



Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373  
(909) 793-2853

ORIGINAL

C34-013

## ESRI SOFTWARE LICENSE AGREEMENT

COMMERCIAL and STATE GOVERNMENTS  
Contract No. 93S1740

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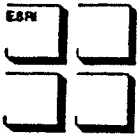
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**Severability:** If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**No Implied Waivers:** No failure or delay by ESRI in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by ESRI.

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**Order of Precedence:** Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

**Additional Software Licenses:** Additional ARC/INFO or extension software licenses may be ordered without signed amendments provided the following language is incorporated in the signed Purchase Order: "By accepting this order, both parties agree to amend the Master Software License Agreement Number 93S1740 between El Dorado County and Environmental Systems Research Institute, Inc. (ESRI), dated [insert Master Software License Agreement date], which is incorporated herein by reference, to include the above software licenses, which are hereby licensed under the same terms and conditions."

**Governing Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**Entire Agreement and Amendments:** This Agreement and the Attachments, which are incorporated by reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party. The attachments are as follows:

- Attachment A—Registered Client Information
- Attachment B—Licensed Configuration

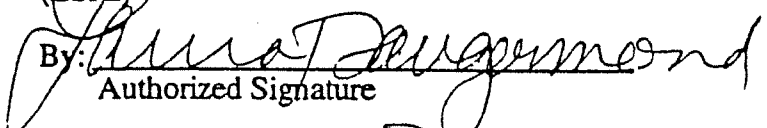
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

EL DORADO COUNTY  
 (Licensee)

ENVIRONMENTAL SYSTEMS  
 RESEARCH INSTITUTE, INC.  
 (ESRI)

By: \_\_\_\_\_  
 Authorized Signature

By:   
 Authorized Signature

Printed Name: \_\_\_\_\_

Printed Name: LAURA DANGERMOND

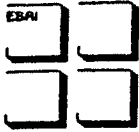
Title: \_\_\_\_\_

Title: VICE PRESIDENT

Date: \_\_\_\_\_

Date: 10/1/93

↓  
 Client Signature is  
 on Purchase order!



**ATTACHMENT A**  
**Registered Client Information**

**Client Name:**  
El Dorado County

**Ship Original Software To:**  
José M. Crummett

**Primary Contact:**  
José M. Crummett

**Address:**  
360 Fair Lane, Building B  
Placerville, CA 95667

**Mailing Address:**  
360 Fair Lane, Building B  
Placerville, CA 95667

**Telephone No.:** (916) 621-6511  
**Fax No.:** (916) 621-2187

**Peripherals Currently Used as Part of GIS System (check only if used):**

<u>Manufacturer</u>	<u>Plotter</u>	<u>Printer</u>	<u>Digitizer</u>
CalComp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tektronix	<input type="checkbox"/>	<input type="checkbox"/>	
Raster Graphics	<input type="checkbox"/>		
Versatec	<input type="checkbox"/>		
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Bill To:**  
County Surveyor  
**Address:**  
Attn: Loretta Cundith  
360 Fair Lane  
Placerville, CA 95667

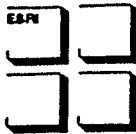
**Client's Contract Administrator's Name:**  
Loretta Cundith

**Address:**  
360 Fair Lane, Building B  
Placerville, CA 95667

**Note: This will be assumed to be a taxable transaction unless the following documentation is provided upon execution of this license:**

1. Direct Pay Certification No. \_\_\_\_\_ and a copy of the applicable state documentation, or
2. A copy of your Tax Exemption Certificate.

**Telephone No.:** (916) 621-5440  
**Fax No.:** (916) 621-2187



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## ATTACHMENT B Licensed Configuration

### Base CPU and CPU Operating System

Make/Model: IBM RS6000/55L Operating System: UNIX  
 Serial #: Not Installed/Due 10/01/93 Other (Specify) AIX  
 Media Type Required: CD-ROM

Site (End User) Technical Contact Name:  
José M. Crummett

Telephone:  
(916) 621-6511

Installation Address:  
360 Fair Lane, Building B, Placerville, CA 95667

### Licensed Software

Software Licensed	Floating License (Quantity)	Maintenance/ User Support		Node Locked (3-Pak) (Quantity)	Maintenance/ User Support	
		Pri.	Sec.		Pri.	Sec.
ARC/INFO	-	-	-	1	- /	-
ARC/INFO COGO	1	.1	-	-	X -	-
ARC/INFO GRID	1	1	-	-	X -	-