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Latitude Geographics Group Ltd., 204 Market Square, Victoria, BC Canada V8W 3C6 · Tei: (250) 381-8130 Fax: (250) 381-8132

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By:Authorized Signature	ByAuthorized Signature
Printed Name:	Printed Name [.]
Title:	Title:
Date:	Date:
Licensee Contact Information	
Contact. Russ Tiensvold	
Address: Pennington County - Rapid City GIS	
Rapid City Community Resource Department	
300 6th Street	
Rapid City, SD 57701-5035	
Country: USA	
Telephone 605-716-3676	

Latitude Geographics General License Terms and Conditions (L200)

Russ.Tiensvold@rcgov.org

Exhibit 1: Scope of Use (L300)

605-394-6621

Exhibit 2: Terms & Conditions Specific to Internet Mapping Framework (L305)

E-mail



GENERAL LICENSE TERMS AND CONDITIONS (L200 11/2007)

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- 18. Licensee may deploy a single instance of the Fleet Tracker Server to update up to the number of entities designated.

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EXHIBIT 2 TERMS & CONDITIONS SPECIFIC TO INTERNET MAPPING FRAMEWORK (L305 11/2007)

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Addition to Article 2

LATITUDE warrants that it has all rights necessary to make the grant of license herein as licensee of such rights from Moxi Media Inc. (MOXI) and the Province of British Columbia which is the copyright holder of the core Internet Mapping Framework. This license is granted to the Licensee pursuant to a Head License Agreement granting MOXI the right to use, modify, create derivative works and distribute and sublicense the core Internet Mapping Framework

All proprietary and intellectual property rights, title, and interest including copyright in and to the original and all copies of the core Internet Mapping Framework and the documentation or any changes made to the Software, Data, Web Services or Documentation shall be and remain that of LATITUDE, MOXI, or the Province of British Columbia as its licensor, as the case may be.

Addition to Article 7.1

IN NO EVENT SHALL MOXI NOR THE PROVINCE OF BRITISH COLUMBIA BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND IN CONNECTION WITH THE SOFTWARE OR WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, DAMAGES FOR LOST PROFITS OR LOST SAVINGS.

Addition to Article 9.6

This Agreement as it relates to the core Internet Mapping Framework shall be assignable by LATITUDE to the Province of British Columbia as owner of all proprietary and intellectual property rights in and to the core Internet Mapping Framework. The Licensee acknowledges and agrees that in the event the Province of British Columbia terminates the Head License Agreement with MOXI and provides the Licensee with notice of such termination, the Licensee will continue to be bound to all the terms of this Agreement, as it relates to the core Internet Mapping Framework, to the Province of British Columbia as if this license was entered into directly between the Licensee and the Province of British Columbia. Unless the foregoing occurs, this Agreement does not create any contractual relationship between the Province of British Columbia and the Licensee.

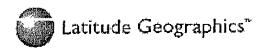
Addition to Article 9.7

Exhibit 2 shall also survive the expiration or termination of this license agreement.

Addition to Article 9.10 a/b

Any action or proceeding to which the Province of British Columbia is a party shall be governed by the laws of the Province of British Columbia, Canada

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PRODUCT ORDER (LPO1 03/2008)

Latitude Geographics Group Ltd., 204 Market Square, Victoria, BC, Canada V8W 3C6 · Tel: (250) 381-8130 · Fax: (250) 381-8132

This document describes the Software, Data, Web Services and/or Documentation ("Software") to be licensed by the Customer at the Installation Location described herein. Prior to installation and/or use, an authorized representative of the Customer must agree to the terms and conditions of Latitude Geographics Group Ltd.'s License Agreement(s) associated with the product(s) listed below.

Customer				
Customer Name (Licensed Enterprise):	Rapid City-Pennington County Gl	S Order A By Cust	pproved omer:	INITIAI HERE
Customer Shipping Address:	Rapid City Community Resources Department 300 6th Street Rapid City, SD 57701-5035	Approva	al Date:	DATE HERE
Contact Name:	Russ Tiensvold Phone: 605-716-3676		-3676	
E-mail Address:	Russ.Tiensvold@rcgov.org	Fax:	605-394	-6621
Customer Billing Address (if not same as above)	Same as above			
Installation Location:	Offices at. 300 6th Street, Rapid City, SD 57701-5035			
License Effective Date:	Purchase Order #:			

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Vendor	Latitude Geographics Group Ltd.		
Address:	204 Market Square Victoria, BC Canada V8W 3C6		
Contact Name:	Jason Close	Phone:	(250) 381-8130
E-mail Address:	jclose@latitudegeo.com	Fax:	(250) 381-8132

Software 46 200		
Product Description	License Cost	
GXIMFEA - Geocortex Internet Mapping Framework (Enterprise Edition Annual Subscription) Compiled Java classes, JSP scripts, supporting web documents, and documentation, with: Annual subscription license to provide unlimited sites from the designated installation location, as per regular business. Up to five (5) hours of complimentary initial installation support	\$8,000 USD (annual)	
 Includes Complimentary Maintenance¹ for subscription term Subscription term is two (2) years ~ Total \$16,000 USD 		
GXSTAEA - Geocortex Statistics (Enterprise Edition Annual Subscription) Compiled Java classes, JSP scripts, supporting web documents, and documentation, with Annual subscription license to provide processing/analysis of log files for an unlimited number of applications from a single designated installation location		
 Up to two (2) hours of complimentary initial installation support Includes Complimentary Maintenance¹ for subscription term Subscription term is two (2) years - Total \$2,000 USD 		
Total Two Year Subscription License Cost:	\$18,000.00	

Software maintenance for one year from License Effective Date is included as part of the initial license fee and is described in Latitude's *Maintenance & Support Policy (L400)*. Extended Maintenance will be offered thereafter according to the terms and conditions of Latitude's Maintenance & Support Policy (L400).

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Payment Terms for Software License

- Vendor will invoice the Customer for the Software prior to product delivery.
 All invoices will be paid within 30 days of the date of same.
 Overdue invoices shall bear interest at 1% per month, 12.56% per annum.

KS LATITUDE	OFFICE USE:
Approved by Latitude	
Date	

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