID* number on the invoice and/or packing list that is shipped with Esri software.

2.3 Hot Fix

A Hot Fix is a single fix in one of the specific functional areas deemed critical for a specific site (e.g., when production has stopped). When a business justification review is completed and a complete technical feasibility assessment results in approval, the fix is delivered directly to the customer or to a local distributor, usually via FTP. The documentation delivered with the Hot Fix clearly identifies the

software problems(s) that are addressed by a Hot Fix and any limitations. Hot Fixes are tested by the affected team(s) in a focused manner. Hot Fixes are incorporated into subsequent service packs. Hot Fixes do not add new functionality. Hot Fixes are not functional unless the end user already has the required Product release installed.

2.4 Incident

An Incident is the record of a customer request for technical assistance made by phone, e-mail, fax, web form, or chat. It contains technical notes and documentation of all interactions between the customer and support representative related to the request. Depending on how the request was initiated, an Incident or tracking number is provided by a support representative either verbally or by e-mail confirming the creation of the Incident. The Incident number is used for referencing the request. The status of an Incident can be open (active) or closed (inactive).

2.5 Maintenance Renewal Quote

The Maintenance Renewal Quote is the non-invoice notification, issued 90 days before the expiration of a Maintenance term, to all customers who have current Maintenance subscriptions that are nearing the Maintenance term expiration date. The quote is sent to the Point of Contact who has been designated to receive all Maintenance-related correspondence from Esri. The Maintenance quote is sent via e-mail or fax and contains information about the forthcoming Software Maintenance term, which includes the type of Software licensed and quantity of licenses, the type of Maintenance subscription (primary or secondary), the start and end dates of the Maintenance term, and the anticipated Maintenance renewal fees due for each type of Maintenance subscription. Maintenance renewal quotes are valid for 90 days from date of issuance.

2.6 Maintenance Term

The Maintenance Term is the Maintenance subscription duration as defined by the Maintenance start and end dates, during which customers with licensed products who have purchased Maintenance are entitled to receive applicable Maintenance benefits.

2.7 Patch

A Patch is a single fix (see Hot Fix) or a set of related fixes in a specific functional area of the software that will affect a large number of customers and needs to be posted on the web for general availability. Once a Patch is released it will be incorporated into a subsequent service pack release. Patches are tested by the affected teams. Patches do not add new functionality. Patches are not functional unless the end user already has the required product release installed.

2.8 Software License

A Software License is the limited grant of rights to use a Software program or component as defined by the terms and conditions in the Esri software license agreement.

2.9 Software Updates

Software Updates are a collection of files that correct a problem with a Software program or improve the Software through enhancements. Updates are distributed automatically to customers who are current on Maintenance and elect to receive media delivery, as part of the benefits of a Maintenance subscription. Customers may also elect to receive updates through web download; in such cases, Esri will send an e-

mail message to the customer's designated Points of Contact advising when a new release is available for download.

2.10 Support Services

Support Services is Software technical support or technical assistance provided by Esri to the Licensee and the Esri user community. See Article 3.0 Support Services for a more detailed description.

Article 3.0 Support Services

3.1 Support Services. Esri Support Services comprises the following:

a. Telephone Support and Incident Reporting/Logging

If a technical issue arises that Licensee needs help with, Licensee can log an Incident with Esri over the phone. Support hours are Monday through Friday, 5:00 a.m. to 5:00 p.m. (Pacific Time). Licensee is not limited to a set number of times telephone support can be contacted. Licensee can reach Esri at 888-377-4575, ext. 2.

b. Secure Live Remote Support

Esri may interact with Licensee's system using Citrix[®] GoToAssist tool to assist with technical support.

c. Esri Online Support Center

The Esri Online Support Center is an Esri Web site that communicates new technical information to Licensee and to the Esri user community in the form of updated product documentation, blog posts, technology announcements, and more. The Esri Online Support Center can be found at <http://support.esri.com>. Licensee can also report an Incident using the Esri Online Support Center.

d. Esri User Advocacy Group

A User Advocacy Group is a group within Support Services created to improve Esri's ability to understand and respond to technical issues impacting Esri licensees. The UAG encourages feedback from the user community by collecting user information which is presented to development teams to help shape the future direction of Software. UAG may be contacted through Esri Support Services.

e. Hot Fix

A Hot Fix is defined above under Article 2 Definitions.

f. Knowledge Base

Esri's Knowledge Base is a database of known Software problems, "how-to" documents, white papers, system requirements, and common error messages for Esri Software. It can be accessed by navigating to <http://support.esri.com> and clicking the Knowledge Base tab.

g. User Forums

The Esri Software user forums are Web based and provided to share questions and knowledge about technical details and techniques for accomplishing tasks. The user forums can be accessed by navigating to <http://support.esri.com> and clicking the User Forums tab.

h. Web Help

Web Help is an up-to-date version of the help system shipped with the product; new information is added and existing topics are updated as necessary. Web Help can be accessed by navigating to <http://support.esri.com>, clicking the Knowledge Base tab, and clicking the Web Help link.

i. Product Documentation

Product Documentation is part of Knowledge Base and includes How-To documents, FAQs, Tutorials, Tips and Tricks, Functionality Matrixes, Best Practices, and What's New? sections on Esri's past and current products. Product Documentation can be accessed by navigating to <http://support.esri.com>, clicking the Knowledge Base tab, and clicking the Product Documentation link.

j. Customer Care Portal

The Customer Care Portal is a self-service tool for licensing, downloads, Incident management, and software problem management. The Customer Care Portal is a key tool in the acquisition and use of ESRI Software. The Customer Care Portal can be found at <http://customers.esri.com>.

k. Support Newsletters

Licensee can subscribe to *ArcNews*, which contains articles specific to Support Services. These articles contain technical and product information designed to enable our customers to work more effectively with Esri Software. To subscribe to *ArcNews*, visit www.esri.com and click *ArcNews* under the News tab.

3.2 Support Services Scope

- Technical assistance provided through Esri Support Services is limited to unmodified Esri Software.
- Sample applications that ship with each product are provided for demonstration purposes and are considered unsupported.
- Patches received outside a product's life cycle deliverables are considered unsupported unless authorized by Esri.
- The technical support resources available during a product's life span are described in the Product Life Cycle Support Policy at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>. The four support phases of Esri's Product Life Cycle are outlined in this document. The Life Cycle Support status for each of the Esri software products can be found at <http://resources.arcgis.com/content/product-life-cycles>.
- Technical assistance through Esri Support Services is not available for hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, and other like peripherals which are not provided by Esri, except to answer questions of how standard, supported devices interface to Esri Software.
- These terms and conditions are subject to change by Esri with thirty (30) days written notice.

3.3 Accessing Support Services

Licensees are required to designate Authorized Callers for all direct support services-related communications with Esri. Esri's Product Qualification webpage identifies the number of Authorized Callers that Licensee may designate for each software product. If the Licensee has an enterprise license or site license agreement with Esri, the Authorized Callers will be identified by name in the license agreement. Licensee may replace an Authorized Caller at any time by notifying Esri Support Services.

Licensees within the United States may contact Support Services between 5:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except for Esri holidays. International users should contact their local Esri distributor for these services.

Tel.: 888-377-4575, ext. 2

Fax: 909-792-0960

E-mail: support@esri.com

Web: <http://support.esri.com>

a. By Telephone

Each reported technical support request is logged as an Incident and given a unique identification number for Licensee's reference and tracking. After an Incident is logged, the caller is connected to a technical specialist who will be dedicated to work on the Incident until it is resolved or determined to be a problem in the Software. If a specialist is unavailable, the call is placed in a dispatch queue. Licensee will then be contacted by the first available technical specialist.

b. By E-mail, Fax, or Web Form

Fax and e-mail support are available to Licensees who do not want to telephone or who cannot reach technical support during normal operating hours. Licensee may in addition request support by completing an on-line web form available at <http://support.esri.com/en/webform>. Requests through these channels are received 24 hours a day, 7 days a week, but are logged and assigned to a technical specialist beginning the next business day. Support requests are answered on a first come, first served basis. All Incidents reported by fax, e-mail, or web form are given the same priority and level of attention as those reported by telephone.

All requests for technical support must contain detailed information about Licensee's Incident. To help expedite a solution, technical specialists expect information that includes Licensee's type and version of Esri Software, hardware platform, and peripherals (if applicable); the version of operating system; a description of the problem; and Licensee's Esri customer number. Please refer to the Preparing for Contacting Support Services section below for additional details. Esri's technical specialist will respond by telephone, fax, or e-mail.

c. By Chat

Another method of contacting technical support is to use online chat. Each valid chat interaction is logged as an Incident and given a unique identification number for Licensee's reference and tracking. The licensee is connected to a technical specialist who will be dedicated to work on the Incident until it is resolved or determined to be a problem in the Software. Chat-based requests are received during business hours. To begin a chat, click the button for 'Chat with an Analyst' on Esri's Online Support Center Web-site. The URL is <http://support.esri.com/en/webform-chat>.

3.4 Resolution Time

Resolution times are dependent on factors that are often outside the control of Esri. These factors often include but are not limited to operating system limitations, limitations based on user-designated workflow, security issues, integration with third-party applications that have not been provided by Esri and customer availability. Usually, Esri is able to answer questions and suggest solutions to Incidents on the same day it receive requests, but the turnaround time for a response may depend on the complexity of the Incident. While it is Esri's goal to provide an acceptable resolution to all incoming issues, Esri cannot predict resolution time.

3.5 Preparing for Contacting Support Services

When contacting Esri for technical assistance, Licensee must be prepared to provide as much of the following information as possible:

- Licensee's Esri Customer Number
- The phone number and e-mail address where Licensee can be reached
- The version of the Software Licensee is using
- The version of the operating system Licensee is using
- The database Licensee is using, if applicable
- A description of what Licensee was doing when the problem occurred
- The exact wording of any error messages that may appear on the screen
- Any steps taken to resolve the problem

Article 4.0 Maintenance Renewal and Expiration

4.1 Renewal Notice. Esri will notify Licensee when Maintenance subscriptions are scheduled to expire. If Licensee wishes to renew Maintenance, a quote is mailed to the Licensee.

4.2 Maintenance Expiration. If Esri has not received an order or payment prior to the termination date, Licensee will receive a notification stating that Licensee Maintenance term has expired. Technical support will be extended for an additional thirty (30) days and Licensee will no longer be eligible to receive any Software Updates that are released after the Licensee Maintenance term has expired. Any other Maintenance activities that are contingent on a current Maintenance subscription will also be terminated.

If a purchase order or payment is received during the extended thirty (30) day technical support period, all benefits will be reinstated. However, if no order or payment is received, Licensee will no longer be able to receive technical support and Licensee's Maintenance subscription will be considered to have expired.

Article 5.0 Payment

5.1 Payment. Maintenance program subscriptions can be purchased in advance on an annual basis. Fees are due and payable annually in advance..

5.2 Prorating Maintenance Terms. If multiple Software products have been licensed throughout the course of a year by one customer, separate Maintenance quotes for each product are not issued. Instead, the Maintenance anniversary date for each license is prorated to the anniversary date of the first product licensed, with Maintenance. All licensed Esri Software products offering a maintenance subscription are synchronized to reflect a common Maintenance start and end date, regardless of when each was first licensed. These prorated dates will be reflected on the Maintenance renewal quote.

5.3 Reinstatement of Lapsed Maintenance Subscriptions. If Maintenance has lapsed, back Maintenance fees, in addition to the current fees, may be required to reinstate Maintenance.

Article 6.0 User Conference Registration

6.1 Registration Guidelines

a. Maintenance for some Esri Software includes registration at Esri's annual user conference at no

additional charge. Unless otherwise agreed by Esri and the Licensee, Esri's Product Qualification webpage establishes which products qualify for user conference registrations and the number of registrations available for each product.

b. If the Licensee has an enterprise license agreement, partner agreement, or other master agreement with Esri, the agreement may provide for a different number of user conference registrations.

c. Maintenance for ArcGIS extension Software and secondary Maintenance for any Software (except ArcGIS, ArcView, and ArcEditor) do not include any entitlement for user conference registrations. Only the standard Maintenance programs provide this benefit.

d. For Software licensed on a concurrent or single use basis, the number of registrations available may depend on the total number of concurrent or single use licenses currently covered under a Maintenance subscription. In these cases, the total number of Maintenance subscriptions is considered regardless of Maintenance type (e.g., primary or secondary). In other words, both primary and secondary licenses count toward the total.

e. Staging Server Licenses and Software obtained under the EDN program do not qualify for user conference registrations.

f. Esri reserves the right to withhold user conference registrations from customers who are substantially delinquent in Maintenance payments due to Esri.

g. User conference registrations are assigned to customers in the order that registration forms are received. If the customer number listed on the registration form does not meet the above guidelines, or if the number of attendees from each site exceeds the number of user conference registrations available to the site based on qualifying Maintenance benefits, the customer will be responsible for any additional registration fees.

h. Presenting a paper, submitting a poster, submitting a Software application, or having other involvement with the conference does not automatically register Licensee or exclude Licensee from user conference fees. All presenters must register and pay the appropriate fees (or Maintenance) to attend the conference.

i. A list of Licensee's Software licenses can be found on Licensee's annual Software Maintenance subscription invoice.

j. User conference registrations are nontransferable.

Article 7.0 Contacting Esri

Esri Support Services (technical support) Center

Tel.: 888-377-4575, ext. 2

Fax: 909-792-0960

E-mail: support@esri.com

Website Address: <http://support.esri.com>

Support Web Form: <http://support.esri.com/en/webform>

Chat: <http://support.esri.com/en/webform-chat>

Hours: 5:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except Esri holidays

Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

E-mail: info@esri.com

Hours: 8:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except Esri holidays

Esri Customer Service

Tel.: 888-377-4575, ext. 5

E-mail: service@esri.com

Web: <http://service.esri.com>

Hours: 8:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except Esri holidays

380 New York Street, Redlands, California 92373-8100, USA

Telephone 909-793-2853 • Fax 909-793-5953

Web: <http://www.esri.com>

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