

CONTRACT
SOFTWARE MAINTENANCE

by and between

CUYAHOGA COUNTY, OHIO

and

LATITUDE GEOGRAPHICS GROUP LTD

THIS AGREEMENT (the "Contract") is made and entered into this ____ day of ____, 2012, by and between Cuyahoga County, Ohio ("the County") on behalf of the Cuyahoga County Department of Information Technology and **Latitude Geographics Group, LTD**, ("Latitude"), a Canada corporation with its principal place of business at 200-1117 Warf Street, Victoria, BC Canada V8W1T7.

WHEREAS, the County has a present need for purchase, support and software maintenance of four (4) cores GXESS4P - Geocortex Essentials License as offered in the quote attached hereto and incorporated by reference herein as Schedule A; and

WHEREAS, Latitude is the sole developer of Latitude's Geocortex Software and the sole source of license and support; and

WHEREAS, the County desires to avail itself of the purchase and support services of the Geocortex License and Latitude is willing to provide such license and support to the County all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Latitude and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

1.1 **Scope of Agreement.** During the term of this Contract, Latitude shall provide to the County under this agreement the following purchase, eight hour support and maintenance of Geocortex Software as detailed in Latitude's Product Order /Quote (LP01 11/2010), attached hereto and incorporated by reference herein as Schedule A insofar as the terms of Schedule A concur with this agreement. In the event that a discrepancy exists between the terms of Schedule A and this agreement, the terms of this agreement will be controlling and binding.

1.2 **Term.** The term of this Contract shall commence as of March 1, 2013 and unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for one year from the date of commencement. (3/1/13 – 2/28/14) this contract shall be in an amount not to exceed Nineteen Thousand Four Hundred Twenty Dollars (UDS) and Zero Cents (\$19,420.00).

ARTICLE II - ADDITIONAL MAINTENANCE SERVICES

2.1 At the request of the County, and with the consent of Latitude, Latitude may also provide technical, operational or other assistance on a consulting basis to the County in excess of the twenty hours delineated in Schedule A but such services would require an amendment to this Agreement between the County and Latitude.

ARTICLE III - PAYMENT AND INVOICING

3.1 Payment. During the term of this contract, the County shall pay the costs associated with the maintenance, enhancement, and customer support agreement upon receipt of said invoice from Latitude and the approval of the County Executive.

3.2 Invoicing. Latitude shall invoice the County yearly for the maintenance and support upon execution of this agreement. Latitude shall submit original invoice(s) to the following address:

Cuyahoga County Information Services Center
Business Department
1255 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

ARTICLE IV - INDEMNITIES AND LIABILITIES

4.1 Subcontracting. This Contract was awarded to Latitude based upon Latitude's unique qualifications and skills, and no task required to be performed under this contract by Latitude shall be subcontracted to third parties without the express written consent of Cuyahoga County.

4.2 Indemnification. Latitude shall agree to release, indemnify and to hold harmless Cuyahoga County, and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for Latitude gross negligence or willful misconduct under this contract.

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

5.1 Dispute Resolution

a) In the event of any dispute or disagreement between Latitude and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Latitude or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the

applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.

(b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.

5.2 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days or such longer period of time as may be specified in writing by the terminating party, taking into consideration the gravity and nature of the default. Such termination shall be referred to as "Termination for Default". Upon determination by either party hereto that the other has failed to satisfactorily perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time period that has been established to cure such failure, which time period shall be not less than ten (10) days. If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. Latitude, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

5.3 Termination for Financial Instability. In the event that Latitude becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Latitude of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 5.2, the "Termination for Default" clause, by giving written notice thereof.

5.4 Termination for Convenience. The County may terminate this Contract at any order under this Contract for its convenience and without cause. Any notice of termination will be effective 30 days after the Contractor receives it. If the termination is for the convenience of the County, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before termination.

ARTICLE VI - ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

6.1 By entering into this Contract, Latitude, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the

electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

6.2 Latitude further agrees to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to Electronic Transactions and to comply with the electronic signature policy of Cuyahoga County.

ARTICLE VII -- MISCELLANEOUS

7.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Information Services Center
ATTN: Jeff Mowry, CIO
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

In the case of Latitude:

Steve Maddison
Latitude Geographics Ltd
200-1117 Warf Street
Victoria, BC Canada V8W 1T7

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

7.2 Severability. If, and only to the extent that, any provision of this Contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this Contract is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

7.3 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

7.4 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

7.5 Record Audit Retention. Latitude agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should LATITUDE be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

7.6 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

7.7 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.

7.8 Social Security Act. Latitude shall be and remain an independent Latitude with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Latitude for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said Latitude also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes of liability.

7.9 Assignment. Latitude shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County Executive.

7.10 Contract Processing. Latitude shall submit one (1) original contractual agreement with original signatures to the following:

Cuyahoga County Information Services Center
ATTN: Business Department
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

7.11 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this contract must be executed by the County Executive before compensation for the services or products set forth in this contract can be provided. In the event that services are provided by Latitude prior to the execution of this agreement by the County Executive, the same

will be provided at Latitude's risk, and payment therefore cannot, and will not, be made unless and until this agreement is approved by Cuyahoga County. Upon approval by the County Executive of this contract, however, any and all prior performance under this contract shall be deemed ratified and said performance shall be deemed to be included in this contract. Payment(s) for said prior performance shall not increase the amount of the contract limit.

7.12 Entire Agreement and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

THIS AGREEMENT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Prosecutor's Office as to legal form and correctness.

IN WITNESS WHEREOF, THE County and Latitude have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

LATITUDE GEOGRAPHICS GROUP LTD.

CUYAHOGA COUNTY, OHIO

BY: _____

Steven Mitchell Jones
President & CEO

Edward FitzGerald, County Executive

BY: 2013-03-01 16:54:09

Edward FitzGerald, County Executive

Schedule A



PRODUCT ORDER (LPO1 11/2010)

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			
Customer Name (Licensed Enterprise):	Cuyahoga County	Order Approved By Customer:	INITIAL HERE
Customer Shipping Address:	1255 Euclid Avenue 4 th Floor Cleveland, OH 44115	Approval Date:	DATE HERE
Contact Name:	John Kable	Phone:	(216) 443-8043
E-mail Address:	jkable@cuyahogacounty.us	Fax:	
Customer Billing Address (if not same as above) :	Same as above		
Installation Location:	Offices at: 1255 Euclid Avenue, Cleveland, OH 44115		
License Effective Date:		Purchase Order #:	1209529

Vendor			
Vendor	Latitude Geographics Group Ltd.		
Address:	200 – 1117 Wharf Street Victoria, BC Canada V8W 1T7		
Contact Name:	Steve Maddison	Phone:	(250) 381-8130
E-mail Address:	smaddison@latitudegeo.com	Fax:	(250) 381-8132

Software	
Product Description	License Cost
GXESS4P - Geocortex Essentials (Standard Edition) Includes compiled application files, configuration files, documentation, with: <ul style="list-style-type: none"> ▪ Production License for up to four (4) server cores ▪ Two (2) Geocortex Essentials Developer Seats ▪ One (1) year Complimentary Maintenance¹ 	\$18,500 USD
Total License Cost:	\$18,500 USD

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	



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 (250-381-8130), by toll free number (1-888-389-2621), or by email (support@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).



Latitude Geographics®

Latitude Use Only:

Cust. Name _____
Cust. # C-201203385
P.O. # _____

Latitude Geographics Group Ltd., 200 – 1117 Wharf Street, Victoria, BC Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

MASTER LICENSE AGREEMENT

Latitude Contract Number: 2012-08-187

This Master License Agreement ("Agreement") is between the licensee printed below ("Licensee") and Latitude Geographics Group Ltd. ("LATITUDE"), the licensor of the Software, Data, Web Services and/or Documentation licensed under this Agreement. The Agreement includes (i) this signature page, (ii) the General License Terms and Conditions, and (iii) the Exhibit 1 listed below. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions hereof as applicable to each party.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee's purchase order. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

The parties hereto have caused this Agreement to be executed and effective as of the last date written below.

Cuyahoga County
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LATITUDE GEOGRAPHICS GROUP LTD.
(LATITUDE)

By: _____
Authorized Signature

Printed Name: Steven Myhill-Jones

Title: President & CEO

Date: _____

Licensee Contact Information

Contact: John Kable

Address: 1225 Euclid Avenue

4th Floor

Cleveland, OH 44115

Country: USA

Telephone: (216) 443-8043

Fax: _____

E-mail: jkable@cuyahogacounty.us

Latitude Geographics General License Terms and Conditions (L200)
Exhibit 1: Scope of Use (L300)



ARTICLE 1—DEFINITIONS

Definitions—The terms used are defined as follows:

- a. "Beta" means any alpha, beta, or prerelease Software, Data, Documentation, or Web Services.
- b. "Data", except as otherwise provided herein, means any Latitude Geographics Group Ltd. ("LATITUDE") or third-party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, reports, or associated tabular attributes.
- c. "Documentation" means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- d. "Software" means the actual copy of all or any portion of LATITUDE's proprietary and sublicensed software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder.
- e. "Web Services" means software services or third party data components that perform GIS functions, tasks, or data services and are accessed over the Internet.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

LATITUDE is the owner of and/or has the right to use all intellectual property rights in the Software, Data, Web Services, and Documentation, including, without limitation, written materials, logos, names and other support materials provided pursuant to this License Agreement and prior to the execution of this License Agreement. Subject to the license expressly granted by LATITUDE herein, these Terms of Use do not transfer from LATITUDE to Licensee any interest in the Software, Data, Web Services, and Documentation, all right, title and interest in which remains solely with LATITUDE or its licensors. All provisions under this License Agreement by LATITUDE to Licensee, including, without limitation, the Software, Data, Web Services, and Documentation, are licensed and not sold. LATITUDE does not and has not transferred any ownership interests in any form or manner to the Licensee. LATITUDE and its licensors own the Software, Data, Web Services, and Documentation, which are protected by Canadian law and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of receipt, Licensee agrees to use reasonable means to protect the Software, Data, Web Services, and Documentation from unauthorized use, reproduction, distribution, or publication. LATITUDE and its Licensors reserve all rights not specifically granted in this License Agreement. LATITUDE or its third-party data licensor(s) reserve the right to improve and/or make changes in its offerings of the Web Services and its associated software, datasets, or information at any time.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License—Subject to the terms and conditions set forth in this License Agreement, LATITUDE grants to Licensee a personal, non-exclusive, nontransferable license to

- a. ~~Use the type and number of copies of the Software, Data, and Documentation and access Web Services specified in the purchase or product order (i) for which the appropriate license fees have been paid to LATITUDE or its authorized distributor, (ii) for the limited purposes of the Licensee's own internal business operations only, and (iii) in accordance with any Exhibit(s), and the licensed configuration on file as authorized by LATITUDE or its authorized distributor.~~
- b. Access and use specific secure LATITUDE Web site resources made available to the Licensee for Licensee's internal use only, provided that Licensee also follows any additional terms of use specified therein. All passwords, user identifications, or other access keys that are provided by LATITUDE to Licensee to enable Licensee to access controlled information and any controlled access information provided by LATITUDE or its authorized distributor shall be treated as LATITUDE confidential information. For greater certainty, Licensee shall not allow anyone to use or have access to the Software, Data, Documentation and Web Services, passwords, user identifications, or other access keys that are provided by LATITUDE or its authorized distributor to Licensee.

Such grant includes the right to use, but not to modify or copy in any manner whatsoever, the Software, Data, Documentation and Web Services, in whole or any portion thereof. Except as provided herein, this grant does not include the use of and access to the Software, Data, Documentation and Web Services, by any third party. Licensee shall take all reasonable precautions to prevent third parties from using the Software, Data, Web Services, and Documentation in any way that would constitute a breach of this License Agreement, including, without limitation, such precautions as Licensee would otherwise take to protect its own proprietary software or hardware or information.

3.2 Beta License—Licensee may be accepted into a current Beta Testing Program. Licensee may be provided copies of, or access to, Beta for the limited purpose of testing Beta in accordance with the Beta testing policies then in effect. Delivered Beta is confidential and proprietary to LATITUDE and contains trade secrets, inclusive of unpublished specifications. Licensee agrees to retain all Beta in confidence. Except for a "public" Beta Testing Program, Licensee shall maintain results of testing, performance statistics, errors, or any other quality issues encountered in confidence and agrees not to disclose same to any third party. Beta is subject to change prior to its commercial release and may never be commercially released. Licensee acknowledges that such Beta is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated. Licensee may from time to time provide suggestions or comments regarding performance, usability or effectiveness, bug reports, test reports or other feedback (collectively, "Feedback") to LATITUDE with respect to Beta. LATITUDE retains title to such comments and may freely use, disclose, reproduce, license, distribute, and otherwise commercialize any Feedback. A Beta Testing Program may have additional requirements.

3.3 Evaluation License—LATITUDE may from time to time offer a limited term license(s) for Software, Data, Web Services, and Documentation for use by the Licensee for the limited purpose of evaluation. After the limited term expires, the Licensee has no rights whatsoever to use the Software, Data, Web Services, and Documentation unless the Licensee makes separate arrangements in writing with LATITUDE.

3.4 Educational Use License—If Licensee has been qualified by LATITUDE or its authorized distributor to receive education pricing, Licensee agrees to use the Software, Data, Web Services, and Documentation solely for educational, research, and academic purposes that are noncommercial in nature. Licensee shall not use the Software, Data, Web Services, and Documentation for any administrative or profit-generating activities.

3.5 Consultant Access—Licensee may provide access to the Software, Data, Web Services, and Documentation to any consultant or contractor of the Licensee, provided that the consultant or contractor is using the Software, Data, Web Services, and Documentation exclusively for the benefit of the Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this License Agreement. Licensee shall require consultant or contractor to discontinue use of, and access to, Software, Data, Web Services, and Documentation upon completion of work for Licensee.

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Cost Proposal – Four (4) cores

Software	Unit	Rate	Total
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LTS102 – Geocortex Product Support	8	\$115/hr.	\$920
GXESSMT – Geocortex Essentials Maintenance (year 1) *Maintenance in year 2 would be \$3,900 for each GXESS4P license.	1	\$0	\$0*

Total	\$19,420
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Cost Proposal – Eight (8) cores

Software	Unit	Rate	Total
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LTS102 – Geocortex Product Support	8	\$115/hr.	\$920
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Total	\$28,670
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