

January 9, 2008

Mr. Donald Jarvinen  
CITY OF RAPID CITY  
300 6TH ST  
RAPID CITY, SD 57701

ELA Quotation #20310444

Dear Donald:

The ESRI Small Municipal and County Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to the ESRI® software listed below on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on ESRI's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement. An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all ESRI software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The program includes unlimited access by your organization during the term of this agreement to the ESRI products listed below. Licenses are valid for the three-year term of the agreement.

- **ArcGIS® desktop products**—ArcInfo®, ArcEditor™, ArcView®
- **ArcGIS desktop extensions**—3D Analyst™, Spatial Analyst, Geostatistical Analyst, ArcScan™, ArcGIS Publisher, Maplex™, Network Analyst, ArcGIS Schematics, Job Tracking for ArcGIS (JTX™)
- **ArcGIS server-based products**—ArcGIS Server (advanced, standard, basic/workgroup, enterprise)
- **ArcIMS®**
- **ArcGIS Server extensions**—3D Analyst, Network Analyst, Spatial Analyst

■ **ArcGIS Engine Runtime deployments**

Also included in the program are

- **ESRI Developer Network**—One annual subscription to the ESRI Developer Network (EDN<sup>SM</sup>) for each year the ELA is in effect
- **Virtual Campus (Web training)**—10,000 dollars for standard ESRI-authored courses only (third-party authored courses not included)
- **Instructor-led training**—Five percent discount on all commercially available courses at ESRI facilities

Payment terms for the ELA follow:

	Year 1	Year 2	Year 3	Total
<b>Total Annual Fee</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>	<b>\$150,000.00</b>

All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services listed above.

The following key business terms and conditions will apply:

- If your organization wishes to acquire and/or maintain any ESRI software during the term of the agreement that is not included in this proposal, it may do so separately from this ELA at the ESRI pricing that is generally available for your organization for software and maintenance.
- Software and services included in this proposal may only be deployed and used within the United States.
- ESRI technology that may be embedded in third-party products that your organization licensed or may acquire is not included under this agreement.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The first payment will be due within 30 days of the effective date. Second and third payments will be due within 30 days of the anniversary date of the contract.
- The organization will establish a Tier 1 support center to field calls from internal users of ESRI software. The organization may designate up to four individuals who may directly contact ESRI for Tier 2 technical support.
- ESRI will deliver two boxes of media.



- The organization will establish a Tier 1 support center to field calls from internal users of ESRI software. The organization may designate up to four individuals who may directly contact ESRI for Tier 2 technical support.
- ESRI will deliver two boxes of media.
- ESRI will provide up to 10 hardware keys, at no additional charge, upon your request.
- The organization will provide an annual report of installed ESRI software to ESRI.
- ESRI software updates that you are licensed to use will be shipped automatically as they become available.
- The organization will act as an ESRI reference site and will permit ESRI to publicize its use of ESRI software and services.
- The organization will receive four complimentary annual registrations to the ESRI International User Conference.
- Subject to open records or public disclosure law, the details of this agreement will be confidential and may not be disclosed by the contracting parties.
- ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this ELA offer:

1. Prepare a purchase order including the sentence "**THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY.**" and have it signed by an authorized representative of the organization.
2. On the first page of the agreement, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title if applicable, address, phone number, and e-mail address.

Or e-mail [service@esri.com](mailto:service@esri.com) or fax documents to 909-307-3083.

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration and interest in this program. If you have any questions or concerns that I can help clear up let me know.

Best regards,

Sam Klimoski  
Sales Associate  
ESRI - Minneapolis  
651-454-0600 ext. 8365  
[sklimoski@esri.com](mailto:sklimoski@esri.com)