



**Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software, and Services**

**Contract Number: GS-35F-0271V
Contract Period: March 2, 2014 through March 1, 2019**

A division of Latitude Geographics, Geocortex is a suite of proven products, services and knowledge that organizations can use to deliver effective, successful web-based mapping using ESRI's ArcGIS Server and ArcIMS when creating web-based GIS applications.

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General Services Administration
Federal Acquisition Service

Pricelist current through Modification # FCIS-JB-980001-B-Refresh #35, dated June 25, 2015 and Modification #PO-0026

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Microcomputers (regular consumer computers)
Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

1. Software Maintenance as a Product

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INFORMATION FOR ORDERING ACTIVITIES

1. GEOGRAPHIC SCOPE OF CONTRACT:

48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Latitude Geographics Group Ltd.
200 - 1117 Wharf St., Victoria, B.C., Canada V8W 1T7
Telephone: (250) 381-8130 Fax: (250) 381-8132

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(250) 381-8130

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 205545713
Block 30: Type of Contractor - L. Foreign Contractor (Canada)

Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 980405129

4a. CAGE Code: L3675

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33, 132-34	0 Days (software is made available to download)

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining

accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity – **None**
- c. Dollar Volume – **None**
- d. Government Educational Institutions – **None**
- e. Other – **None**

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A

10. Small Requirements: The minimum dollar value of orders to be issued is **\$100**.

11. MAXIMUM ORDER

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
 Special Item Number 132-33 - Perpetual Software Licenses
 Special Item Number 132-34 – Maintenance of Software

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal

Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall

contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-
34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor shall provide a hot line technical support number **1-888-578-5545** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 AM to 5 PM Pacific time.



Latitude Use Only:
 Cust. Name _____
 Cust. # _____
 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: _____

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.

GSA CUSTOMER

 (Licensee)

LATITUDE GEOGRAPHICS GROUP LTD.
 (LATITUDE)

By: _____
 Authorized Signature

By: _____
 Authorized Signature

Printed Name: _____

Printed Name: Steven Myhill-Jones

Title: _____

Title: President & CEO

Date: _____

Date: _____

Licensee Contact Information

Contact: _____

Address: _____

Country: _____

Telephone: _____

Fax: _____

E-mail: _____



GENERAL LICENSE TERMS AND CONDITIONS (L200 11/2010)

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

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.

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 Reserved.

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.

3.6 Fees – The Licensee shall pay to LATITUDE or its authorized distributor the license fees set out in the purchase or product order, invoice or other document.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses – Subject to the terms and conditions set forth in this License Agreement:

- a. In accordance with Article 3, Licensee may install and store copies of Software, Data, and Documentation onto electronic storage device(s).
- b. Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes. Licensees may make routine computer backups.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in a digital format and thereafter reproduce, display, and redistribute the customized documentation only for the Licensee’s own internal use. The portion(s) of the Documentation supplied in digital format merged with the other software and printed or digital documentation shall continue to be subject to the terms and conditions of this License Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of LATITUDE and its licensor(s) in the Documentation supplied in digital format: “Portions of this document include intellectual property of Latitude Geographics Group Ltd. and its licensor(s) and are used herein under license. Copyright © *[Insert the actual copyright date(s) from the source materials]* Latitude Geographics Group Ltd. and its licensor(s). All rights reserved.”

4.2 Uses Not Permitted

- a. Except as authorized herein, Licensee shall not use the Software, Data, Web Services, Documentation, passwords, user identifications and other access keys.
- b. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, transfer, translate, export, or time-share the Software, Data, Web Services or Documentation. Licensee shall not act as a service bureau or commercial Application Service Provider (ASP) that allows third-party access to the Software, Data, Web Services, and Documentation. A commercial ASP means a licensee who uses Software, Data, Web Services, and Documentation for a site or service, and operates the site or the service for a profit, or generates revenue by charging for access to the site or service.
- c. Licensee shall not redistribute the Software to third-parties, in whole or in part, including, but not limited to, extensions, components, or DLLs without prior written approval of LATITUDE as set forth in an application redistribution license agreement.
- d. Without affecting the generality of 4.2(c) and except as otherwise authorized in this License Agreement, Licensee shall not incorporate the Software, Data, Web Services or Documentation provided by LATITUDE or its authorized distributor in any manner whatsoever into any provision of property or service by Licensee to any person whatsoever.
- e. Licensee shall not copy the Software, Data, Web Services or Documentation onto any hard disk attached to the Licensee's computers in respect of which license fees have not been paid.
- f. Licensee shall not network the Software unless prior written authorization has been obtained from LATITUDE.
- g. Licensee shall not reverse engineer, decompile, cross-assemble, disassemble or otherwise change or reduce in any other form the Software, Data, Web Services, and Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- h. Licensee shall not remove or obscure the Licensor's copyright or trademark notices.
- i. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Software, Data, Web Services, and Documentation.
- j. Licensee shall not redistribute the Software registration number/license authorization file(s), developer license file(s), or Web Services access codes.
- k. Licensee shall not use the Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- l. Licensee shall not remove or obscure LATITUDE or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, Web Services, and Documentation.
- m. Licensee shall not unbundle individual or component parts of the Software or Data for independent use.
- n. Licensee shall not, to the extent within its control, use this software for purposes or actions that are in contravention of the UN Declaration of Human Rights, the Geneva Conventions of 1949, or the Geneva Protocols of 1977.

ARTICLE 5—TERM AND TERMINATION

The license is effective upon acceptance of this License Agreement and shall continue until (i) such time that the Licensee elects in writing to discontinue use of the Software, Data, Web Services, and Documentation and terminates the license; (ii) expiration of a term license or subscription; or (iii) either party terminates the license 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 is impossible to cure. Upon termination of a license, Licensee shall (i) cease all access and use of Web Services and clear Web Services client-side data cache and (ii) 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 actions to LATITUDE or its authorized distributor. When the end user is an instrumentality of the U.S. Government, recourse against the United States for any alleged breach of this agreement must be made as a dispute under the contract disputes clause (Contract Dispute Act). During any dispute under the disputes clause, LATITUDE, shall proceed diligently with performance of the contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties—For a period of ninety (90) days from the date of receipt of Software authorization or keycode file(s) by Licensee, LATITUDE 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.

6.2 Data and Web Services Disclaimer—If included under this License Agreement, the Data and Web Services have been obtained from sources believed to be reliable, but the accuracy and completeness of the Data and Web Services are not guaranteed. The Data and Web Services may contain some nonconformities, defects, errors, or omissions. LATITUDE AND ITS LICENSOR(S) MAKE NO WARRANTY WITH RESPECT TO THE DATA AND WEB SERVICES AND ARE PROVIDED “AS IS.” Without limiting the generality of the preceding sentence, LATITUDE and its licensor(s) do not warrant that the Data and Web Services will meet Licensee’s needs or expectations, that the use of the Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. LATITUDE and its licensor(s) are not inviting reliance on this Data or Web Services, and Licensee should always verify actual Data or Web Services.

6.3 Fault Tolerance Disclaimer

- a. The Software, Data, Web Services, and Documentation are not fault-tolerant and are not designed, manufactured, or intended for resale or use in 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, real-time emergency response, real-time terrorism prevention or response, life support, or weapons systems (“Fault-Intolerant Activities”). LATITUDE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR USE IN FAULT-INTOLERANT ACTIVITIES.
- b. To the extent permitted by law, delivery of the Software, Web Services, and Data does not constitute a waiver of the rights and obligations set forth in this Article.

6.4 Special Disclaimer—SAMPLE CODE, SAMPLE APPLICATIONS, SAMPLE EXTENSION, HOT FIXES, EVALUATION SOFTWARE, AND BETA ARE DELIVERED “AS IS” WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLE CODE, SAMPLE APPLICATION, SAMPLE EXTENSION, HOT FIXES, EVALUATION SOFTWARE, AND BETA.

6.5 Internet Disclaimer—BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (3) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

6.6 General Disclaimer—EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, LATITUDE 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, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LATITUDE DOES NOT WARRANT THAT THE SOFTWARE, DATA, WEB SERVICES, 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.

6.7 Exclusive Remedy—Licensee’s exclusive remedy and LATITUDE’s entire liability for breach of limited warranties set forth in this Article 6 shall be limited, at LATITUDE’s sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Software; or (iii) return of the license fees paid by Licensee for the Software or Documentation that does not meet LATITUDE’s Limited Warranty, provided that the Licensee uninstalls, removes, or destroys all copies of the Software or Documentation and executes and delivers evidence of such actions to LATITUDE or its authorized distributor.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability—LATITUDE AND ITS LICENSOR(S) SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; 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, WEB SERVICES, OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT LATITUDE 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.

7.2 General Limitation of Liability—EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, LATITUDE'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, SHALL NOT EXCEED THE AMOUNTS PAID TO LATITUDE BY LICENSEE FOR SOFTWARE, DATA, WEB SERVICES OR DOCUMENTATION PURSUANT TO THIS LICENSE AGREEMENT. THE FOREGOING EXCLUSIONS/LIMITATIONS OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY LATITUDE'S NEGLIGENCE; (2) FOR FRAUD; (3) FOR EXPRESS REMEDIES UNDER LAW OR THE CONTRACT; OR (4) FOR ANY MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

7.3 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, Web Services or Documentation or any other product or service delivered by LATITUDE. The parties agree that LATITUDE 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 8—INFRINGEMENT INDEMNITY

8.1 LATITUDE shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorney's 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. or Canadian patent, copyright, or trademark provided

- a. Licensee promptly notifies LATITUDE in writing of the claim thereof;
- b. Licensee afford Latitude the opportunity to intervene in any litigation at its own expense, through counsel of its own choosing;
- c. Licensee cooperates fully with the Government in the defense of the claim. When the end user is an instrumentality of the U.S. Government, representation of the U.S. Government in any patent indemnity action is by the U.S. Department of Justice. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. §516.

8.2 If LATITUDE believes that the Software, Data, or Documentation is or will become the subject of an infringement claim, LATITUDE, at its own expense, may either (i) work with the Government to obtain the right for the Licensee to continue using the Software, Data, or Documentation or (ii) modify the Software, Data, or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially reasonable, the infringing items shall be returned to LATITUDE, the license shall terminate, and LATITUDE's sole liability shall be to indemnify Licensee pursuant to Article 8.1 and refund license fees paid by Licensee prorated as provided in the depreciation rules in the Department of Treasury's regulations.

8.3 LATITUDE shall have no obligation hereunder to defend Licensee or pay any resulting costs, damages, or reasonable attorney's fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by LATITUDE; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than LATITUDE, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee to use the updated or modified Software, Data, or Documentation provided by LATITUDE for avoiding infringement.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF LATITUDE WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Orders—All Software, Data, Web Services, Documentation or maintenance orders placed within one (1) year of this License Agreement's execution date shall be licensed under the terms of this License Agreement, except that new Software, Data, Web Services, and Documentation commercially released during that year may require

additional terms. Orders placed and Software, Data, Web Services, and Documentation or updates provided after that time shall be governed by Exhibit 1, the terms of which will be indicated on LATITUDE's website, included with a GSA Customer Purchase Order.

9.2 Export Control Regulations—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport or provide the Software, Data, Web Services or Documentation, in whole or in part, to (i) with the exception of Cuba, any country to which Canada or the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any export control laws or regulations including amendments and supplemental additions as they may occur from time to time. Licensee shall not export the Software, Data, Web Services and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and warrants that it or its employees, consultants, or customers who gain access to the Software, Data, Web Services or Documentation are not a national, resident, or located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

9.3 Taxes and Fees—Taxes are subject to FAR 52.212-4(k) which provides that the contract price shall include all federal, state and local taxes and duties. Latitude shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Latitude or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

9.4 No Implied Waivers—The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or the right of such party thereafter to enforce that or any other provision.

9.5 Severability—The parties mutually agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns—Licensee shall not copy, assign, sublicense, sublease, redistribute, or transfer Licensee's rights or the rights of a contractor or third party or delegate its obligations under this License Agreement without LATITUDE's prior written consent, and any attempt to do so without LATITUDE's prior and written consent shall be void. When the end user is an instrumentality of the U.S. Government, assignment of government contracts without the government's prior approval is prohibited by statute, except for assignment of payment to a financial institution. The Anti-Assignment Act, 41 U.S.C. § 6305, prohibits the assignment of government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.12. Assignment by LATITUDE is subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013).

9.7 Survival of Terms—The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this license agreement.

9.8 Reserved.

9.9 U.S. Government Restricted Rights— The Software, Data, Web Services or Documentation are provided with restricted rights. The Software, Data, Web Services and Documentation are commercial computer software, commercial data, commercial Web Services, and commercial computer software documentation. This License Agreement contains LATITUDE's commercial license terms and conditions for such items. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of the Software, Data, Web Services, and Documentation. No other license terms or conditions shall apply unless expressly agreed in writing by LATITUDE and Licensee. LATITUDE Software source code is unpublished and all rights to the Software, Data, Web Services or Documentation are reserved under international and national copyright laws. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in FAR 52.227-14 "Rights in Data" (Dec. 2007), DFARS 252.227-7015 "Technical Data-Commercial Items" (Jun. 2013) as applicable. The Contractor/ Manufacturer is Latitude Geographics Group Ltd., 200-1117 Wharf Street, Victoria, British Columbia, Canada V8W 1T7.

9.10 Governing Law, Arbitration

a. This License Agreement shall be governed by and construed in accordance with the laws of the United States. When the end user is an instrumentality of the U.S. Government, this is a contract with the U.S. Government and is subject to the Federal Acquisition Regulation. Venue, jurisdiction and statute of limitations for any disputes are

determined by the applicable federal statute (Contract Disputes Act, Federal Tort Claims Act, etc.). If Licensee is a U.S. Government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C §§ 601-613).

b. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.



EXHIBIT 1
SCOPE OF USE
 (L300 11/2010)

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

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

- Geocortex Essentials Standard Edition (1, 2, 3, 6, 7, 8)
 - Geocortex Essentials Starter Kit Edition (1, 4, 6, 8)
 - Geocortex Essentials Developer Seat (1, 6)

 - Geocortex Optimizer Standard Edition (1, 2, 3, 6, 7, 8, 13)
 - Geocortex Optimizer Starter Kit Edition (1, 4, 6, 8, 12)

 - Geocortex Fleet Tracker (1, 2, 3, 7, 8, 18)

 - Geocortex Technology Developer Network [GTDN] Subscription (5, 6, 16)

 - Geocortex Uptime Business Edition (3, 8, 10)
 - Geocortex Uptime Enterprise Edition (1, 2, 3, 8, 11)

 - Geocortex Statistics Business Edition (12)
 - Geocortex Statistics Enterprise Edition (13)

 - Geocortex Secure Data Gateway (1, 2, 3, 6, 7, 8)

 - Geocortex Internet Mapping Framework Business Edition (4, 6, 7, 8, 17)
 - Geocortex Internet Mapping Framework Enterprise Edition (1, 2, 3, 6, 7, 8, 17)
 - Geocortex Internet Mapping Framework Enterprise Edition Annual Subscription (1, 2, 3, 5, 6, 7, 8, 17)
 - Geocortex Internet Mapping Framework Developer License (1, 2, 6, 17)
 - Fleet Tracker for Geocortex IMF (1, 2, 3, 7, 8, 18)
1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
 2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.
 3. "Deployment Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
 4. "Single Application License." Licensee may install and use the Software or Data for one (1) web-GIS application serving multiple users on the same or other computer(s). An Application is defined as a discrete web-GIS viewer with a specific URL.
 5. "Term License." Licensee may use the subscription(s), Software, Web Services and Data for a limited time period or while Licensee has available credits or transactions to use the subscription(s), Software, Web Services, and Data as described in the Documentation. When the license term, subscription, credits, or transactions expire, licensee must either stop using the subscription(s), Software, Web Services, and Data, or renew or extend the license upon payment of applicable fees.
 6. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
 7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.
 8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.
 9. No redundant Software installation is permitted.
 10. Monitoring and management of services for a single server.

11. Monitoring and management of services for multiple servers deployed from a single designated installation location.
12. Processing/analysis of data associated with one (1) web-GIS application.
13. Processing/analysis of data associated with an unlimited number of applications from a single designated installation location.
14. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single end user to make a second copy for end user's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one time.
15. "Concurrent Use License." Licensee may install and use the Software, Data and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.
16. GTDN Software, Web Services, and Data may only be used by up to three (3) named developers per subscription at an installation location solely for the purposes of research, development, testing, and demonstration of a prototype application. GTDN Software and Data may be installed on multiple computers for use by any named GTDN developer.
17. Licensee may deploy a single instance of the Fleet Tracker Server to update up to the number of entities designated.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE – N/A

7. TERM LICENSE CESSATION – N/A

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a

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term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

DESCRIPTIVE INFORMATION RELATING TO THE SOFTWARE OFFERED

Geocortex Essentials for ArcGIS Server

Don't spend time redeveloping existing capabilities for ArcGIS Server—trust the ESRI web-GIS experts to jumpstart your ArcGIS Server implementation with our off-the-shelf foundation!

- Powerful core elements and out-of-the-box tools
- Streamlined application creation and management
- Built on ESRI's next-generation web-GIS technologies



Geocortex Essentials is an add-on product engineered specifically for ArcGIS Server using ESRI's next-generation web-based GIS technology. Developed in .NET and designed to extend and complement the process of building applications using ESRI's Web Application Developer Framework (ADF) and other emerging ESRI technology, Geocortex Essentials provides core elements and cutting edge tools, processes, and features that will give you a powerful jumpstart when building and maintaining ArcGIS Server applications.

Licensees benefit from the continuing enhancement of Geocortex Essentials. As part of software maintenance, new versions of Geocortex Essentials provide new features and continued compatibility with new releases of the ArcGIS Server platform. Just as we did for many years with our ArcIMS-generation products, we are focused on building technology that is closely attuned to customers with leading-edge requirements, with suitable evolution and adaptation over time to ensure ongoing alignment with underlying technology development by ESRI.

Our unique Open Intellectual Property model (not to be confused with Open Source), means we are driven by constant innovation—and results in customers receiving exceptional value for their investment.

The Geocortex R&D team works on the frontiers of ESRI's web-GIS products to identify challenges likely to be encountered by developers and implementers in the real-world. We find and combine solutions to these challenges with in-demand tools and features to create off-the-shelf software products that pave the way for more rapid, trouble-free real-world development and deployment.

Geocortex Optimizer for ArcGIS Server

- Improve architecture performance and uptime
- Adapt applications to better meet user needs
- Gauge application use and return on investment



Overview

Geocortex Optimizer is an add-on product engineered specifically for ArcGIS Server. It is a comprehensive package created to maximize the value and effectiveness of your investment in ESRI's next-generation web-based GIS foundation.

Geocortex Optimizer captures, organizes and analyzes information about your organization's ArcGIS Server sites and infrastructure. With Geocortex Optimizer, you can empirically gauge the performance of your ArcGIS Server sites, understand how people use your applications, optimize your ArcGIS Server infrastructure, and maximize application uptime.



PRODUCTS AND SERVICES PRICELIST FOR GSA**Perpetual Software License****SIN 132-33**

GXESS4P	Geocortex Essentials (Standard Edition)	\$17,787
GXESS1K	Geocortex Essentials (Starter Kit)	\$6,860
GXESSDV	Geocortex Essentials (Developer Seat)	\$196

Software Maintenance**SIN 132-34**

Note: Maintenance is 20% of standard license cost.

GXESSMT	Geocortex Essentials Maintenance	\$3,557
GXOPTMT	Geocortex Optimizer Maintenance	\$1,470

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Latitude Geographics Group Ltd. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts.

To accelerate potential opportunities please contact **John Austin, (250) 381-8130**, jaustin@latitudegeo.com, **Fax: (250) 381-8130**.

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.