



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. 2010A3772

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

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The initial term of this Agreement shall begin on receipt of order (renewal date) and shall continue for twelve (12) consecutive months at the fee(s) noted in the ESRI Quotation. Thereafter, Licensee may continue the service for annual maintenance and update at the then current fee. Should Licensee decide to extend this Agreement, Licensee shall issue a purchase order in advance of the renewal date at the quoted price. Payment is due annually in advance. Licensee agrees to pay ESRI invoices within thirty (30) days of receipt.

ARTICLE 2—SOFTWARE MAINTENANCE AND UPDATE SERVICE

ESRI will support/maintain the Software for a period of twelve (12) months. Software support and maintenance will apply only to unmodified Software and to 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 support and maintenance will be provided in compliance with the ESRI User Software Maintenance Program on the ESRI Web site at http://www.esri.com/software/maintenance/about/overview.html. 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 bugs submitted by the user.

Licensee may contact Technical Support at:

ESRI Technical Support Center
Internet: Request Support
Fax: 909-792-0960
Telephone: 909-793-3774

Hours: 6:00 a.m. to 5:00 p.m. Pacific Time (Monday through Friday, except ESRI holidays)

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 work-around solutions for any errors reported and determined to be in the Software or the documentation at no cost to Licensee for the term of this Agreement.

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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

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

ARTICLE 6-- APPLICABLE LAWS

The laws of the State of Texas with venue in Wise County in accordance with Texas Civil Practice & Remedies Code 15.015 without reference to its conflict of laws shall be applied in the interpretation, execution, and enforcement of this Agreement.

ARTICLE 7—ENTIRE AGREEMENT

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

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.

COUNTY OF WISE, TEXAS

(Licensee)

By: [Signature]
Authorized Signature

Printed Name: Bill McElhenny

Title: County Judge - Wise County, TX

Date: 06/17/2010

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)

By: [Signature]
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: June 22, 2010

Licensee Contact Information

Contact: Tom Goode

Installation Address: 2901 Fm 515

City, State, ZIP: Decatur TX 76234

Telephone: 940-627-6655

Fax: 940-627-6171

E-mail: tom.goode@co.wise.tx.us

ESRI Quotation No. 25421897
(General License Terms and Conditions (E204)
ESRI Exhibit I (E300))



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LICENSE AGREEMENT (E204 04/22/2010)

This License Agreement is between you ("Licensee") and Environmental Systems Research Institute, Inc. ("ESRI"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

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" means any ESRI or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes licensed under this License Agreement.
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- e. "Software" means all or any portion of ESRI's proprietary software technology accessed or downloaded from an ESRI authorized Web site or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- f. "Term License" means license provided for use in a limited time period or on a subscription or transaction basis.
- g. "Web Services" means software services or ESRI or third-party data provided by ESRI that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet.

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**EXHIBIT 1
SCOPE OF USE
(E300 12/2009)**

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

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Desktop GIS

- ArcReader (20 and 25)
- ArcView (1 or 2 and 25 and 44)
- ArcEditor (1 or 2 and 25, 26, and 44)
- ArcInfo (2, 25, 26, and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 38, 39, 40, and 45)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 38, 39, 40, and 45)
 - ArcGIS Server Geoportal Extension (either 4 or 5 and 7, 47, and 52)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, or 5 and 31)
- Tracking Server (either 4 or 5 and 31)
- ArcGIS Server Image Extension (either 3, 4, or 5 and 8, 31, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5 and 8, 25, and 31)
- ESRI Business Analyst Server (5, 8, 9, 21, 25, 28, 31, 39, 40, 45, and 48)

Mobile GIS

- ArcPad (1, 12, 13, and 25)
- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16, and 25)

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 34, 35, and 36)
- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25, and 26)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- NetEngine (1, 5, and 15)
- NetEngine Internet (5)
- ESRI Business Analyst Server Developer (6, 25, 35, and 51)

- The ArcGIS Web Mapping APIs (including JavaScript™, Adobe® Flex®, Microsoft® Silverlight™/WPF™, SOAP, and REST) (6, 33, 35, 53, and 54)

GIS Viewers and Connectors

- MapIt (11, 25, 31, 35, 49, and 50)
- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS Explorer (20 and 25)
- ArcGIS for AutoCAD (1, 20, and 25)
- Geoportal Clients for ArcGIS (7, 20, and 52)

Business GIS

- ESRI Business Analyst (1 or 2 and 25, 45, and 48)
- BusinessMAP (1 and 25)
- ArcLogistics (either 1 or 2 and 25)
- ArcLogistics Connect (6, 20, 25, 34, 35, and 46)
- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator (1, 25, and 46)
- ArcLogistics Navigator Deployments (1, 15, and 16)

Cartographic Production

- Maplex (1)
- Military Overlay Editor (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System—Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2),
- Job Tracking for ArcGIS Server (either 4 or 5 and 7)

Web Services

- ArcGIS Online Standard Services (6, 25, 33, 34, and 35)

Data

- ESRI Data & Maps (either 1 or 3, 4, or 5 and 23 and 37)
- ESRI Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)
- Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Sourcebook•America (1 and 21)
- ArcGIS Data Appliance (6, 23, 25, and 41)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)

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