



3600 Digital Drive | Dubuque, Iowa 52003 | (800) 688-2656 | (563) 556-8120 | fax (563) 556-8149  
 Federal ID: 42-1419553

## Software and Services Proposal

**Date:** March 26, 2012

**Proposal Expiration Date:** June 7, 2012

**Contract No.:** C1203031

|                     |               |                    |    |                 |       |
|---------------------|---------------|--------------------|----|-----------------|-------|
| <b>Organization</b> | Gila County   |                    |    |                 |       |
| <b>Contact</b>      | Tom Homan     |                    |    |                 |       |
| <b>Department</b>   | GIS           |                    |    |                 |       |
| <b>Address</b>      | 1400 East Ash |                    |    |                 |       |
| <b>City</b>         | Globe         | <b>State/Prov.</b> | AZ | <b>Zip/Code</b> | 85501 |

|  | Purchase Type                                 | Qty. | Total Price       | Future Annual Renewal Fee due 9/9/12 |
|--|---|------|-------------------|--------------------------------------|
| <b>SOFTWARE PRODUCTS</b>               |   |      |                   |                                      |
| CARTElite <sup>1</sup>                 | License Conversion Fee & Subscription License | 4    | \$4,449.42        | \$2,800.00                           |
| <b>TOTAL PROJECT COST</b>              |   |      | <b>\$4,449.42</b> |                                      |
| <b>TOTAL FUTURE ANNUAL RENEWAL FEE</b> |   |      |                   | <b>\$2,800.00</b>                    |

**NOTES:** Gila County is relinquishing all existing Cartegraph licenses by agreeing to this proposal for new/different licenses. Upon installation of the licenses contained in this proposal the County agrees to remove all prior licenses from use.

### Not-to-Exceed Proposal

**Cartegraph** will not exceed the total included in this Proposal without written approval from **Customer**. In the event it becomes apparent to **Cartegraph** that additional service efforts will be needed due to any changes in the scope of this proposal, **Cartegraph** will notify **Customer** prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

### Additional Services

**Cartegraph** can also provide additional fixed fee business and technical services as may be requested by **Customer**, including:

- Business Assessment Services
- Data Conversion Services
- Modification Services

Any additional services are available to **Customer** at the rate of \$150 per hour (2-day minimum required for on-site service) plus travel expenses.

<sup>1</sup> CARTElite Subscriptions include the above-named number of concurrent licenses of any of the following applications: WORKdirector, CALLdirector, PAVEMENTview, PAVEMENTview Plus, SIGNview, SIGNALview, MARKINGview, LIGHTview, BRIDGEview, STORMview, WATERview, SEWERview, TREEview, PARKview, VERSAtools, MAPdirector, MAPdirector for ArcGIS, and GISdirector.

## Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of Subscription, Maintenance or Support Services will run through 9/9/12.

Each subsequent term will commence upon completion of the prior term and will continue for a period of one (1) calendar year there from. **Customer** may terminate their Subscription, Maintenance or Service Support, if applicable, at the end of the Initial Term or any subsequent Renewal Term by notifying **Cartegraph** in writing of their intention to do so at least 60 days prior to the applicable End Date for that term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

For estimated future annual renewal fees, see pricing table above. Annual renewal fees will increase by no more than 5% each year.

## Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.
3. **Invoicing:** Invoicing for any given Software Products shall occur upon delivery. Invoicing occurs monthly for Project Services as they are incurred on the project. Partial billings on fixed fee costs will be invoiced monthly as incurred.
4. **Expenses:** In providing the services included in this Proposal, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

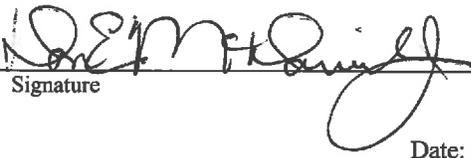
This Proposal constitutes the complete and exclusive agreement between Cartegraph Systems, Inc., and the above company, superseding all other proposals, oral or written and all other communication with respect to the terms of the agreement. Proposal must be executed and returned to **Cartegraph** prior to the expiration date shown above or all terms contained herein are invalid and the entire Proposal is void.

**Customer** acknowledges that all materials and documents associated with this project are proprietary in nature. **Customer** further agrees not to copy or otherwise make available such materials outside of **Customer's** organization and its divisions and departments without the prior written consent of **Cartegraph**, except as required by law.

**Acceptance**

The parties, each acting under due and proper authority, have executed this Proposal as of the date written below:

GILA COUNTY, AZ

By:   
Signature  
Date: 4/10/12

Please  
Print

Don E. McDaniel Jr., Gila County Manager  
Name Title

CARTEGRAPH SYSTEMS, INC.

By:   
Mark Weber, CFO

Date: 3/26/2012