



K-12 SCHOOL DISTRICT LICENSE AGREEMENT

This K-12 School District License Agreement (Agreement) is between the Licensee printed below (Licensee) and Environmental Systems Research Institute, Inc. (ESRI). The Agreement includes (i) this K-12 School District License Agreement, (ii) the ESRI License Terms and Conditions version listed below, and (iii) the Exhibit 1 version listed below. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions.

Licensee may only use the type of Software, Data, and Documentation for which the appropriate license fees have been paid to ESRI and in accordance with Exhibit 1 and the licensed configuration on file with ESRI Customer Service.

I. The following terms and conditions of the attached E200 are modified in pertinent part as described below:

ARTICLE 1—DEFINITIONS is superseded in its entirety to read:

Definitions—As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

- (a) "Annual Fee" shall mean the yearly nonrefundable fee paid by Licensee for ongoing use of the Software, Data, Documentation, and technical support.
- (b) "Authorized User" shall mean any Licensee or K-12 student, faculty or staff member.
- (c) "Commercial Use" is defined as use of the Software, Documentation, or Data for any use relating to "for profit" producing purposes.
- (d) "Data" means any digital data set(s) of ESRI or third party data vendor(s), including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes, in ESRI geographic information system (GIS) Software compatible format(s) supplied under this Agreement.
- (e) "Documentation" means all of the printed and digital materials, including, but not limited to, user documentation, training documentation, or technical information and briefings, supplied under this Agreement.
- (f) "Initial Fee" shall mean the nonrefundable fee paid by Licensee in consideration of the rights granted herein. This fee includes technical support for both existing supported Software currently in possession of Licensee and all additional Software, Data, and Documentation delivered under this Agreement.
- (g) "K-12" shall designate the elementary and secondary grade school levels between and including kindergarten and twelfth grade as commonly used in the United States.
- (h) "GIS Specialist" is defined as a technically oriented Licensee faculty/staff member or his/her designee familiar with GIS technology.
- (i) "License Manager" means the nondestructive license management Software Program, composed of a confidential Software keycode or hardware key, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.
- (j) "Programs" is defined as any and all copies of the Software, Data, or Documentation licensed hereunder.
- (k) "Software" means the actual copy of all or any portion of ESRI's proprietary GIS software technology, computer software code, components, dynamic link libraries (DLLs), and Programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.

Article 3.1 is superseded in its entirety to read:

3.1 Grant of License—ESRI grants Authorized Users a personal, nonexclusive, nontransferable license to copy and use the Programs on Licensee-owned computers for research, instruction, and noncommercial administrative purposes. Notwithstanding, faculty and teaching staff of Licensee may, coterminous with this Agreement and with each staff member's tenure at Licensee's site, have concurrent use of a single copy of the Software, Data, and Documentation, both at the Licensee's site and at the staff member's primary residence, for the specific purpose of learning about, becoming proficient with, and developing curricula or research expertise for the Software, Data, and Documentation.

- (a) Use of the Software, Data, and Documentation as a single package for Licensee's own internal use only is authorized only in the United States;
- (b) Use of the licensed Programs for Commercial Use, profit, or private gain is an express violation of the terms expressed herein entitling ESRI to all remedies available in equity or law, as well as payment in full for standard Program license fees; and
- (c) Access and use of any secure ESRI Web site resources made available to Licensee for Licensee's internal use only is permitted, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

ARTICLE 4—SCOPE OF USE is modified to add the following additional terms:

4.1.1 Licensee agrees to use its best efforts to protect all Programs from loss and theft. Licensee agrees to report all losses in writing to ESRI within five (5) working days after discovering that any components are missing. Licensee agrees to replace all lost or stolen items at the then-current rates. Recurring loss or theft of Programs shall constitute a breach of this Agreement, and ESRI may, at its discretion, terminate this Agreement and exclude Licensee from further participation in the K-12 School District License program.

4.1.2 This Agreement supersedes any current ESRI Software License Agreements signed between these parties for the Programs available under this Agreement. All such currently existing Programs are hereby incorporated into this Agreement, and the technical support fee is included in the Initial and Annual License Fees.

ARTICLE 5—MAINTENANCE is superseded in its entirety with the following:

5.1 Support Services—Software support services are included and will be provided in accordance with the ESRI technical support program, provided Licensee remains current on its payment of the Annual Fee. Licensee's GIS Specialist(s) will be the only individual(s) authorized to contact ESRI for technical support. This/These representative(s) will serve as the primary contact(s) with ESRI for Software updates under this Agreement.

5.2 Upgrades and Support—During the general commercial release of the Software, ESRI will deliver to Licensee one (1) upgrade package for each of the Programs included in the Agreement, provided the Annual Fee has been paid and the Agreement is current.

ARTICLE 6—TERM AND TERMINATION is superseded in its entirety to read:

6.1 Term—The term of this Agreement is one (1) year. Thereafter, the Agreement will automatically renew upon payment of the Annual Fee unless this Agreement is terminated earlier pursuant to the terms set forth in Article 6.2 below.

6.2 Termination—This Agreement and any license granted hereunder may be terminated by ESRI if Licensee fails to comply with any of the terms and conditions herein or Licensee fails to make any payment(s) due as described herein. The license granted with regard to each licensed Program shall remain in force until Licensee discontinues the use of that licensed Program.

In the event of termination the parties agree to negotiate the terms and conditions for ongoing use of the Programs licensed under this Agreement.

II. The following additional terms shall apply to the Agreement:

ARTICLE 11—PURCHASE ORDER TRANSACTIONS

11.1 Initial Deliverables

11.1.1 Upon full execution of this Agreement and receipt of the purchase order for the Initial Fee, the initial deliverables defined in Appendix A shall be delivered to Licensee. Licensee may reduce the list of initial deliverables. However, there shall be no credit or refund given.

11.1.2 Licensee shall implement the UNIX-based software and the ArcGIS concurrent use Software licenses via Software keycodes, which Licensee will generate by using ESRI's Web-based keycode generation system. ESRI will supply Licensee

with an account number and password to access the system. Provided Licensee remains current on its payment of the Annual Fee, Licensee may issue keycodes for up to a twelve (12)-month period to implement use of the annual Software licenses.

11.1.3 Notwithstanding the existing ESRI Programs in Licensee's inventory, Licensee shall issue a purchase order for the Initial Fee, Annual Fee, and all additional Programs ordered hereunder. ESRI will invoice against each purchase order upon shipment or issuance of the keycode(s) as appropriate. Licensee agrees to pay all ESRI invoices promptly.

11.2 Future Purchase Order Transactions—Following receipt of initial deliverables, when additional hardware keys, Software media packages, or other Programs are required, Licensee may add these to the Agreement by paying any applicable fees. Additional copies of hard-copy Documentation may also be acquired.

11.3 Additional Installation Service—As requested by Licensee, ESRI agrees to provide professional services for installing, moving, reinstalling, and/or training in use of said Software within new or relocated sites for costs not to exceed standard ESRI labor rates, travel, and per diem.

11.4 Changes by Supplement—Appendix A may be modified, and new Programs, services, or reduced prices may be added by supplements to the attachments by formal notice provided by ESRI. Licensee acknowledgment is not required to activate the supplement.

ARTICLE 12—LICENSEE'S RESPONSIBILITY

In consideration of the grant of the discount on standard license and technical support fees, Licensee agrees to do the following:

- (a) Provide a single point of primary contact between Licensee and ESRI. This individual will coordinate internal orders from Authorized Users, distribute the Programs within the Licensee and K-12 Schools, and issue Software keycodes as required.
- (b) Appoint three (3) technically responsive GIS Specialists whose qualifications are acceptable to ESRI for support of all on-campus GIS Software.
- (c) Appoint a Virtual Campus subscription administrator. This individual will be responsible for receiving the master subscription code from ESRI and using it to generate individual course access codes for faculty, staff, and student course attendees.
- (d) Where appropriate, encourage the use of GIS within Licensee's site.
- (e) Make best efforts to maintain a high level of expertise in the use of the Software among students and staff by offering courses, encouraging attendance at the annual ESRI User Conference, and making use of educational Virtual Campus courses offered by ESRI, as appropriate.

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. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

PALM BEACH COUNTY SCHOOL DISTRICT
(Licensee)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Licensee Contact Information

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Telephone: _____

Fax: _____

E-mail: _____

ESRI Contract Number: 2006MSL0521

Appendix A—Software and Fees

Appendix B—Registered Client Information Profile

General License Terms and Conditions Version E200M

ESRI Exhibit 1 Version E300

APPENDIX A Software and Fees

The K-12 School District License Agreement provides the right to copy and use the following Programs:

1. ArcInfo, including Desktop and Workstation applications
2. ArcEditor (single and concurrent use)
3. ArcView, including
 - ArcView 3.x Windows
 - ArcView 9.x Single Use
 - ArcView 9.x Concurrent Use
 - ArcView 3.0a for Macintosh
4. ArcGIS extensions, including
 - ArcGIS Spatial Analyst
 - ArcGIS 3D Analyst
 - ArcGIS Geostatistical Analyst
 - ArcGIS Publisher
 - ArcScan for Arc GIS
 - Military Analyst
 - ArcGIS Maplex
 - ArcGIS Network Analyst
5. ArcView 3.x extensions, including
 - ArcView Spatial Analyst
 - ArcView Network Analyst
 - ArcView 3D Analyst
 - ArcView StreetMap
 - ArcPress for ArcView
6. ArcSDE
7. ArcIMS
8. ArcPad Application Builder including ArcPad
9. MapObjects—Windows Edition, MapObjects—Java Edition
10. BusinessMAP 4
11. ArcLogistics Route, including Data
12. NetEngine Windows and UNIX
13. ESRI Map Book
14. ArcGIS Engine Developer Kit
15. ArcGIS Server License with Spatial Analyst, 3D Analyst, and Network Analyst extensions
16. PLTS for ArcGIS—Mapping Agency Solution (Concurrent Use only)

Only the Software, Data, and Documentation listed above will be available under this License Agreement.

The following are also included as part of the K-12 School District License Agreement:

- Five (5) complimentary ESRI User Conference passes.
- Ten (10) hardware keys for License Manager purposes.
- An unlimited Virtual Campus training subscription (every year), on the condition that the renewal fees have been paid and the contract is current. An ESRI Virtual Campus training subscription gives access to all asynchronous, auto-attended Virtual Campus courses authored by ESRI. These are primarily technology courses that teach ESRI Software.

To participate in the Virtual Campus training subscription, the Virtual Campus subscription administrator will need to fill out the Virtual Campus Training Subscription Activation form located at <http://campus.esri.com/subscription/activation>.

Once this online form is received, the account will be verified. Upon verification, a "master code" will be sent to the Virtual Campus subscription administrator. That code will act as a password to Licensee's subscription page where the administrator can generate individual course access codes for Licensee's students. The Virtual Campus subscription administrator may appoint up to ten (10) faculty or staff to aid in issuing codes and agrees to notify ESRI in writing whenever such appointments are made. Note: This program is for educational institutions only.

- ESRI Map Book.

Fees

Annual Fee	\$25,000.00
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Notes

- ESRI installation services will be invoiced at ESRI's standard installation rates.
- TIFF/LZW for Server software is not included in the Agreement. These licenses can be purchased separately.

APPENDIX B
Registered Client Information Profile

Primary Contact

Name: _____

Telephone: _____
Fax No.: _____
E-mail: _____
Mailing Address: _____

(1) GIS Specialist: _____
Department: _____
Address: _____

Telephone: _____
Fax No.: _____

(2) GIS Specialist: _____
Department: _____
Address: _____

Telephone: _____
Fax No.: _____

(3) GIS Specialist: _____
Department: _____
Address: _____

Telephone: _____
Fax No.: _____

Virtual Campus Subscription Administrator

Name: _____
Department: _____
Telephone: _____
Fax No.: _____
E-mail: _____
Address: _____

Client's Contract Administrator

Name: _____
Telephone: _____
Fax No.: _____
Address: _____

Ship Software to: _____

Address: _____

Bill to: _____
Address: _____

(NOTE: ESRI ships via UPS or other courier. Please provide a proper shipping address other than a P.O. Box to ensure proper delivery.)



GENERAL LICENSE TERMS AND CONDITIONS (E200M 3/05)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

Definitions—As used herein, the following words, phrases, or terms in this License Agreement shall have the following meanings:

- (a) "Data" means any ESRI 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 in ESRI GIS software compatible format(s) supplied under this License Agreement.
- (b) "Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this License Agreement.
- (c) "License Manager" means the nondestructive license management software program or hardware key, or similar copy protection mechanism, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.
- (d) "Software" means the actual copy of all or any portion of ESRI's proprietary geographic information system (GIS) software technology, computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, sample code, or merged copies permitted hereunder or subsequently supplied under this License Agreement.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, and Documentation are owned by ESRI and its licensor(s) and are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. ESRI and its licensor(s) retain all rights, title, and ownership not granted herein to all copies of the Software, Data, and Documentation licensed under this License Agreement. From the date of receipt, Licensee agrees to use reasonable effort to protect the Software, Data, and Documentation from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this License Agreement are reserved to ESRI and its licensor(s).

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License—In consideration of the mutual promises and covenants provided herein and for other good and valuable consideration, and conditioned upon compliance with all of the terms and conditions set forth in this License Agreement including, but not limited to, Article 4, ESRI grants to Licensee a personal, nonexclusive, nontransferable license to

- (a) Use the Software, Data, and Documentation as a single package for Licensee's own internal use only; and
- (b) Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

3.2 Beta License—In the event ESRI accepts Licensee into a current Beta Testing program, Licensee may be provided copies of alpha, beta, and/or prerelease (hereinafter collectively referred to as "Beta") Software for the limited purpose of testing the Beta Software in accordance with the Beta testing policies then in effect. Beta Software and Documentation delivered are confidential and proprietary to ESRI and contain trade secrets, inclusive of unpublished specifications. In consideration of the rights granted herein, Licensee agrees to retain all Beta Software and Documentation provided to Licensee in confidence. Licensee shall maintain all results of testing in confidence and agrees not to disclose to any third party details pertaining to the Beta Software, Documentation, test results, or errors encountered. ESRI reserves the right to determine which Beta Software and Documentation, subsequent interim beta release(s), or patch(es) will be made available to Licensee to test during the term of the License Agreement. Beta Software is subject to change prior to its commercial release and may never be commercially released. Licensee is advised that such Software is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated.

3.3 Evaluation License—ESRI may from time to time extend a limited term evaluation license(s) under the terms of this License Agreement, for the duration authorized in any supporting documentation supplied by ESRI.

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

3.5 Commercial Application Service Provider—Use of ESRI Software, Data, or Documentation in a commercial Application Service Provider (ASP) business model is subject to execution of a written ASP license agreement and the payment of the appropriate additional license fees. For purposes of this License Agreement, a commercial ASP means a Licensee who uses ESRI Software, Data, or Documentation for a site or service, operates the site or the service for a profit, and generates revenue by charging for access to the site or service (by selling data, pay-per-view, subscription fee, or similar means).

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- (a) Licensee may (i) install and store copies onto electronic storage device(s) and (ii) only use the Software, Data, and Documentation as described in Exhibit 1—Scope of Use and in accordance with the licensed configuration provided at the time of order, Software registration, or License Manager issuance.
- (b) Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes during the term of this License Agreement. Additionally, Licensee may make routine computer backups and implement a redundant Software installation for failover operations during the period the primary site is not operational. The redundant Software installation shall remain dormant except for system maintenance and updating of databases while the primary site is operational.
- (c) Licensee may customize the Software using any (i) macro or scripting language, (ii) open application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
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- (e) Licensee shall not make any attempt to circumvent the technological measure(s) (e.g., License Manager, etc.) that controls access to or use of the Software, Data, and Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
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- (g) Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, or Documentation.
- (h) After a reasonable transition period for updating to the most current version of the Software, Licensee shall cease using all prior version(s) of the Software that Licensee has elected to update to the most current version(s) of the Software. When the transition to the most current version(s) of the Software is complete, the quantity of Software licenses in use by Licensee at any given time shall not exceed the total quantity licensed by ESRI in accordance with the licensed configuration on file with ESRI Customer Service.
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ARTICLE 5—MAINTENANCE

Maintenance consists of Software, Data, or Documentation updates and access to technical support and other benefits specified in the most current applicable ESRI Support Services Policy.

ARTICLE 6—TERM AND TERMINATION

The license granted to Licensee by this License Agreement shall commence upon the acceptance of this License Agreement and shall continue until such time that (i) Licensee elects in writing to discontinue use of the Software, Data, or Documentation and terminates this License Agreement or (ii) either party terminates this License Agreement for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that it is impossible to cure. Upon termination of this License Agreement, Licensee shall uninstall, remove, and destroy all Software, Data, and Documentation, and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such deinstallation and destruction to ESRI.

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7.1 Limited Warranties—For a period of ninety (90) days from the later of the date of keycode issuance or date of delivery of the Software, Data, or Documentation to Licensee, ESRI represents and warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

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7.3 High Risk Activities

- (a) The Software, Data, and Documentation are not fault-tolerant and are not designed, manufactured, or intended for use or resale for insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation, or communication systems, air traffic control, emergency response, terrorism prevention or response, life support, or

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7.5 Exclusive Remedy—Licensee's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth in this Article 7 shall be limited, at ESRI's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy; or (iii) return of the license fees paid by Licensee for the Software, Data, or Documentation that does not meet ESRI's Limited Warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers evidence of such deinstallation and destruction to ESRI.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Types of Liability—IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF THE SOFTWARE, DATA, OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2 General Limitation of Liability—EXCEPT AS PROVIDED IN ARTICLE 9—INFRINGEMENT INDEMNITY, IN NO EVENT WILL ESRI'S 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 ESRI BY LICENSEE FOR SOFTWARE, DATA, OR DOCUMENTATION PURSUANT TO THIS LICENSE AGREEMENT.

8.3 Applicability of Disclaimers and Limitations—Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted the Software, Data, or Documentation or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this License Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 9—INFRINGEMENT INDEMNITY

9.1 ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software, Data, or Documentation infringes a U.S. patent, copyright, or trademark provided

- (a) Licensee promptly notifies ESRI in writing of the claim thereof;
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EXHIBIT 1 SCOPE OF USE (E300 9/05B)

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The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

Desktop Software

- ArcGIS Desktop
 - ArcReader (1 and 18)
 - ArcView (1, 2, 6, and 14)
 - ArcEditor (1, 2, 6, and 14)
 - ArcInfo (2, 6, and 14)
 - ArcInfo Workstation Extensions (2 and 6)
 - ArcGIS Desktop Extensions (1, 2, and 6)
- Production Line Tool Set for ArcGIS (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1 and 2)
- ArcView GIS 3.x
 - ArcView and Extensions (1)
- ArcPad (1, 9, and 10)
- ArcPad StreetMap (1, 9, and 19)
- ArcLogistics Route (1 and 8)
- BusinessMAP (1)
- Maplex (1)
- MOLE (1)
- ArcExplorer (1 and 18)
- Data Sets (1)

Server Software

- ArcGIS Server
 - ArcGIS Server Base License (3, 5, 7, and 22)
 - Extensions (3, 6, 7, and 22)
- ArcSDE
 - ArcSDE Application and Connection Server (3, 5, 7, 17, and 22)
 - ArcSDE for Coverages (3, 5, 7, 17, and 22)
 - ArcSDE Client Access (2, 17, and 22)
 - ArcSDE CAD Client (2, 17, and 22)
- ArcIMS
 - ArcIMS and Extensions (3, 5, 6, 7, 12, and 22)
 - ArcIMS ArcMap Server (3, 5, 7, 12, and 22)
 - RouteMap IMS (3, 5, 7, 12, and 22)

- Tracking Server (7 and 22)
- ESRI Image Server
 - ESRI Image Server Base License (3, 5, 7, and 22)
 - Extensions (3, 6, 7, and 22)

Developer Software

- ArcGIS Schematics SDK (1, 4, 12, and 15)
- ArcGIS Engine
 - ArcGIS Engine Developer Kit (1, 12, and 21)
 - ArcGIS Engine Runtime (1, 12, and 21)
 - Extensions (1, 6, 12, and 21)
- MOLE SDK (1, 4, and 12)
- ArcPad Application Builder (1)
- MapObjects—Windows Edition (1, 4, 11, 12, and 15)
- MapObjects—Java Edition (1, 3, 4, 5, 7, 12, 15, 16, and 22)
- MapObjects LT (1, 4, 11, and 12)
- NetEngine (1, 5, and 12)
- NetEngine Internet (3, 5, and 13)
- Geocoding Development Kit (1)

ESRI Software, Data, and Documentation

- ArcGIS Business Analyst (1, 2, and 20)
- ArcView Business Analyst (1 and 20)
- Demographic Data (1 and 20)
 - CommunityInfo
 - Retail Marketplace
 - Consumer Expenditure
- Community Tapestry Data (1 and 20)
- Third Party Data (1 and 20)
- Community Coder (1 and 20)
- Sourcebook America (included with ArcReader) (1, 18, and 20)
- Portfolio
 - Allocate (1 and 20)
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