



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

MASTER LICENSE AGREEMENT

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

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

The General License Terms And Conditions (E200) are hereby amended by adding the following:
The appropriations necessary for the funding of this Agreement shall not be pledged from ad valorem sources of the Board of County Commissioners of Nassau County, Florida.

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

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

COUNTY OF NASSAU
(Licensee)

By: *Floyd L. Vanzant*
Authorized Signature

Printed Name: Floyd L. Vanzant

Title: Chairman, Board of County Comm.

Date: Approved 6-9-04

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

By: *Jacquelyn Ricks*
Authorized Signature

Printed Name: Jacquelyn Ricks

Title: Contracts Administrator

Date: OCT 18 2004

Licensee Contact Information

Contact: John Crowder

Address: 213 Nassau Place

City, State, ZIP: Yulee, FL 32097

Telephone: 904-491-2020

Fax: 904-491-3611

E-mail: _____

ESRI Contract Number: 2004MLA3767

General License Terms and Conditions Version E200 5/04

ESRI Exhibit 1 Version E300 5/04


wlj

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



FLOYD L. VANZANI
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULIAN



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

10.6 Severability—The parties mutually agree that if any provision of this 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.

10.7 Counterparts—This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

10.8 Successor and Assigns—Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement. Notwithstanding, a U.S. Government contractor may assign its rights under this Agreement to a U.S. Government Agency upon written notice to ESRI if the U.S. Government Agency assents to the terms of this Agreement.

10.9 Survival of Terms—The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

10.10 Equitable Relief—Licensee agrees that any breach of this Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

10.11 Governing Law, Arbitration

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- B. *All Other Licensees*—All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at a mutually agreed location. This 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. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.



**EXHIBIT 1
SCOPE OF USE
(E300 5/04)**

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- ArcGIS Engine
 - ArcGIS Engine Developer Kit (1 and 23)
 - ArcGIS Engine Runtime (1, 4, 12, and 23)
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 - ArcGIS Server Options (Spatial Analyst, 3D Analyst, StreetMap) (1, 3, 5, 7, and 24)
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 - ArcSDE Server (1, 3, 5, 7, and 18)
 - ArcSDE for Coverages (3, 5, 7, and 18)
 - ArcSDE Connections (2, 7, and 18)
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 - ArcIMS and Extensions (1, 3, 5, 6, 7, 12, and 15)
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 - ArcView and Extensions (1)
 - ArcView Business Analyst (1, 15, and 21)
- ArcLogistics™ Route (1, 8, and 15)
- PC ARC/INFO® (1)
- Maplex (1)
- MOLE™ (1)
- MOLE SDK (1, 4, and 12)
- BusinessMAP® (1 and 15)
- ArcPad® (1, 9, and 10)
- ArcPad StreetMap (1, 9, and 20)
- ArcPad Application Builder (1)
- MapObjects®—Windows Edition (1, 4, 11, 12, and 16)
- MapObjects—Java Edition (1, 3, 4, 5, 12, 16, and 17)
- MapObjects LT (1, 4, 12, and 13)
- ArcExplorer™ (1 and 19)
- NetEngine™ (1, 5, and 12)
- NetEngine Internet (3, 5, and 13)
- Production Line Tool Set (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1)
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16. The Redistribution Stand-alone (or Deployment) license is per application per computer. For MapObjects—Windows Edition, Internet or Intranet Deployment requires an ArcIMS Internet Deployment License. Except for ArcIMS licenses, one (1) Internet Deployment license is required for each ArcIMS server/CPU that runs Web mapping applications built with MapObjects—Windows Edition. For MapObjects—Java Edition, Internet or Intranet Deployment requires a MapObjects—Java Internet Deployment License. An application upgrade is not a redeployment as long as it uses the same major revision of ArcGIS Schematics SDK, MapObjects—Windows Edition, or MapObjects—Java Edition.
17. The MapObjects—Java Edition contains Java Archive (JAR) files, which indicate they are authentic ESRI-certificated files when used over the Internet. Any Licensee certificate placed on the modified "re-jarred" files cannot reference ESRI as a source of trusted content. In addition to any other rights and restrictions in the Agreement, Licensee may use the MapObjects—Java Edition on a single computer to
- (a) Build applet(s) that are used only as an internal component in end user interfaces, and to copy the applet(s) to additional computers (e.g., Web Server) from which Licensee may deploy the applet(s) to end users via download in the course of browsing or interacting with Licensee's Web pages. End user redistribution of the applet(s) is not allowed; and
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 - (c) Build servlets and/or Enterprise JavaBeans with MapObjects—Java components, requiring a MapObjects—Java Internet Deployment License for each CPU; and
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18. ArcSDE is licensed on a Server/CPU basis and on a one-to-one basis with a relational database, meaning Licensee shall run ArcSDE on a Server on a one-to-one basis with a database Server. In most implementations ArcSDE and the database are installed on the same Server. Each ArcSDE Server license enables the customer to have multiple ArcSDE instances if they have multiple database instances on the corresponding database Server. Licensee shall not install ArcSDE instances on more than one Server and shall not use the network to connect from the Server on which ArcSDE is installed to databases on more than one (1) Server. ArcSDE Single Use licenses are available only for use with ArcEditor Single Use Software licenses on a one-to-one basis. ArcSDE direct connections run on a client desktop computer are also Single Use licenses. ArcSDE for Coverages is licensed only in conjunction with concurrent use licenses of ArcView, ArcEditor, ArcInfo, ArcSDE Server, or ArcIMS Software. Licensee may use the ArcSDE for Coverages subject to this Agreement. ArcSDE for Coverages is not licensed separately, but may be distributed separately.
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22. [Reserved]

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October 28, 2004

Ms. Joyce Bradley
County of Nassau
Clerk's Office
76347 Veterans Way
Yulee, FL 32097

**Re: ESRI Master License Agreement
ESRI Contract No. 2004MLA3767**

Dear Ms. Bradley:

Enclosed please find the fully executed original of the subject document for your files. If you have any questions regarding this, please do not hesitate to contact me at 909-793-2853, extension 1-1520.

Sincerely,

A handwritten signature in black ink that reads "W. Johnson".

WJ: Wendy L. Johnson
Contracts Assistant

WLJ:sh

Enclosure: As Stated

NASSAU COUNTY
EMERGENCY SERVICES

2004 JUN 21 AM 8:08

Agenda Request For: June 9, 2004

Department: Fire Rescue

Background: Nassau County has been awarded Emergency Medical Services County Grant number C3045 in the amount of \$16,353.36

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Action requested and recommendation: Authorization to purchase recommended software (ArcIMS and ArcSDE) to fulfill the intent of County Grant C3045. *(pg 4 of grant lists item specifically - see attached)*

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: 27267525-552640
Award Grant C3045 - Equipment <\$750 *(Software purchase, use 552640 per Chris Lacambra, Clerk Financial Svcs) Authorization 5/29/04*

Reviewed by: *C.W. Cooper*

Department Head C.W. Cooper, Fire Chief

Legal

Finance

Administrators *Thop Vanget*

RECEIVED
COUNTY COORDINATORS
OFFICE
04 MAY 20 PM 2:02

*CWC
6/21/04*

APPROVED

DATE 6-9-04 *MB*



NASSAU COUNTY
 BOARD OF COUNTY COMMISSIONERS
 P.O. BOX 4000
 FERNANDINA BEACH, FL 32035-4000

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # 04000760-00

STATE SALES TAX CERTIFICATION NUMBER:
 55-04-005905-53C
 FEDERAL IDENTIFICATION NUMBER:
 59-1863042

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 E S R I, INC.
 FILE #54630
 LOS ANGELES, CA 90074-4630

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 EMERGENCY PREPAREDNESS
 11 N. 14TH STREET
 FERNANDINA BEACH, FL 32034

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/23/04	000276			AWARD GRANT C3045
Item#	Description/Part No.	Unit/Qty	Cost Each	Extended Price
	SOLE SOURCE PURCHASE			
001	ARCSDE FOR ORACLE 1 SERVER AND UP TO 2 CPUS 27267525.552640	1.0 EA	9000.00000	9,000.00 9,000.00
002	ARCIMS STANDARD EDITION SERVER CPU LICENSE 27267525.552640	1.0 EA	6750.00000	6,750.00 6,750.00
003	ESTIMATED SHIPPING & HANDLING 27267525.552640	1.0 EA	26.15000	26.15 26.15
			PO Total	15,776.15

RECEIVED IN GOOD ORDER
 BY: _____
 DATE _____

Vendor Invoice #

Voucher #

10:09 Upon the request and recommendation of the Fire Rescue Department, it was moved by Commissioner Marshall, seconded by Commissioner Samus, and unanimously carried to authorize the purchase of software (ArcIMS and ArcSDE) in the amount of \$16,353.36 with funds from the County Emergency Medical Services County Grant No. C3045.



September 10, 2004

Ms. Joyce Bradley
COUNTY OF NASSAU
Public Works Department
76347 Veterans Way
Yulee, FL 32097

904-548-4660


Re: Master License Agreement No. 2004MLA3767
P.O. # 04000760-00

Dear Ms. Bradley:

Enclosed are two (2) copies of Master License Agreement No. 2004MLA3767 for your review. If the terms and conditions meet with your approval, please have both copies signed by an authorized representative and return both copies for final signature to me at the address below. A fully executed copy will be returned for your files.

If you have any questions or if we may be of further assistance, please do not hesitate to call our office in Redlands.

Sincerely,



Wendy L. Johnson
Contracts Assistant

380 New York Street
Redlands, CA 92373

Telephone: 909-793-2853 ext. 11520

Fax: 909-307-3020

Email Address: wjohnson@esri.com

Enclosures: Master License Agreement No. 2004MLA3767 (2)