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**Eden Systems, Incorporated**  
**Software License and Use Agreement**

Central Services  
Director  
Richard Rush

THIS AGREEMENT, made and entered into by and between Eden Systems, Incorporated (hereinafter "Licensor"), a corporation duly authorized and existing under the State of Washington and having its principal offices at 5015 Tieton Drive; Suite A; Yakima, Washington 98908, and the County of Skamania, (hereinafter "Licensee"), a government organization having its principal offices at 240 NW Vancouver Avenue, Stevenson, Washington 98648.

Licensor desires to grant to Licensee, and Licensee desires to acquire from Licensor a non-exclusive right and license to use certain computer software as hereinafter defined. Both parties agree they are able to comply with and will satisfy the terms and conditions as set forth in this Agreement. Both parties, intending to be legally bound, agree to the following:

**SECTION 1 - DEFINITIONS**

The definition of terms set forth in this section shall apply when such terms are used in this Agreement, its exhibits, and any amendments:

1.1 "Licensed Program." The computer program designated by Licensor as *InForum Gold™*, *InForum™*, or *Command Series™* including object code, as well as related procedural code, and documentation of any type which describes it.

1.2 "Licensed Documentation." The system user manuals, and other documentation made available by Licensor, for the Licensed Program.

1.3 "Enhancements." Changes or additions, other than Maintenance Modifications, to the Licensed Program or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.

1.4 "Error." Problem caused by incorrect operation of the computer code of the Licensed Program or an incorrect statement or diagram in Licensed Documentation that produces incorrect results or causes incorrect actions to occur.

1.5 "Error Correction." Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the Licensed Documentation, or a procedure or routine

that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Licensee of such non-conformity.

1.6 "Maintenance Modifications." Modifications or revisions to the Licensed Program or Licensed Documentation that correct Errors.

1.7 "Specifications." The functional performance parameters of the Licensed Program effective on the date of this Agreement, as set forth in Licensed Documentation.

1.8 "Proprietary Information." Unpublished "know-how" and "trade secrets" which shall include, without limitation, computer programs, program designs, algorithms, subroutines, system specifications, test data, charts, graphs, operation sheets, and all other technical information, owned by Licensor or under its control, relating to the development and production or use of the Licensed Program and the design, configuration, programming, and protocol of the Licensed Program.

1.9 "Normal Working Hours." The hours between 8AM and 5PM PST (Pacific Standard Time), on the days Monday through Friday, excluding regularly scheduled holidays of Licensor.

1.10 "Releases." New versions of the Licensed Program, as specified by Licensor, which new versions may be prompted by Error Corrections and/or Enhancements.

1.11 "Support Agreement Term." A fiscal year, commencing on January 1 and ending on December 31, during which support and services are provided subject to the terms and conditions set forth in Section 9, *Software Support*.

**SECTION 2 - GRANT OF LICENSE**

2.1 **Scope of License.** Subject to compliance by Licensee with the terms hereof, Licensor hereby grants to Licensee, in perpetuity unless terminated as provided herein, a personal, non-exclusive, nontransferable license (without the right of sublicense), to:

- a. Install, use, and execute the Licensed Program on computers owned or leased and used by Licensee at its facilities, for up to the number of concurrent users specified in this

Agreement in Exhibit A1, for the sole and express purpose of supporting the internal business activities of Licensee; and

- b. Use the Licensed Documentation only in conjunction with installation and use of the Licensed Program.

**2.2 Delivery of Materials.** Licensor shall deliver one copy of the Licensed Program and Licensed Documentation to Licensee within a reasonable time following final execution of this Agreement.

**2.3 Minimum Hardware and Software Requirements.** Licensee acknowledges that in order to be executed, Licensee's computers must meet or exceed the minimum published hardware and software requirements for the Licensed Program. Licensee agrees such requirements are subject to change, and that future versions of the Licensed Program may have different hardware and software requirements that those presently in effect. The acquisition of necessary hardware and software meeting the requirements then in effect shall be the sole responsibility of Licensee. Licensee acknowledges that Licensor software support does not cover third party software unless otherwise specified.

**2.4 Necessity for Third-party Software.** Licensee acknowledges that in order to be executed, the Licensed Program requires certain third-party software not provided by Licensor. The acquisition of necessary licenses and support for this software shall be the sole responsibility of Licensee. Licensee acknowledges that Licensor software support does not cover third party software unless otherwise specified.

**2.5 Assignment of Rights in Licensee Maintenance Modifications and Enhancements.** All right, title, and interest in all Maintenance Modifications and Enhancements developed by Licensee during the term of this Agreement remains with Licensor. Licensee agrees that such Maintenance Modifications and Enhancements shall be used by Licensee, and will not be distributed or otherwise made available to any third party other than Licensor.

**2.6 Availability of Licensor Enhancements.** Licensor agrees to offer to Licensee a license to Enhancements that Licensor develops and offers generally to licensees of the Licensed Program according to the terms under Section 9.1.b.

**2.7 Licensee Notification and Delivery of Materials.** Licensee shall notify and deliver to Licensor one copy of any Maintenance Modifications and Enhancements developed by Licensee within a reasonable period after development.

### SECTION 3 - TITLE TO MATERIALS

**3.1 Title to Licensed Program and Licensed Documentation.** All right, title, and interest in and to the Licensed Program and Licensed Documentation, including the media on which the same are furnished to Licensee, are and shall remain with Licensor. Licensee acknowledges that no such rights, title, or interest in or to the Licensed Program and the Licensed Documentation is granted under this Agreement, and no such assertion shall be made by Licensee. Licensee is granted only a limited right of use of the Licensed Program and Licensed Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

**3.2 Title to Enhancements and Maintenance Modifications; Restrictions on Use, Disclosure, Access, And Distribution.** All right, title, and interest in and to any Enhancements and Maintenance Modifications developed by either Licensor or by Licensee shall be and remain with the Licensor. Licensee shall treat all such Enhancements and Maintenance Modifications in accordance with the restrictions and limitations set forth herein respecting Licensed Programs and Licensed Documentation.

### SECTION 4 - FEES AND PAYMENTS

**4.1 License Fee.** In consideration of the licenses granted hereunder, Licensee shall pay Licensor a one-time license fee as well as other associated costs as further defined in Exhibit A, attached hereto.

**4.2 Software Support.** Software Support is subject to the terms and conditions of Section 9, *Software Support*, and may be offered, at the Licensor's sole option, on a year by year basis.

**4.3 Per Diem.** Charges for meals and incidental expenses associated with the delivery of the Licensed Program will be charged on a per diem basis. The rate for such per diem shall be the maximum meals and incidental expenses allowed for Licensee's locality as specified in 41 CFR Section 301 Appendix A of the code of Federal Regulations.

**4.4 Other Costs.** Other costs, including but not limited to air/train/taxi fare, parking, freight costs, reproduction charges, and other incidental expenses incurred by Licensor on account of this Agreement, shall be billed to the Licensee.

**4.5 Payment.** Payment for all fixed fees and charges shall be in accordance with the payment schedule set forth in Exhibit B – Billing/Payment Schedule. Payment for all estimated fees and charges shall be in accordance with the terms and conditions set forth in Exhibits D - Services and E – Committed Modifications.

**4.6 Taxes.** The fees and charges specified in this section are exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the service and support provided hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.



## SECTION 5 - PROPRIETARY PROTECTION OF MATERIALS

**5.1 Acknowledgment of Proprietary Materials; Limitations on Use.** Licensee acknowledges that the Licensed Program and Licensed Documentation are unpublished works for purposes of federal copyright law and embody valuable confidential and secret information of Licensor, the development of which required the expenditure of considerable time and money by Licensor. Licensee shall treat the Licensed Programs and Licensed Documentation in confidence and shall not use, copy, or disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under this Agreement. In the event of a public records request for the Licensed Program and Licensed Documentation, Licensee shall promptly provide a copy of such request to Licensor so that it has at least seven business days from Licensor's receipt of such copy in which to seek an order restraining the Licensee from disclosing the Licensed Program and Documentation pursuant to such public records request. If Licensor does not obtain a restraining order within such period of time, Licensee may disclose the Licensed Program and Licensed Documentation pursuant to such public request as Licensee deems appropriate.

**5.2 Secure Handling.** Except for copies of the Licensed Program installed and operated upon its computers as permitted hereunder, Licensee shall require that the Licensed Program and Licensed Documentation be kept on Licensee's premises which shall be maintained in a manner so as to reasonably preclude unauthorized persons from gaining access thereto, and Licensee shall permit access only as necessary for either party's use thereof in accordance with the terms of this Agreement.

**5.3 Proprietary Legends.** Licensee shall not permit anyone other than Licensor to remove any proprietary or other legend or restrictive notice contained or included in any material provided by Licensor.

**5.4 Reproduction of Licensed Documentation.** Licensee may reproduce the Licensed Documentation provided by Licensor, provided that such reproductions are for the private internal use of Licensee, and all such reproductions bear Licensor's copyright notices and other proprietary legends.

**5.5 Injunctive Relief.** Licensee recognizes and acknowledges that any use or disclosure of the Licensed Program or Licensed Documentation by Licensee in a manner inconsistent with the provision of this Agreement may cause Licensor irreparable damage for which remedies other than injunctive relief may be inadequate. In the event of such a violation of this Agreement, Licensor shall be entitled, upon application to a court of competent jurisdiction, to a temporary restraining order or preliminary injunction, to restrain and enjoin Licensee from such violation, without prejudice to any other remedies available to Licensor.

**5.6 Technical Protections.** Licensor may from time to time prescribe password protection as an additional security measure for the Licensed Program, and Licensee shall cooperate with Licensor in connection therewith.

**5.7 Survival of Terms.** The provisions of Sections 5.1 through 5.6 shall survive termination of this Agreement for any reason.



## SECTION 6 - LIMITED WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY

**6.1 Limited Warranty Against Infringement.** Licensor warrants that the Licensed Program and Licensed Documentation as delivered to Licensee do not infringe any third-party rights in patent, copyright, or trade secret in the United States.

**6.2 Limited Warranty of Conformity.** Licensor warrants, for the benefit only of Licensee, that for the life of the Agreement, the Licensed Program will conform in all material respects to the Licensed Documentation (except for modifications made by Licensee or by Licensor at the request of Licensee), but only if Licensee maintains uninterrupted Software Support as described in Section 9. Licensor assumes no responsibility for obsolescence of the Licensed Program nor for lack of conformity occurring from Licensee's failure to

update the Licensed Program with distributed Enhancements, Maintenance Modifications, or Error Corrections.

**6.3 Exclusive Remedy.** As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Licensed Program for which Licenser is responsible, Licenser shall use commercially reasonable efforts to provide Maintenance Modifications with respect to such Error. However, Licenser shall not be obligated to correct, cure, or otherwise remedy any Error in the Licensed Program resulting from any (1) modification of the Licensed Program by Licensee, or (2) failure of Licensee to notify Licenser of the existence and nature of such nonconformity or defect promptly upon its discovery.

**6.4 Disclaimer.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LICENSOR MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OR RELATING TO THE LICENSED PROGRAM OR LICENSED DOCUMENTATION OR TO ANY OTHER MATERIALS FURNISHED OR PROVIDED TO LICENSEE HEREUNDER. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SAID MATERIALS OR THE USE THEREOF.

**6.5 Limitation of Liability.** EXCEPT WITH RESPECT TO LIABILITY ARISING FROM CLAIMS OF INFRINGEMENT OF THIRD-PARTY RIGHTS IN THE UNITED STATES IN COPYRIGHT, TRADE SECRET, OR PATENT, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, DEMAND, OR ACTION.

**6.6 Licensee Indemnification.** Licensee shall and does hereby agree to indemnify, hold harmless, and save Licenser from liability against any claim, demand, loss or action (1) resulting from Licensee's use or modification of the Licensed Program and Licensed Documentation and (2) alleging that any Maintenance Modifications made by Licensee infringe any third-party rights in the United States respecting copyright, trade secret, or patent.

**6.7 Licenser Indemnification.** Licenser shall and does hereby agree to indemnify, hold harmless, and save Licensee from liability against any claim,

demand, loss, or action alleging that the Licensed Program and Licensed Documentation or any Maintenance Modifications or Enhancements made by Licenser infringe any third-party rights in the United States respecting copyright, trade secret, or patent.

**6.8 Survival of Terms.** The provisions of Sections 6.1 through 6.7 shall survive termination of this Agreement.

## SECTION 7 - TERM AND TERMINATION

**7.1 Term.** This Agreement shall commence on the date and year contained herein and shall continue until terminated in accordance with the terms thereof.

**7.2 Termination by Either Party.** Either party may terminate this Agreement upon 60 days written notice to the other party if the other party commits a breach of any term hereof and fails to cure said breach within that 60-day period. Such notice shall set forth the basis of the termination.

**7.3 Actions Upon Termination.** Upon termination of this Agreement for any reason, Licensee shall immediately cease use of, and return forthwith to Licenser, the Licensed Program and Licensed Documentation, and any copies or portions thereof, including Maintenance Modifications or Enhancements.

## SECTION 8 - MISCELLANEOUS

**8.1 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement, or representation not contained herein. In the event of any conflict in the terms and conditions of this Agreement, the documents shall control in the following order:

- a. This Software License and Use Agreement;
- b. Licenser's Response to Licensee's Request for Proposal, if applicable;
- c. Licensee's Request for Proposal, if applicable.

**8.2 No Assignment.** Licensee shall not sell, transfer, assign, or subcontract any right or obligation hereunder without the prior written consent of Licenser. Any act in derogation of the



foregoing shall be null and void; provided, however, that any such assignment shall not relieve Licensee of its obligations under this Agreement.

**8.3 Force Majeure.** Excepting provisions of this Agreement relating to payment of license fees, and protection of Licensor's Proprietary Information, neither party shall be in default of the terms hereof if such action is due to a natural calamity, or similar causes beyond the control of such party.

**8.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Venue will be deemed appropriate in the county of Yakima, Washington.

**8.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

**8.6 Notice.** Any notice required or permitted to be made or given by either party under this Agreement shall be made in writing and delivered by hand or by certified mail, postage prepaid, addressed as first set forth above or to such other address as a party shall designate by written notice given to other party.

**8.7 Acceptance Testing.** Within ten (10) business days of Licensor's notification to Licensee that the Licensed Program or portion thereof is installed and the applicable training administered, Licensee shall begin performance of Acceptance Testing, for the sole and express purpose of determining whether the Licensed Program operates as described in the Licensed Documentation. Licensee must complete such Acceptance Testing within thirty (30) days of commencement of testing. The passage of the thirty (30) day testing period without official written notification from Licensee to Licensor that module of Licensed Program has failed Acceptance Testing indicates that the module is accepted and that any portion of the license fees attached to Licensed Program's acceptance are due and payable.

**8.8 Failure of Acceptance Testing, Retesting.** If the parties agree that the Licensed Program does not successfully pass Acceptance Testing, the Licensee shall notify Licensor in writing ("first notice of failure") and shall specify with as much detail as possible in which respects the Licensed Program failed to pass the Acceptance Testing. Licensor shall make such necessary corrections and modifications in the Licensed Program to establish a reasonable basis for additional Acceptance Testing within a period of thirty (30)

days from the first notice of failure. Licensor shall notify Licensee when such retesting can begin and the Licensee shall complete Acceptance Testing within a period of ten (10) business days from the date of notification. If the parties agree that the Licensed Program continues to fail Acceptance Testing, the Licensee shall notify Licensor in writing of the Licensee's intention to terminate and if the Licensor fails to remedy the defect within (60) days of receipt of said notification, the Licensee has the right, at its option, to terminate the Agreement by giving written notice of such termination to the Licensor.

Upon the Licensee's termination of this Agreement due to failure of the second Acceptance Test, the Licensee shall promptly return the Licensed Program and documentation and all related materials to the Licensor.

**8.9 Acts of Insolvency.** The Licensee may terminate this Agreement by written notice to the Licensor if the Licensor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any domestic bankruptcy or insolvency law or publicly announces liquidation proceedings.

**8.10 Insurance.** During the term of this Agreement, Licensor shall maintain an appropriate level of insurance against all personal and property damage caused by Licensor's employees while on Licensee's premises and shall exhibit certificates of evidence of such insurance upon request by Licensee.

**8.11 Equal Opportunity Employer.** Licensor shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap in the performance of this Agreement.

**8.12 Cooperative Purchasing.** Other Washington State municipalities may acquire the Financial Management Software System described in this contract under terms equivalent to this contract; provided that if a municipality requests additional user, equipment, or service units, Licensor may adjust the price by the per unit or per service rate provided in this contract. The provisions of this paragraph (8.12) shall terminate on January 31, 2001.

## SECTION 9 - SOFTWARE SUPPORT

**9.1 Scope of Service.** Licensor shall render support and services during Normal Working Hours for the following:

- a. **Telephone Support** - Calls for assistance related to operation of the Licensed Program, reporting of a potential error condition or abnormal termination of a program, or request for minor assistance related to the Licensed Program;
- b. **Support Enhancements** - Selected Enhancements, the nature and type of which shall be determined solely by the Licensor. Such provision shall not preclude Licensor from providing other Enhancements of the Licensed Program for license fees, training charges, and other related service fees and charges.
- c. **Source Code Maintenance** - Library of Licensed Program maintained by Licensor for Licensee complete with modifications authorized by Licensee and performed by Licensor. Licensor shall provide Licensee with Source Code any time upon Licensee's request, so long as Licensee complies with the terms and conditions of this Agreement and Section 9 – Software Support.
- d. **Software Warranty** – If Licensee obtains Software Support from Licensor, and such Software Support is in effect without interruption from inception of this Agreement, then Licensor will warrant the Licensed Program to be free of errors for the life of this Agreement.

**9.2 Fees and Charges.** Licensee shall pay Licensor annual support charges based on an annual rate determined by Licensor at the beginning of each Support Agreement Term. Such annual rate shall be multiplied times the amounts shown in Exhibit A under the column headed "License Fee (Support Basis)" for each covered product. No increase in the support rate shall be in excess of 10% of the support rate for the prior year. All annual support charges are due and payable on or before the 1<sup>st</sup> working day of each Support Agreement Term. Skamania County shall pay no support fees on Licensed Program named in this agreement until January 1, 2001. Failure to make such payment shall constitute cancellation and termination of support by Licensee and no further service or support will be provided by Licensor.

**9.3 Licensee Responsibilities.** Licensee shall be responsible for the procuring, installing, and maintaining all computer equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from Licensor the services called for according to Licensor's then existing policy.

**9.4 Proprietary Rights.** To the extent that Licensor may provide Licensee with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works of the Licensed Program prepared by Licensor, Licensee may (1) install one copy of the Licensed Program, in the most current form provided by Licensor, in Licensee's own facility; and (2) use such Licensed Program in a manner consistent with the requirements of the Agreement, for purposes of serving Licensee's internal business needs. Licensee may not use, copy, or modify the Licensed Program, or make any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor. The Licensed Program is and shall remain the sole property of Licensor, regardless of whether Licensee, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Licensor for the use of the work product. Licensee shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, that Licensor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Licensee shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Licensee at the time of its delivery or on-site development.

**9.5 Disclaimer of Warranty and Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SYSTEM OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9.6 Termination of Support.** Support may be terminated as follows:

- a. Upon the termination of the License Agreement; or

- b. Upon notification by either party to the other, at the beginning of any Support Agreement Term;
- c. Upon 60 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

**[Licensee]**

By:

Signature:

Title:

Date:

**[Licensor] Eden Systems, Inc.**

By: Christopher Salts

Signature:

Title: Contract Administrator

Date:

Unofficial  
Copy



**Eden Systems , Inc.  
Software License and Use Agreement  
Exhibits Section**

**Exhibit A1 – Eden Systems Deliverables  
Exhibit A2 – Third Party Deliverables  
Exhibit B – Billing/Payment Schedule  
Exhibit C – Third Party Products, Tools  
Exhibit D – Services  
Exhibit E – Committed Modifications  
Exhibit F – Database Server  
Exhibit G – ESRI Products and Services**

**Exhibit A1**  
**Eden Systems Deliverables**  
**20 Concurrent Users**

The following items are products and services delivered and to Licensee from Licensor. Product support and maintenance is obtainable directly from Licensor for those items totaled under the "License Fee (Support Basis) column only. All support and maintenance for other items priced under the column "Misc. Services Third Party" must be obtained by Licensee directly from the original manufacturer or supplier.

Products, Services and Equipment	Base License Fee	Service Trips	Service Days	Services Cost	3 <sup>rd</sup> Party Products & Services	Total
<b>Eden - Products:</b>						
InForum Gold Financials	\$59,950.00	7	20 <sup>21</sup>	\$20,000.00		\$79,950.00
InForum Gold Payroll/Position Control	\$39,950.00	4	11 <sup>14</sup>	\$11,000.00		\$50,950.00
InForum Gold Fixed Assets	\$12,500.00	1	2 <sup>2</sup>	\$2,000.00		\$14,500.00
Eden Menus	\$2,000.00					\$2,000.00
Eden Data Dictionaries	\$1,000.00					\$1,000.00
<b>Eden - Other Services:</b>						
Project Management - Estimate			15		\$15,000.00	\$15,000.00
Conversion Services - Estimate			22 1/2		\$22,500.00	\$22,500.00
Setup - Database			4 <sup>6</sup>		\$4,000.00	\$4,000.00
Setup - Operating System			5 <sup>5</sup>		\$5,000.00	\$5,000.00
<b>3<sup>rd</sup> Party - Equip; Database; Tools:</b>						
Database					\$0.00	\$0.00
Report Writer (2 Users)			(2)	\$2,000.00	\$0.00	\$2,000.00
<b>Other:</b>						
Travel and Expenses - Estimate					\$12,000.00	\$12,000.00
Taxes - Estimate					\$10,698.40	\$10,698.40
<b>Total</b>	<b>\$115,400.00</b>	<b>12</b>	<b>81 1/2</b>	<b>\$35,000.00</b>	<b>\$69,198.40</b>	<b>\$219,598.40</b>

**Exhibit A2**  
**Third Party Deliverables (Memo Only)**

All following products are to be obtained by Licensee directly from the third party listed and any reference to any such third party in this Agreement shall not constitute a commitment on the part of Licensor to indemnify or protect the Licensee in any way related to such third party product or service.

Products, Services and Equipment Setup/Training=(); Estimated Trips=()	License Fee	Total
Equipment, 3 <sup>rd</sup> Party Apps, Dbase, Tools		
Database, Tools	\$8,000.00	\$8,000.00
Report Writer	\$1,000.00	\$1,000.00
Total	\$9,000.00	\$9,000.00

**Exhibit B**  
**BILLING/PAYMENT SCHEDULE**

<b>Product/Service</b>	<b>On Execution</b>	<b>As Delivered Onsite</b>	<b>As Progress Occurs</b>	<b>Total</b>
Financials – GL (30%)	\$8,992.50	\$8,992.50		\$17,985.00
Financials – AP (30%)	\$8,992.50	\$8,992.50		\$17,985.00
Financials – Budgeting (15%)	\$4,496.25	\$4,496.25		\$8,992.50
Financials – Purchasing (15%)	\$4,496.25	\$4,496.25		\$8,992.50
Financials – AR (10%)	\$2,997.50	\$2,997.50		\$5,995.00
Payroll/Benefits/Position Control	\$19,975.00	\$19,975.00		\$39,950.00
Fixed Assets	\$6,250.00	\$6,250.00		\$12,500.00
Consulting/Management - Estimate			\$15,000.00	\$15,000.00
Data File Conversion Services - Estimate			\$22,500.00	\$22,500.00
Setup - Database			\$4,000.00	\$4,000.00
Setup – Operating System			\$5,000.00	\$5,000.00
Eden Menus	\$1,000.00	\$1,000.00		\$2,000.00
Eden Data Dictionaries	\$500.00	\$500.00		\$1,000.00
Services			\$35,000.00	\$35,000.00
Expenses - Estimate			\$12,000.00	\$12,000.00
Taxes - Estimate			\$10,698.40	\$10,698.40
<b>Totals</b>	<b>\$ 57,700.00</b>	<b>\$57,700.00</b>	<b>\$ 104,198.40</b>	<b>\$ 219,598.40</b>

**Exhibit C**  
**DATABASE SOFTWARE, TOOLS**

[illegible]



## ***Exhibit D*** **SERVICES**

**Modifications, Consulting/Management, Travel, Expenses** - The cost to provide modifications identified in this Agreement, is an estimate only, and both parties acknowledge that Licensee will pay Licensor for actual work performed to produce such modifications.

Any changes in the original definition of the defined deliverable identified herein will be incorporated through the use of an Authorization For Professional Services (AFPS) issued at the sole option of Licensor to Licensee, identifying such additional cost estimates to effect such change.

Consulting and management fees shown in this Agreement cover the cost of providing general setup and application consulting, project management and coordination.

Travel and expenses shown in this Agreement are estimates only. Licensee will reimburse Licensor within 15 days for all such charges.

### **Onsite Services**

**Training, Installation, and Setup** - All training is to be administered in either a) train the trainer fashion; or b) seminar or 'group' fashion; to maximize the usefulness of time and resources. The training costs herein assume that training is to be provided on-site in the Licensee's offices and that the Licensee can provide suitable training room facilities and make Licensee's personnel available on the dates and times agreed to by the parties. **Licensor will make its best effort to make sure all system components necessary for training will be in place prior to beginning the training session.**

Charges relating to installation and setup are due and payable in full upon acceptance by Licensee.

Charges related to training are due and payable in full upon execution of this Agreement. Written acknowledgment of acceptance by Licensee, or full payment by Licensee of the license fee for any module listed in Exhibit A, shall constitute full satisfaction of the commitment for related services under this Agreement.

Additional training not covered in this Agreement shall be contracted through an Authorization For Professional Services (AFPS) and shall require authorization from Licensee. Such AFPS shall denote the number of service hours required and shall be provided at Licensor's then-going hourly rate for such services.

Licensee is responsible for all shipping and related costs incurred on its behalf under this Agreement, including but not limited to all necessary operating software, equipment and related tools.

In order to provide onsite services of any kind, Licensor must schedule visits in advance. If the scheduled visit is canceled by the Licensee for any reason without first having given Licensor a minimum of two weeks advance notice of such cancellation, the Licensor may charge the Licensee for all costs related to that scheduled visit and shall dissolve the commitment to perform the services scheduled for that visit.

**Data File Conversion Services** – Charges related to data file conversion found in this Agreement are estimates only. Licensor will charge for any and all such activities relating to conversion efforts.

It is the responsibility of the Licensee to present all data in a standard magnetic form and format prescribed by Licensor, which is to be compatible with Licensor's standard conversion programs and database setup. Specifications for the standard format are available from Licensor. Licensee acknowledges that only those data elements described in the standard formats are converted.

Data conversion will consist of running the magnetic data presented by Licensee through the Licensor's conversion program one or more times to format the data into a form acceptable to the Licensed Program.

It is the Licensee's sole and complete responsibility to ensure that the data presented to the Licensor's conversion program is complete and accurate, and any cost for services, third-party and other related costs associated with data conversion shall be borne by the Licensee.

Should Licensee be unable, for any reason, to provide data in EDEN's prescribed formats, Licensee may request assistance from EDEN in extracting legacy data and formatting it according to EDEN standards. Such services will be billed to Licensee according to EDEN's then standard hourly rate.

If the Licensee can guarantee legal and technical access to properly documented information subject to data conversion, the Licensor will manage and perform the entire data conversion function in exchange for additional fees and charges. If such a "start-to-finish" approach is provided herein, Exhibit A will denote such action as "Start-to-Finish" conversion, otherwise the above requirements are applicable.

The following table indicates the ESTIMATED number of hours and costs associated with each application listed:

Application Module	Hours Estimate	Cost Estimate
Financials	80	\$10,000.00
Payroll/Position Control	80	\$10,000.00
Fixed Assets	20	\$2,500.00
<b>Total Estimate</b>	<b>180</b>	<b>\$22,500.00</b>

**Service Rates**

The following hourly rates apply to services included in this Agreement and are not to be interpreted as a commitment to perform any future such services, not covered under this Agreement, for said rates.

<b>Service Type</b>	<b>Hourly Rate</b>
Requested Modifications	\$125.00
Consulting/Management	\$125.00
Training	\$125.00
Installation and Setup	\$125.00
Data File Conversion	\$125.00

**Authorized Sub-Agencies.** The following are considered authorized Sub-agencies of this Agreement and Licensee is authorized to use the Licensed Program and Licensed Documentation on Licensee's premises for the purpose of supporting the internal business practices of only those agencies named herein as Sub-agencies and no other right or use if permitted under this Agreement.

<p>No Authorized Sub-Agencies</p> <p>Authorized Sub-Agencies</p>
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**Exhibit E**  
**COMMITTED MODIFICATIONS**







**Exhibit G**  
**ESRI Products and Services**

Licensee understands and accepts that the following terms and conditions are required in order for Licensee to use applications created using MapObjects, or other ESRI products:

- 1) Reverse engineering, copying (other than a backup copy), or transfer or assignment of rights to use as well as the right to access source code is prohibited.
- 2) Any use other than as specifically granted herein is prohibited.
- 3) Licensee shall use all practical means, contractual and technical, to prevent any in-house or commercial user (including network users) from using any portions of MapObjects and any extension thereof, separately from Licensor's Licensed Program.
- 4) ESRI and/or its suppliers may enforce their intellectual property rights through injunctive relief and other remedies in law or equity. All copyright, government notices, trademarks, or other intellectual property notices noted under "Copyright, ESRI Trademark Name, and Government Use Notice" shall be included unmodified in the Application's online help or Readme file and documentation.

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