SOFTWARE MAINTENANCE AGREEMENT

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

Software Maintenance Agreement No. 2015M168

This Software Maintenance Agreement ("Agreement") is between the licensee printed below (**"Licensee"**) and **Environmental Systems Research Institute, Inc. ("Esri")**.

DEFINITIONS
"Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an Esri-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

ARTICLE 1—TERM AND FEE
The initial term of this Agreement will begin on receipt of order (renewal date) and will continue for twelve (12) consecutive months at the fee(s) noted in the Esri Quotation No. 25661460, dated 11/17/2014, attached and incorporated herein. Thereafter, Licensee may continue the service for annual maintenance and update at the then current fee. Should Licensee decide to extend this Agreement, Licensee must issue a purchase order in advance of the renewal date at the quoted price. Payment is due annually in advance. If Licensee wishes to reinstate lapsed maintenance, Licensee agrees to pay a reinstatement fee as well as the maintenance fee. Licensee agrees to pay Esri invoices within thirty (30) days of receipt. To reinstate lapsed maintenance, maintenance fees from the date maintenance lapsed, in addition to the current fees, must be paid. Maintenance fees are nonrefundable.

ARTICLE 2—SOFTWARE MAINTENANCE AND UPDATE SERVICE
As discussed further on the Esri website named below, Esri provides technical support in response to specific inquiries as well as software maintenance by way of patches, updates, and upgrades as applicable. Maintenance is composed of technical support, updates, and other benefits. Esri will support/maintain the Software for a period of twelve (12) months. Software maintenance will apply only to unmodified Software and commercially released updated versions of the Software. Software updates are provided only for standard hardware platforms and operating systems supported by Esri as described in the Software documentation. Licensee is responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri maintenance will be provided in compliance with the Esri US Software Standard Maintenance Program on the Esri website at http://www.esri.com/legal/~/media/Files/Pdfs/legal/pdfs/us-sw-maintenance.pdf. Esri supports users with the installation and maintenance of Esri Software, assistance in solving problems arising from the use of the Software, hardware interfacing of peripheral devices, and logging of enhancement requests and problems or issues submitted by the user. Esri's Support website is found at http://support.esri.com/en/support.

Licensee may contact Technical Support at
E-mail: support@esri.com
Website Address: http://support.esri.com/
Phone: +1-909-793-3774
Toll-Free Phone: +1-888-377-4575, extension 2
Support Web Form: http://support.esri.com/en/webform
Chat: http://support.esri.com/en/webform-chat

Hours: 5:00 a.m. to 5:00 p.m. Pacific time (Monday through Friday, except Esri holidays)

Resultant order documents for maintenance must include the statement, "This order is subject to the terms and conditions of Software Maintenance Agreement G060M 2015M168. All other terms and conditions are void."

ARTICLE 3—TERMINATION
This Agreement may be terminated by either party giving the other party thirty (30) days' notice of intent to terminate prior to the end of the term identified in Article 1.

ARTICLE 4—LIMITATION OF LIABILITY AND REMEDIES
Esri will use commercially reasonable efforts to provide corrections or workaround solutions for any problem or issue reported and determined to be in the Software or the documentation at no cost to Licensee for the term of this Agreement. While it is Esri's goal to provide an acceptable resolution for incoming problems/issues and incidents, Esri cannot predict a resolution time and is unable to guarantee that all problems or issues can be resolved or addressed.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

If Esri fails to fulfill its obligations under this Agreement, Licensee's sole and exclusive remedy is the right to terminate this Agreement immediately for the affected Software.

IN NO EVENT SHALL ESRI 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 AGREEMENT OR USE OF THE SOFTWARE OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 5—LICENSE

Maintenance and support are provided subject to the terms and conditions of the City of Durham, NC Master License Agreement No. 2002MLA3442.

Licensee may not assign the rights granted hereunder, or any of them, without the prior written consent of Esri.

ARTICLE 6—APPLICABLE LAWS

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court, unless the federal court has subject matter jurisdiction. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(f) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(g) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(h) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in

this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

ARTICLE 7—NOTICE

(a) All legal notices required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:
Technology Solutions Department CIO or
Customer Service Manager
City of Durham
101 City Hall Plaza
Durham, NC 27701-3329
TEL: 919-560-4122
FAX: 919-560-4808

To the Contractor:
Manager, Contracts & Legal Services
380 New York Street
Redlands, CA 92373
TEL: 909-793-2853
FAX: 909-307-3020
Email: Contracts_email@esri.com

Communications regarding Esri Quotations
Robin Gosney
380 New York Street
Redlands, CA
rgosney@esri.com
TEL: 888-377-4575 ext. 2166
FAX: 909-307-3083

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

The parties have agreed to these terms and have executed this Agreement on the date last signed below.

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

THE CITY OF DURHAM, NORTH CAROLINA
(Licensee)

By: _____
Authorized Signature Date

Printed Name: _____

Title: _____

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Esri)

By: _____ 1/13/15
Authorized Signature Date

Printed Name: Chris Johnson

Title: Manager, Commercial & Government Contracts

Licensee Contact Information

Contact: Marcus Bryant

Installation Address: 101 City Hall Plz

City, State, ZIP: Durham, NC 27701

Telephone: 919-560-4122

Fax: 919-560-3083

E-mail: marcus.bryant@durhamnc.gov

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 11/17/2014
To: Marcus Bryant
Organization: City of Durham
Technology Solutions Dept
Fax #: 919-560-4808 **Phone #:** 919-560-4122

From: Robin Gosney
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 2166
Email: rgosney@esri.com

Number of pages transmitted (including this cover sheet): 6

Quotation #25661460
Document Date: 11/17/2014

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www.esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752166
Fax #: 909-307-3083

Quotation

Date: 11/17/2014 **Quotation Number:** 25661460 **Contract Number:** 2010MPA1983

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Robin Gosney

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

City of Durham
Technology Solutions Dept
101 City Hall Plz
Durham NC 27701
Attn: Marcus Bryant

Customer Number: 502
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	3	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	3,000.00	9,000.00
1010	19	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	1,200.00	22,800.00
2010	2	86497 ArcGIS for Desktop Standard Concurrent Use Primary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	1,500.00	3,000.00
3010	2	86500 ArcGIS for Desktop Standard Concurrent Use Secondary Maintenance Start Date: 01/01/2016 End Date: 02/25/2016	183.61	367.21
4010	13	86500	1,200.00	15,600.00

The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Robin Gosney **Ext:** 2166 [GOSNEYR]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752166
Fax #: 909-307-3083

Quotation

Date: 11/17/2014 **Quotation Number:** 25661460 **Contract Number:** 2010MPA1983

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS for Desktop Standard Concurrent Use Secondary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016		
5010	3	87194 ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	700.00	2,100.00
6010	34	87195 ArcGIS for Desktop Basic Concurrent Use Secondary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	500.00	17,000.00
7010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	500.00	500.00
8010	1	87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 01/01/2016 End Date: 02/25/2016	30.60	30.60
9010	4	87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	200.00	800.00
10010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	500.00	500.00
11010	4	87199 ArcGIS 3D Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	200.00	800.00
12010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	500.00	500.00
13010	4	98697	200.00	800.00

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Quotation

Date: 11/17/2014 **Quotation Number:** 25661460 **Contract Number:** 2010MPA1983

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Publisher for Desktop Concurrent Use Secondary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016		
14010	1	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	400.00	400.00
15010	9	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	300.00	2,700.00
16010	10	97444 ArcGIS Engine without Extension Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	100.00	1,000.00
17010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	500.00	500.00
18010	4	100572 ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	200.00	800.00
19010	1	109215 ArcGIS for Server Enterprise Advanced Up to Four Cores Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	10,000.00	10,000.00
20010	3	114511 ArcPad Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	250.00	750.00
21010	2	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Start Date: 02/26/2015 End Date: 02/25/2016	3,000.00	6,000.00

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752166
Fax #: 909-307-3083

Quotation

Date: 11/17/2014 **Quotation Number:** 25661460 **Contract Number:** 2010MPA1983

Item	Qty	Material#		Unit Price	Extended Price
				Subtotal	95,947.81
				Estimated Taxes	7,196.09
				Total	**$ 103,143.90**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752166
Fax #: 909-307-3083

Quotation

Date: 11/17/2014 **Quotation No:** 25661460 **Customer No:** 502 **Contract No:** 2010MPA1983

Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of
$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

[GOSNEYR]