

Latitude Geographics Group Ltd., 200 – 1117 Wharf St., Victoria, BC, Canada V8W 1T7 · 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			
<b>Customer Name (Licensed Enterprise):</b>	Pennington County - Rapid City GIS	<b>Order Approved By Customer:</b>	INITIAL HERE
<b>Customer Shipping Address:</b>	Rapid City Community Resource Department 300 6th Street Rapid City, SD 57701-5035 USA	<b>Approval Date:</b>	DATE HERE
<b>Contact Name:</b>	Don Jarvinen	<b>Phone:</b>	605-716-3676
<b>E-mail Address:</b>	don.jarvinen@rcgov.org	<b>Fax:</b>	605-394-6621
<b>Customer Billing Address (if not same as above) :</b>	Same as above		
<b>Installation Location:</b>	Offices at: 300 6 <sup>th</sup> Street, Rapid City, SD 57701-5035		
<b>License Effective Date:</b>		<b>Purchase Order #:</b>	

Vendor			
<b>Vendor</b>	Latitude Geographics Group Ltd.		
<b>Address:</b>	200 – 1117 Wharf Street Victoria, BC Canada V8W 1T7		
<b>Contact Name:</b>	Jason Close	<b>Phone:</b>	(250) 381-8130
<b>E-mail Address:</b>	jclose@latitudegeo.com	<b>Fax:</b>	(250) 381-8132

Software	
Product Description	License Cost
<b>GXESS4P - Geocortex Essentials (Advanced Edition)</b> Includes compiled application files, configuration files, documentation, with: <ul style="list-style-type: none"> <li>▪ Production License for up to four (4) server cores</li> <li>▪ Two (2) Geocortex Essentials Developer Seats</li> <li>▪ One (1) year Complimentary Maintenance<sup>1</sup></li> </ul>	\$25,000 USD
<b>Total License Cost:</b>	<b>\$25,000 USD</b>

<sup>1</sup> 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	

## General Technical Support Policy

**Outside the United States:** Many authorized distributors of Geocortex products provide direct technical support services to their customers. If you've licensed Geocortex products through a reseller, please inquire with them to learn more about their approach for providing technical support in your country.

- Technical Support refers to services provided to troubleshoot and resolve issues related to a client's web-GIS and/or other information technology infrastructure, including Latitude Geographics' Geocortex products (customized or out-of-the-box), ESRI products (e.g. ArcGIS Server, ArcIMS, ArcSDE) and other third party software and/or hardware.
- Latitude Geographics' software products involve enterprise-level integration and integration with various third-party components and these software products are routinely customized and otherwise altered by clients. Consequently, **Latitude Geographics does not include complimentary technical support services as part of maintenance.**
- Technical support services are available during Latitude's regular business hours of 8:30AM-5:00PM Pacific Time Monday-Friday, excluding public holidays. You can reach us by local telephone (250-381-2621), by toll free number (1-888-389-2621), or by email ([support@latitudegeo.com](mailto:support@latitudegeo.com)). For emergency after-hours service/support requests or by special arrangement, clients can send a short email page to [alerts@latitudegeo.com](mailto:alerts@latitudegeo.com).
- For certain ArcIMS-generation products, some initial implementation support services (maximum of 2-5 initial hours, depending on product) are offered at no charge. A client should refer to their software or services agreement for specific details for a given product. Additional support services beyond any included hours are provided at Latitude Geographics' standard rates.
- Latitude Geographics welcomes suggestions for enhancements in Latitude Geographics software. Although there is no guarantee any suggestion will be included in a future release, suggestions will be considered for the next release.
- The above terms and conditions will apply to any technical support services provided by Latitude Geographics, provided that the client is current in their maintenance payments.

## Maintenance Policy

This section **does not** describe Maintenance associated with 1) Geocortex IMF licensed prior to November 2007; or 2) most Geocortex software licensed prior to July 2007 because Maintenance is described within these products' respective Software License Agreements. This policy document does not supersede terms contained within any product's specific license agreement.

### What is Maintenance?

- Maintenance encompasses research & development service for product releases, enhancements or upgrades provided by Latitude Geographics or its authorized distributors to certain qualified clients either as Complimentary Maintenance or as Extended Maintenance as defined hereunder.
- Maintenance is not mandatory, however in order to receive updates, product releases, enhancements or access to product discussion forums, Maintenance must be kept up to date.
- In general, product maintenance does not include implementation-related technical support.

### There are two kinds of Maintenance namely:

- Complimentary Maintenance, which is maintenance that is provided for an agreed fixed period (usually 1 year but may vary with specific Latitude Geographics Group Ltd. software) at no charge to the client with the purchase of the user rights or license to Latitude Geographics software; and

- Extended Maintenance, which is maintenance subject to certain conditions contained herein that may be purchased from Latitude Geographics on the expiration or lapse of free Complimentary Maintenance by clients approved by Latitude Geographics.

**For avoidance of doubt the Extended Maintenance obligations of Latitude Geographics shall be conditional upon all of the following steps being completed:**

- Latitude Geographics or an authorized distributor submitting an invoice to the client containing the prescribed fee for Extended Maintenance (Extended Maintenance Invoice). The purpose of the Extended Maintenance Invoice is to provide the client with appropriate pricing information that the client may use to make an offer to purchase Extended Maintenance from Latitude Geographics; and
- The client making an offer to purchase Extended Maintenance by tendering the prescribed fee provided in the Extended Maintenance Invoice for acceptance by Latitude Geographics (“Extended Maintenance Offer”); and
- Latitude Geographics unconditionally accepting or approving the client’s Extended Maintenance Offer by accepting payment tendered by the Client.

**Who is entitled to receive an Extended Maintenance Invoice?**

- All clients approved by Latitude Geographics to receive an Extended Maintenance Invoice; and/or
- Any client that is not in breach of export control obligations described in the Latitude Geographics Software License Agreement and is not in material breach of any other provision of the Latitude Geographics Software License Agreement or any other existing related agreement.
- Clients that license technology on a subscription basis will not receive an Extended Maintenance invoice.

**What is the cost of Extended Maintenance?**

Unless otherwise specified as part of a software license agreement, the cost of Extended Maintenance across the Geocortex product line is **twenty percent (20%)** of a product’s current license cost, based on the standard pricing for your license configuration.

**Why does a client pay maintenance?**

- A client’s maintenance dollars go to research and development. Clients benefit from this as new technology is researched, developed and tested. In many cases this new technology is delivered as product upgrades or enhancements at no additional cost to clients who are current in maintenance. Most new technology being developed is in direct response to our client’s business needs and wishes.
- When a client pays maintenance they are entitled to receive updates and access to product discussion forums. Product maintenance does not include implementation-related technical support, except for services to the maximum total that may be offered as part of a specific maintenance package.

**Maintenance Periods:**

- As mentioned above clients receive a period of Complimentary Maintenance, typically one (1) year in duration with the purchase of most software.
- If clients evaluate our software, the evaluation period is included in the Complimentary Maintenance period. In other words, the Complimentary Maintenance period commences at the same time as the commencement of the evaluation period.
- If a client lapses in maintenance and later wishes to re-instate or re-purchase maintenance, the client shall offer maintenance fees to Latitude Geographics that includes current and all lapsed back maintenance costs for acceptance by Latitude Geographics.

**Establishing Annual Extended Maintenance Periods:**

- When the first license is purchased, a standard anniversary period is established.
- Clients receive their maintenance renewal notice prior to the end of their anniversary period. The maintenance renewal notice is provided to the client for informational purposes only and shall not be construed as an offer to sell maintenance to the client.
- Any new licenses purchased will be made co-terminus with the client’s anniversary period and will be invoiced, along with licenses whose maintenance cycle is already established, at the next invoicing cycle.

**Subscribers to Maintenance Receive:**

- Software update releases (accessible via download provided by Latitude Geographics)
- Access to Latitude Geographics custom code-base (certain features & enhancements not incorporated in the product core)
- Access to relevant online content and product discussion forums
- Priority access to Latitude Geographics' technical support contract services (billed hourly).

**Update Policy:**

- To avoid unnecessary waste Latitude Geographics will provide updates in a digital form, unless otherwise requested in writing.

**Termination of Maintenance:**

Maintenance is not obligatory, and a customer may opt to cancel maintenance at any time without penalty. We do not provide pro-rata refunds on cancelled maintenance fees.

The separate matter of termination of a software license is outlined in the product's software license agreement.

**Disclaimer:**

- Latitude Geographics makes no warranties or representations, express or implied, with respect to Maintenance, technical support, Latitude Geographics software or related materials, including but not limited to warranties of merchantability or fitness for a particular purpose or any other warranty applied at law or equity. Under no circumstances will Latitude Geographics be liable for any direct, indirect, consequential, special, punitive or incidental damages, or lost profits, whether foreseeable or unforeseeable, based on claims of client or any third party (including but not limited to, claims for loss of data, goodwill, use of money or use of software, interruption in use or availability of data, stoppage or other work or impairment or other assets), arising out of breach or failure or express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise.
- In no event will Latitude Geographics' 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, exceed the amounts paid to Latitude Geographics by the client (inclusive of Maintenance Fees) for the licensed software product(s).