



Latitude Geographics™

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Licensee Contact Information

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Latitude Geographics General License Terms and Conditions (L200)

Exhibit 1: Scope of Use (L300)

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



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(L305 11/2007)

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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



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 GIS	Order Approved By Customer:	INITIAL HERE
Customer Shipping Address:	Rapid City Community Resources Department 300 6th Street Rapid City, SD 57701-5035	Approval Date:	DATE HERE
Contact Name:	Russ Tiensvold	Phone:	605-716-3676
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 #:	

Vendor			
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	
Product Description	License Cost
GXIMFEA - Geocortex Internet Mapping Framework (Enterprise Edition Annual Subscription) Compiled Java classes, JSP scripts, supporting web documents, and documentation, with: <ul style="list-style-type: none"> ▪ 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 ▪ Includes Complimentary Maintenance¹ for subscription term ▪ Subscription term is two (2) years -- Total \$16,000 USD 	\$8,000 USD (annual)
GXSTAEA - Geocortex Statistics (Enterprise Edition Annual Subscription) Compiled Java classes, JSP scripts, supporting web documents, and documentation, with: <ul style="list-style-type: none"> ▪ 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 	\$1,000 USD (annual)
Total Two Year Subscription License Cost:	\$18,000.00

¹ 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)*.

Payment Terms for Software License

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

LATITUDE OFFICE USE	
Approved by Latitude	
Date	