



Quotation
Small Municipal & County MapSpeller ELA

[Date]

[Licensee Name]
[Licensee Contact Name]
[Licensee Address]
[Phone] / [Fax]
[Email]

[ELA Quotation ID]
This quote is valid for 45 days starting on [date].

[Customer ID]
[ELA Effective Date]

Dear Ms./Mr. [Licensee Contact Name]:

Edgetech America, Inc. is pleased to offer its Small Municipal and County Enterprise License Agreement (ELA) for the following MapSpeller edition to [Licensee Name] at the following annual cost for a period of three years.

Population	MapSpeller Edition	Year 1	Year 2	Year 3	3-Year Total
0-25,000 Habitants					
	Standard	\$750	\$750	\$750	\$2,250
	Professional	\$1,125	\$1,125	\$1,125	\$3,375
25,001 - 50,000 Habitants					
	Standard	\$1,500	\$1,500	\$1,500	\$4,500
	Professional	\$2,250	\$2,250	\$2,250	\$6,750
50,001 - 100,000 Habitants					
	Standard	\$2,250	\$2,250	\$2,250	\$6,750
	Professional	\$3,375	\$3,375	\$3,375	\$10,125

Please find attached the:

1. ELA Quotation Terms and Conditions
2. Enterprise License Agreement
3. ELA Terms and Conditions
4. ELA Exhibit 1 – Scope of Use

Sincerely,

Denis Roose, President

P.O. Box 4739 - Glen Allen, VA 23058-4739
info@edgetech-us.com - www.discoverGIS.com
Tel: 804-935-6935 - Fax: 804-935-6936 - Sales: 888-EDGETEC (888-334-3832)





Quotation Terms and Conditions Small Municipal & County MapSpeller ELA

[Date]

[Licensee Name]
[Licensee Contact Name]
[Licensee Address]
[Phone] / [Fax]
[Email]

[ELA Quotation ID]
This quote is valid for 45 days starting on [date].

[Customer ID]
[ELA Effective Date]

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

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to Edgetech, or sign below and return this quotation to indicate your acceptance. Edgetech's address and fax number are provided on this page letterhead.

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

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

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

Acceptance to this quotation is limited to the Edgetech license agreement, quotation terms and conditions, and any other Edgetech terms and conditions included with this quotation. Any additional or different terms in any purchase order are deemed rejected unless expressly accepted in writing and signed by Edgetech. Notwithstanding, if the purchase order is placed under an existing signed agreement (e.g. Master Purchase Agreement), or under the GSA Federal Supply Schedule, then the purchase order shall identify such agreement on the face of the order and the terms and conditions of such agreement shall govern the subject matter of the purchase order.

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

Please check one of the following: I agree to pay applicable sales tax;
 I am tax exempt, please contact me if exempt information is not currently on file with Edgetech.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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

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

Acceptance of this quotation is limited to the Edgetech License Agreement and the Quotation Terms and Conditions.
This quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.
This offer is limited to the terms and conditions incorporated and attached herein.

P.O. Box 4739 - Glen Allen, VA 23058-4739
info@edgetech-us.com - www.discoverGIS.com
Tel: 804-935-6935 - Fax: 804-935-6936 - Sales: 888-EDGETEC (888-334-3832)



**SMALL MUNICIPAL AND COUNTY
ENTERPRISE LICENSE AGREEMENT
(0711)**

This Small Municipal and County Enterprise License Agreement (hereafter "ELA") is by and between the organization identified in the quotation ("Licensee") and Edgetech America, Inc. ("Edgetech"). This ELA is effective ("Effective Date") as of the date of receipt of Licensee's Purchase Order citing this ELA. This ELA grants Licensee certain rights to use specific Edgetech Software, Data, Web Services, and Documentation and provides maintenance over a limited, fixed period of time from the Effective Date subject to payment of fees and the terms of this ELA.

This ELA is composed of (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use and (iv) the ELA Quotation, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Licensee agrees that any different or additional terms or conditions in or with any Licensee Purchase Order shall not apply and the terms of this ELA shall govern.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Software. Except as provided in Section 9.1 Future Versions, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Licensee may accept this ELA by signing and returning this ELA with a Purchase Order or by issuing a Purchase Order signed by Licensee, which shall reference the ELA and shall include the following statement on the face of its Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE EDGETECH SMALL MUNICIPAL AND COUNTY ELA, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY."**

Licensee will return this ELA and its Purchase Order to: Attn: Edgetech America, Inc., PO Box 4739, Glen Allen VA 23058-4739; email to info@Edgetech-US.com; or fax to 866-334-3832.

ACCEPTED AND AGREED:

(Licensee)

By: _____
(Signature)

Date: _____

Printed Name: _____

Title: _____

Licensee Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

Email: _____

ELA Quotation ID: _____

Edgetech Contract ID: _____

ELA

TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- “Data” means any Edgetech or third-party digital dataset(s) including, but not limited to, dictionaries, Locationaries™, geographic vector data coordinates, reports, or associated tabular attributes licensed under this ELA.
- “Deploy,” “Deployed,” or “Deployment,” means to redistribute or install or the redistribution and installation of the Enterprise Software or its having been redistributed and installed by Licensee on Licensee’s hardware.
- “Documentation” means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- “ELA Maintenance” means Tier 2 Support, updates and patches provided by Edgetech to Licensee for the Enterprise Software.
- “ELA Fee” means the fee set forth in the ELA Quotation.
- “ELA Quotation” means the Small Municipal and County ELA offer letter and Edgetech quote form.
- “Enterprise Software” means the Software, Data, Web Services, and Documentation identified in the ELA Quotation as Enterprise Software.
- “Incident” means a failure of the Software to operate according to the Documentation in which such failure substantially impacts operational or functional performance.
- “License Agreement” and “ELA” are used interchangeably and mean the license terms and conditions including Exhibit 1—Scope of Use that apply to Enterprise Software provided to Licensee by Edgetech under this agreement.
- “Software” means the actual copy of all or any portion of Edgetech’s proprietary software technology, accessed or downloaded from an authorized Edgetech Web site, or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- “Samples” means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- “Technical Support” means a process to attempt to resolve reported incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, Documentation corrections or modifications.
- “Tier 1 Help Desk” means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- “Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported incidents.
- “Tier 2 Support” means the Technical Support provided by Edgetech to the Tier 1 Help Desk when the incident cannot be resolved by the Tier 1 Support.
- “Web Services” means software services or ESRI or third-party data provided by Edgetech that perform spell-

checking, geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet, excluding Virtual Campus.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Enterprise Software are licensed and not sold. Edgetech and its licensors own the Enterprise Software, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect the Enterprise Software from unauthorized use, reproduction, distribution, or publication. Edgetech and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Web Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms and conditions of this ELA, Edgetech grants to Licensee a limited term, personal, nonexclusive, nontransferable license solely to

- a. Use, copy, and Deploy an unlimited quantity of the Enterprise Software (1) for the term identified in the ELA and (2) for the Licensee’s own internal use.
- b. Access and secure any Edgetech Web site resources made available to Licensee for Licensee’s internal use, provided the Licensee follows Edgetech’s terms of use policy specified therein. All password or controlled access information provided by Edgetech shall be treated as Edgetech confidential information.

3.2 Consultant Access. Subject to 3.1, Licensee may provide access to the Enterprise Software to any consultant or contractor of Licensee, provided consultants and contractors use is for the sole benefit of Licensee while (i) working on-site at Licensee’s facilities or (ii) remotely using/accessing Enterprise Software from Licensee’s on-site computers or machines. Licensee shall be responsible for compliance by consultants and contractors with the terms and conditions of this ELA. Licensee shall require consultant or contractor to discontinue use of and access to the Enterprise Software upon completion of work for Licensee.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store the Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.

- d. 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. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Edgetech and its licensor(s): "Portions of this document include intellectual property of Edgetech and its licensor(s) and are used herein under license. Copyright © [Insert the actual copyright date(s) from the source materials] Edgetech and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share the Enterprise Software. Licensee shall not act as a service bureau or commercial application service provider (ASP) that allows third party access to the Enterprise Software. A commercial ASP means a Licensee who use Enterprise Software for a site or service and operates the site or the service for a profit or generates revenue by charging for access to the site or service.
- b. Licensee shall not redistribute the Software to unauthorized third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs, without the prior written approval of Edgetech.
- c. Licensee shall not reverse engineer, decompile, or disassemble the Enterprise Software, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technology measure(s) that controls access to, or use of, the Enterprise Software.
- e. Licensee shall not redistribute the Software registration number/license authorization file(s), developer license file(s), or Web Services access codes to unauthorized third parties without the prior approval of Edgetech.
- f. Licensee shall not use the Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any Edgetech or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Enterprise Software.
- h. Licensee shall not unbundle individual or component parts of the Software or Data for independent use.
- i. Hard-copy Documentation may not be copied.
- j. Licensee shall not use, transfer, redistribute, or Deploy Enterprise Software outside of the United States.

ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

5.1 Term. The term of the ELA shall be of three (3) years from the Effective Date, unless this ELA is terminated earlier as

provided herein. The term of all licenses and the authorized period of use the all Enterprise Software Deployed shall be concurrent with the term of this ELA.

5.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use Upon Expiration or Termination. Upon expiration or termination of this ELA, all Enterprise Software Deployed shall terminate. Licensee shall cease access and use of Web Services and clear Web Services client-side cache and uninstall, remove, and destroy all Deployed Software, Data, and Documentation and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such action to Edgetech. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Edgetech warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation may be provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

6.2 Data and Web Services Disclaimer. The Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Edgetech and its licensor(s) do not warrant that the Data and Web Services will meet Licensee's needs or expectations, that the use of the Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Edgetech and its licensor(s) are not inviting reliance on this Data or Web Services, and Licensee should always verify actual Data or Web Services.

6.3 Special Disclaimer. SAMPLES AND HOT FIXES ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES AND HOT FIXES.

6.4 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO

CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

6.5 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, EDGETECH 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 OF INTELLECTUAL PROPERTY RIGHTS. EDGETECH DOES NOT WARRANT AND DISCLAIMS THAT THE ENTERPRISE SOFTWARE WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. SOFTWARE, DATA, WEB SERVICES, AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.6 Exclusive Remedy. Licensee's exclusive remedy and Edgetech's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Edgetech's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for the Software subject to the Edgetech Support Services Policy; or (iii) return of the license fees paid by Licensee for the Software or Documentation that does not meet Edgetech's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software or Documentation and executes and delivers evidence of such actions to Edgetech.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. EDGETECH AND ITS LICENSOR(S) SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF THE ENTERPRISE SOFTWARE, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT EDGETECH 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.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, EDGETECH'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, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR ENTERPRISE SOFTWARE PURSUANT TO THIS ELA.

7.3 Applicability of Disclaimers and Limitations. The parties agree that Edgetech has set its prices and entered into this ELA in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, 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.

ARTICLE 8—INFRINGEMENT INDEMNITY

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

- a. Licensee promptly notifies Edgetech in writing of the claim;
- b. Licensee provides documents clearly describing the allegations of infringement;
- c. Edgetech has sole control of the defense of any actions and negotiations related to the defense or settlement of any claims; and
- d. Licensee cooperates fully in the defense of the claim.

8.2 If the Software is found to infringe a U.S. patent, copyright, or trademark, ESRI, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or (ii) modify the allegedly infringing elements of the Software while maintaining substantially similar software functionality or data/informational content. If neither alternative is commercially reasonable, the infringing items shall be returned to Edgetech, the license shall terminate, and Licensee shall uninstall infringing items. Edgetech's entire liability shall then be to indemnify Licensee pursuant to section 8.1 and to refund a portion of the fees paid by Licensee in the current fee payment period. The refund will be calculated from the time remaining for the fee payment period, starting from the notice date of infringement to the end of the fee payment period.

8.3 Edgetech shall have no obligation to defend Licensee or to pay any resulting costs, damages, or attorney's fees for any claims or demands alleging direct or contributory infringement of the Software by (i) the combination of or integration of a product, process, or system not supplied by ESRI; (ii) material alteration by anyone other than Edgetech or contractors acting on behalf of Edgetech; (iii) use after Licensee has been notified

of possible infringement; or (iv) use after modifications are provided or a return is ordered by Edgetech under section 8.2.

8.4 In no event shall the indemnification set forth in this Article 8 apply to any Samples or hot fixes delivered hereunder.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF EDGETECH AND ITS DISTRIBUTOR WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Versions. Updated or new Enterprise Software may require additional or revised terms and conditions. Terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use and Exhibit 1—Scope of Use, or any term as required by law. Edgetech may provide notice of the revisions to Licensee in writing or by posting them on Edgetech’s Web site. The revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Software. Should Licensee reject the revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Software.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that licensee shall not export, reexport, transfer, or release the Enterprise Software, in whole or in part, to (i) any U.S. embargoed country (or to national or resident of any U.S. embargoed country); (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 to where such export, reexport, or provision violates any U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental addition to the U.S. export laws as they may occur from time to time.

9.3 Taxes and Fees. Sales or use taxes for the fees quoted are required by law. The tax amount may change depending on the time lapse between the quote and date of the invoice. Edgetech will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.

9.4 No Implied Waiver. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

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

9.6 Successor and Assigns. License shall not assign, sublicense, or transfer Licensee’s right or delegate its obligations under the ELA without Edgetech’s prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding upon the respective successors and

assigns of the parties to this ELA.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8 and 9 of this ELA shall survive the expiration or termination of this ELA.

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, a party shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Software provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Edgetech U.S. Software Maintenance Program document (found at www.Edgetech-US.com) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Web Services.

a. Tier 1 Support Provided by Licensee

- 1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee’s authorized users.
- 2) The Tier 1 Help Support shall use analysts fully trained in the Software they are supporting.
- 3) At a minimum, Tier 1 Support shall include those activities that assist Licensee in resolving how-to and operational questions as well as questions on installing and troubleshooting procedures.
- 4) Tier 1 Support analysts shall be the initial points of contact for all questions and incidents. Tier 1 Support analysts shall obtain a full description of each reported incident and the system configuration from Licensee. This may include obtaining any customizations, code samples, or Data involved, if applicable, to the Incidents.
- 5) If the Tier 1 Help Desk cannot resolve the incident, an authorized Tier 1 Help Desk individual may contact Edgetech Technical Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- 6) Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Edgetech directly for Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Edgetech

- 1) Edgetech shall log calls received from the Tier 1 Help Desk individuals.
- 2) ESRI shall attempt to resolve the Incident by assisting the Tier 1 Help Desk individuals.

- 3) When the Incident is resolved, Edgetech shall communicate the information to Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Licensee.

Edgetech may, at Edgetech's sole discretion, make patches, hot fixes, or updates available for downloading from Edgetech's Web site or deliver them on media.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Purchase Orders, Delivery, and Deployment

- a. Licensee shall issue a Purchase Order upon execution of the ELA and annually thereafter in accordance with the payment schedule. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA.
- b. Upon receipt of the initial Purchase Order from Licensee, Licensee shall download, the latest Enterprise Software version from Edgetech's Web site.
- c. Licensee shall follow the procedure detailed in Documentation (help system) to register the Software with Edgetech.
- d. Upon receipt of keycode requests from Licensee, Edgetech shall provide registration keycodes within a few days to activate the nondestructive copy protection program that enables the Software to operate.
- e. Licensee shall Deploy, install, configure, and track installation of the Software and Data.

11.2 Purchase Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Purchase Order:
 - 1) Licensee name, Edgetech customer number, if known, and bill-to and ship-to addresses
 - 2) Purchase Order number
 - 3) Applicable annual payment due
 - 4) On the face page of its Purchase Order (or ordering document), Licensee shall insert: "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE EDGETECH SMALL MUNICIPAL AND COUNTY ELA, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Edgetech by Licensee. Licensee agrees that upon completion of the ELA, Edgetech may publicize the existence of this ELA with Licensee.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. If Licensee obtains Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Edgetech, Licensee shall not be entitled to or seek any discount from the OEM business partner or Edgetech, directly or indirectly, as a result of or based on the availability of such Software, Data, or Web Services, as Enterprise Software under this ELA. In addition, such Software, Data, Web Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Software items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Software that has been Deployed for the term of the ELA, but updates for such obsolete Enterprise Software may not be available. Edgetech's Product Life Cycle Support Policy defines the support phases and overall support plans. ELA Maintenance shall be subject to the Product Life Cycle Support Status.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and conditions and pricing then in effect and based upon Licensee's then current population count.

EXHIBIT 1

SCOPE OF USE

(E300 9/06)

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

- MapSpeller Standard Edition (1)
- MapSpeller Professional Edition (1)

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