



FULLY EXECUTED - CHANGE 1

Contract Number: 4400007080

Contract Change Effective Date: 09/24/2014

Valid From: 07/01/2010 To: 06/30/2015

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 366153

Purchasing Agent

Name: Swanger Mark

Phone: 717-214-3378

Fax: 717-214-3567

Supplier Name/Address:

American Digital Cartography Inc
338 W College Ave Ste 201
Appleton WI 54911-5865 US

Supplier Phone Number: 800-236-7973

Supplier Fax Number: 866-828-5512

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

ADCi Software License Agreement OIT

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	ADCi Software License Agreement	1.000	Each	10,000.01	1	10,000.01

General Requirements for all Items:

Information:

Total Amount:

SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED - CHANGE 1****Contract Number: 4400007080**

Contract Change Effective Date: 09/24/2014

Valid From: 07/01/2010 To: 06/30/2015

Supplier Name:

American Digital Cartography Inc

Header Text

ADCI License Agreement for the Office of Information Technology. Per instruction from the OA Legal Department and the language of t

he agreement, this agreement must be electronically signed in SRM. Term of Contract: 7/1/2010-6/30/2015

Vendor Contact: James Reid 920-733-6211 jimr@adci.com

Agency Contact: Stacey White 717-783-4883 stwhite@state.pa.us

08/20/14 - Amendment is being added to this contract. ASH

This contract is a binding agreement between the Commonwealth and the Licensor to procure software; see the attached Software License Requirements Agreement. This contract shows a dollar figure of \$10,000.01, but the dollar figure has no fiscal or legal significance and is utilized solely for the purpose of electronic contract administration. Purchase orders may not be created against this contract.

The SRM Agreement Number for this License should be referenced in the reseller's quotations and resulting agency purchase orders issued off the statewide reseller contract.

New agency contact: Joe Millovich, jmillovich@pa.gov, 717-214-3434

No further information for this Contract

Information:**Total Amount:**

10,000.01

Currency: USD

AMENDMENT NUMBER 1 to AGREEMENT NUMBER 4400007080
SOFTWARE LICENSE REQUIREMENTS AGREEMENT
BETWEEN THE
COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION
AND
AMERICAN DIGITAL CARTOGRAPHY, INC.

This Amendment Number 1 to Software License Requirements Agreement, (hereinafter, the Agreement) is entered into by and between American Digital Cartography, Inc. (hereinafter, Licensor) and the Commonwealth of Pennsylvania, through the Governor's Office of Administration (hereinafter, Licensee), referred to collectively as the Parties.

WHEREAS, the parties signed the Agreement, effective July 10, 2010, to memorialize the terms and conditions applicable to specific software provided to the Commonwealth by the Licensor; and,

WHEREAS, the Agreement was originally for five (5) years and has a termination date of June 30, 2015; and,

WHEREAS, the parties agree that there should be no end date with respect to this Agreement and that the Agreement is to be amended to reflect the parties' intention; and,

WHEREAS, the parties wish to amend Exhibit A, Attachment A of the Agreement so that the Agreement will be perpetual; and,

WHEREAS, the parties wish to amend Exhibit A to replace all reference to "Tele Atlas North America (TANA)" to "Tom Tom, Inc. United States of America (TomTom)"; and

WHEREAS, the Licensee and the Licensor desire to remain bound to the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Parties hereby agree to amend the Agreement, which is attached as Exhibit A hereto, as follows:

1. **Software portability:** The parties agree that a Commonwealth agency must obtain permission from Licensor prior to moving the software to or from a location hosted by the Commonwealth or a Commonwealth Contractor. The parties agree that the terms of this Agreement shall apply regardless of the location of the software, so long as the software remains within the Territory set forth in the Supplement. Licensee agrees that the relocation of the software may require the amendment of a Supplement and may result in a change in cost as well.



2. **Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
3. **Software Name Change Due to Acquisition:** The Agreement is further amended by replacing all reference to "Tele Atlas North America (TANA)" to TomTom North America Inc. References in the Agreement and Attachment A of the Agreement to "Tele Atlas" will be replaced with references to "TomTom."
4. **Commonwealth Audit Responsibilities:** The Agreement is further amended by inserting the following section:

Commonwealth Audit Responsibilities: Commonwealth will maintain, and promptly provide to Licensor upon its request, accurate records regarding use of the Licensed Product by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for the use of the Software by more individuals than are permitted by the licensing terms applicable to such Licensed Product shall be to purchase additional licenses for the Licensed Product through its reseller.

Commonwealth will perform a self-audit upon the request of Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). Commonwealth shall notify Licensor of the True up number no later than 45 calendar days after the request that the Commonwealth perform a self-audit. If the user count has increased, Commonwealth will make an additional purchase of the Licensed Product through its reseller, which is equivalent to the additional users. This section sets out the sole software license audit right under this Agreement.

5. **Right-to-Know Law:** The Agreement is further amended by inserting the following Section:

Right to Know Law:

GAR

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Agreement. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Licensor’s assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Licensor using the legal contact information provided in this Agreement. The Licensor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Licensor’s assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Licensor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Licensor shall:
 - (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Licensor’s possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- (d) If the Licensor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Licensor considers exempt from production under the RTKL, the Licensor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Licensor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Licensor in denying a RTKL request for the Requested Information unless the Commonwealth

determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Licensor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

- (f) If the Licensor fails to provide the Requested Information within the time period required by these provisions, the Licensor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Licensor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Licensor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Licensor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Licensor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Licensor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Licensor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Licensor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Licensor has Requested Information in its possession.

6. **Controversies:** The Agreement is further amended by inserting the following Section:



Controversies.

- (a) In the event of a controversy or claim arising from the Agreement or Purchase Order, the Licensor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- (b) If the Licensor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Licensor. The contracting officer shall send his/her written determination to the Licensor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement or Purchase Order.

7. **License Term--Perpetual:** Attachment A of the Agreement has been amended by replacing the language of the "License Term" section to read as follows:

This license agreement shall remain in effect unless otherwise terminated in accordance with its terms.

8. **License Fees Language Clarification:** Attachment A of the Agreement is further amended by replacing the language of the "License Fees" section to read as follows:

License Fees will be reflected on the quote the Licensor provides to the Licensee's Software Reseller, and this quote shall form the basis of the purchase order between the Licensee and the Licensee's Software Reseller for the licensed products provided under this Agreement.

9. **Deletion of Quote Validity Language:** Attachment A of the Agreement is further amended by removing the phrase "Note: This quote is valid 30 days from May 10, 2010."
10. Except as amended herein, all terms of the Agreement remain in full force and effect.



EXHIBIT A

FULLY EXECUTED
Contract Number: 4400007080
Contract Effective Date: 06/03/2010
Valid From: 07/01/2010 To: 06/30/2015

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
Name: Reynolds Lorrie
Phone: 717-214-3869
Fax: 717-214-3567

Your SAP Vendor Number with us: 366153

Supplier Name/Address:
American Digital Cartography Inc
338 W College Ave Ste 201
Appleton WI 54911-5865 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 800-236-7973
Supplier Fax Number: 866-828-5512

Contract Name:
ADCi Software License Agreement OIT

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____

Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	ADCi Software License Agreement	1.000	Each	0.00	1	0.00

General Requirements for all Items:

Header Text

ADCi License Agreement for the Office of Information Technology. Per instruction from the OA Legal Department and the language of the agreement, this agreement must be electronically signed in SRM.

Term of Contract: 7/1/2010-6/30/2015

Vendor Contact: James Reid 920-733-6211 jimr@adci.com
Agency Contact: Sonja Zucker 717-214-7480 SZUCKER@state.pa.us
No further information for this Contract



Information:



Total Amount: 0.01

Currency: USD

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

EXHIBIT A



American Digital
Cartography *inc.*

TELE ATLAS END-USER LICENSE AGREEMENT TERMS

This End User License Agreement (the "Agreement") is made between American Digital Cartography, Inc. (ADCi), a Wisconsin corporation with its principal place of business at 338 W. College Avenue, Suite 201, Appleton, WI 54911 (ADCi) and Commonwealth of Pennsylvania, Office of Administration, a government Agency with its principal place of business at 5 Technology Park, Harrisburg, PA 17110 ("Licensee") effective as of the date the Purchase Order is transmitted to Dell Marketing L.P. ("Dell"), (the "Effective Date"). The parties agree that the terms of this Agreement, including payment amounts, supersedes and take precedence over the terms included in any purchase order, terms of any shrink wrap agreement included with the Licensed Product, terms of any click through agreement included with the Licensed Product, or any other terms purported to apply to the Licensed Product. The Licensee shall pay Dell in accordance with the Purchase Order and Dell shall pay ADCi the amounts set forth in the Purchase Order.

The data ("Data") is provided for Licensee's personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by Licensee. © 2010 Tele Atlas North America (TANA). All rights reserved.

TERMS AND CONDITIONS

Commonwealth Use Only. Licensee agrees to use this Data for Commonwealth, non-commercial purposes for which Licensee were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, Licensee may copy this Data only as necessary for Licensee's use to (i) view it, and (ii) save it, provided that Licensee does not remove any copyright notices that appear and does not modify the Data in any way. Licensee agrees not to otherwise reproduce copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by law. Multi-disc sets may only be transferred or sold as a complete set as provided by ADCi and not as a subset thereof.

Restrictions. Except where Licensee has been specifically licensed to do so by ADCi in "Attachment A" (page 3), and without limiting the preceding paragraph, Licensee may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

No Warranty. This Data is provided to Licensee "as is" and Licensee agrees to use it at Licensee's own risk. ADCi and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

Disclaimer of Warranty: ADCi AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to Licensee.

Disclaimer of Liability: ADCi AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL

EXHIBIT A

NOT BE LIABLE TO LICENSEE: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENSEE'S USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF ADCI OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to Licensee.

Export Control. Licensee agrees not to export from anywhere any part of the Data provided to Licensee or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Entire Agreement. These terms and conditions constitute the entire agreement between ADCi (and its licensors, including their licensors and suppliers) and Licensee pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

Governing Law. The above terms and conditions shall be governed by the laws of the State of Pennsylvania without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded.

Termination:

The term of this Agreement shall be deemed to have commenced on the Effective Date and shall continue from thereon until terminated by lawful means.

ADCi (and its licensors, including their licensors and suppliers) may not terminate this Agreement for non-payment.

The Commonwealth may terminate this Agreement without cause by giving ADCi (and its licensors, including their licensors and suppliers) thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience).

Any payment obligation or portion thereof of Licensee created by this Agreement is conditioned upon the availability of Licensee or Federal funds which are appropriated or allocated for the payment of such an obligation or portion thereof; provided, however, that Licensee will request such funds each year during the Term. If such funds are not allocated and available, this Agreement may be terminated by Licensee at the end of the period for which funds are available. No penalty shall accrue to Licensee in the event this provision is exercised, and Licensee shall not be obligated or liable for any future payments due for any damages as a result of termination under this Article.

Virus, Malicious, Mischievous or Destructive Programming: ADCi (and its licensors, including their licensors and suppliers) warrants that the licensed product as delivered by ADCi (and its licensors, including their licensors and suppliers) does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Licensee's exclusive remedy, and ADCi (and its licensors, including their licensors and suppliers)'s sole obligation, for any breach of the foregoing warranty shall be for ADCi (and its licensors, including their licensors and suppliers) to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Licensee, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Licensee for the actual reasonable cost to remove the Virus and restore the licensee's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Licensee in accordance with the Documentation;
- the licensed products has not been modified by any party other than ADCi (and its licensors, including their licensors and suppliers);

EXHIBIT A

- the Licensee has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall ADCi (and its licensors, including their licensors and suppliers) be liable for damages to the Licensee for loss of the Licensee's data arising from the failure of the licensed products to conform to the warranty stated above.

Background Checks. ADCi (and its ADCi (and its licensors, including their licensors and suppliers)s, including their licensors and suppliers) must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to Commonwealth IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit a contract employee (IT Employee) access to Commonwealth facilities, ADCi (and its licensors, including their licensors and suppliers) must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an IT Employee has a criminal record that includes a felony or misdemeanor involving terroristic threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, ADCi (and its licensors, including their licensors and suppliers) shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of ADCi (and its licensors, including their licensors and suppliers) to comply with the terms of this paragraph may result in default of ADCi (and its licensors, including their licensors and suppliers) under its Agreement with the Commonwealth.

The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

Incorporation of Exhibits and Appendices. The following Appendices and Exhibits are attached hereto and incorporated into this Agreement by this reference:

- Exhibit A – Non-Discrimination/Sexual Harassment
- Exhibit B – Contractor Integrity
- Exhibit C – Contractor Responsibility
- Exhibit D – Tax Setoff Clause
- Exhibit E – Provisions Regarding *The Americans with Disabilities Act*

EXHIBIT A

TELE ATLAS END-USER LICENSE AGREEMENT TERMS

Attachment A

Licensed Users:

Licensee is defined as all employees of, and contractors for, Commonwealth Agencies, Municipalities, Council of Governments ("COG"), Municipal Planning Organization ("MPO"), Public Education Institutions (K-12) only, Local Development District ("LDD"), First Responders, all political subdivisions of the Commonwealth and PASDA.

License Right:

Non-exclusive, non-perpetual right to use and display this copy of the MultiNet™ and specified products for unlimited users as defined in "licensed users". The exception to the unlimited user is Matchmaker SDK Professional which is transaction based pricing

License Grants:

- Unlimited Users
- Internet usage of data is permitted only for "Web Locator" application.
- Extended usage for one year of Dynamap® for Internet for transitional purposes

Licensed Products

MultiNet™ (with routing attribution), shapefile and geodatabase format, state of Pennsylvania only, tiled by state, projected

MultiNet™ Display, see Coverage below, projected, shapefile and geodatabase format

StreetMap Premium for ArcIMS and ArcGIS Server, nationwide coverage includes United States, Canada, and Puerto Rico

¹Matchmaker™ SDK Professional with Z4C indexes and reverse geocoding extensions, coverage for the United States

²MultiNet™ Administrative Areas, coverage for PA

MultiNet™ Post (ZIP+4 Centroids), coverage for PA

MultiNet® FGDC Metadata

Note:

¹Matchmaker SDK Professional is based on transaction pricing for 10 million geocodes. If the Licensee wishes to add more agencies and increase the geocoded transactions, the rate is \$1,836.73 per 100,000 geocodes.

²Data layers for the United States include State, County, Tract, Block Group, Block, Place (municipalities, i.e. incorporated places), Place (census designated, i.e. unincorporated place), MCD, CBSA. Data layers for Canada include Province, Census Division, Census Subdivision, Dissemination Area (beginning in 2010.09). Single yearly shipment.

Projection:

MultiNet, MultiNet Display, MultiNet Administrative Areas, and MultiNet Post will be projected from following:

ORIGIN: -1000000, -1000000
SYSTEM UNITS: 100

EXHIBIT A

DATUM: NAD83
PROJECTION: Albers
LATITUDE OF ORIGIN: 39.0 (degrees N)
CENTRAL MERIDIAN: -78.0 (degrees W; a.k.a Longitude of Origin)
FALSE EASTING: 0 (X shift)
FALSE NORTHING: 0 (Y shift)
STD. PARALLEL 1: 40.0 (degrees N)
STD. PARALLEL 2: 42.0 (degrees N)
UNITS: METERS

Coverage:

State of Pennsylvania, plus a county buffer of surrounding states as follows:

DE: New Castle

MD: Allegany, Baltimore, Carroll, Cecil, Frederick, Garrett, Hartford, Washington

NJ: Burlington, Camden, Cumberland, Gloucester, Hunterdon, Mercer, Middlesex,

Monmouth, Morris, Ocean, Passaic, Salem, Somerset, Sussex, Warren

NY: Allegany, Broome, Cattaraugus, Chautauqua, Chemung, Chenango, Delaware,

Orange, Schuyler, Steuben, Sullivan, Tioga, Tompkins

OH: Ashtabula, Belmont, Carroll, Columbiana, Harrison, Jefferson, Mahoning, Monroe,

Trumbull

VA: Frederick

WV: Berkeley, Brooke, Doddridge, Hampshire, Hancock, Harrison, Jefferson, Marion,

Marshall, Mineral, Monongalia, Morgan, Ohio, Preston, Taylor, Tyler, Wetzel

Update Frequency: Semi-Annual updates (two shipments per year)

Format Delivery: Shapefile and File Geodatabase for MultiNet™

License Term: This is a five (5) year license agreement from July 1, 2010 to June 30, 2015

License Fees

Upon execution of this agreement and receipt of purchase order from Licensee, Dell will issue a purchase order to ADCi. Upon ADCi's initial shipment of Product(s), ADCi will invoice Dell for the Year One Annual License Fee of Three Hundred Fifty One Thousand Dollars (\$351,000.00), and Dell will invoice Licensee for the Year One Annual License Fee of Three Hundred Fifty Eight Thousand One Hundred Sixty Three Dollars and Twenty Seven Cents (\$358,163.27).

In subsequent years, upon receipt of a purchase order from Licensee, Dell, or the successor software reseller contractor for the Commonwealth, will issue a fully executed purchase order to ADCi. Upon that year's initial shipment of the Product(s), ADCi will invoice Dell, or the successor vendor, for the subsequent year's Annual License Fee of Three Hundred Fifty One Thousand Dollars (\$351,000.00), and Dell, or the successor vendor, will invoice Licensee for the Annual License Fee of Three Hundred Fifty Eight Thousand One Hundred Sixty Three Dollars and Twenty Seven Cents (\$358,163.27).

Delivery

Licensed Product will be delivered via FedEx.

Note: This quote is valid for 30 days from May 10, 2010.

EXHIBIT A

Exhibit A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract an account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

EXHIBIT A

Exhibit B

CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
- 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
- d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth,
- e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
- g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents

EXHIBIT A

or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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Exhibit C

CONTRACTOR RESPONSIBILITY PROVISIONS

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

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Exhibit D Tax Offset Clause

The Contractor authorizes the Commonwealth to offset any past due state and local tax liabilities of the Contractor relating to amounts other than payable in the ordinary course and other than in good faith dispute or under contest or appeal by Contractor, as well as, any other amount due to the Commonwealth from the Contractor, against any payment due to the Contractor under this or any other contract with the Commonwealth.

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Exhibit E

AMERICANS WITH DISABILITIES ACT

a. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that, in performing its services under this Contract, it shall not cause any individual with a disability to be excluded from performance of the Contractor's services in this Contract on the basis of the disability. As a condition of accepting this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title I of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors. For purposes of clarity, the foregoing shall not be understood to the utility or functionality of any software to be provided by the Contractor under this Contract.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.