



Environmental Systems Research Institute, Inc., 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5943

RECEIVED

07 MAR - 8 AM 10:19
INFO TECHNOLOGY SERV

AMENDMENT NUMBER 1
TO
MASTER PURCHASE AGREEMENT No. 2003MPA6052 ("MPA")
BETWEEN
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. ("ESRI")
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
THE AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This Amendment No. 1 changes the MPA as follows:

ESRI GIS Portal Toolkit Terms and Conditions. The ESRI GIS Portal Toolkit Terms and Conditions, attached hereto, are added to the MPA. Said terms and conditions incorporate additional or different terms and conditions specifically and solely for the ESRI GIS Portal Toolkit and Related Materials.

Except as modified by this Amendment No. 1, the Agreement remains unchanged and in full force and effect. The parties hereto have executed this Amendment No. 1 to be effective, valid, and binding as of the date below as executed by their duly authorized representatives.

ACCEPTED AND AGREED:

MISSISSIPPI DEPARTMENT OF INFORMATION
TECHNOLOGY SERVICES
(Licensee)

Signature:

Printed Name: David L. Litchlitter

Title: Executive Director

Date: 2-21-07

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(ESRI)

Signature:

Printed Name: Laura Dangermond

Title: Vice President

Date: MAR 01 2007

ESRI GIS PORTAL TOOLKIT TERMS AND CONDITIONS

1.0 DEFINITIONS. The following additional definitions shall apply:

"Licensed GIS Portal Toolkit" shall mean the proprietary and/or copyrighted computer programs, program descriptions, and documentation developed by ESRI, including the compiled code and source code components listed in Exhibit A attached hereto.

"Related Materials" shall mean all printed materials, tools, user documentation, sample data, program descriptions, instructions, manuals, and reports pertaining to the Licensed GIS Portal Toolkit in sufficient detail to allow a trained programmer thorough study of such documentation to develop and maintain Custom Web Portal sites. Examples of Related Materials are provided in Exhibit A but are not intended to be all-inclusive.

"Copyrights" shall mean all the present and future copyrights of ESRI pertaining to the Licensed GIS Portal Toolkit and Related Materials.

"Intellectual Property Rights" shall mean the rights in patents, Copyrights, moral rights, and other intellectual and industrial property rights of ESRI pertaining to the Licensed GIS Portal Toolkit and Related Materials.

"Custom Web Portal" shall mean the web portal, web site, or online service in executable code, which was created and implemented by Licensee through use of the Licensed GIS Portal Toolkit. It is understood and agreed that the Custom Web Portal is and shall remain the sole property of the Licensee.

2.0 DELIVERY AND OWNERSHIP

ESRI has provided the Licensed GIS Portal Toolkit and Related Materials specifically identified in Exhibit A.

Licensee agrees that the Licensed GIS Portal Toolkit and Related Materials provided hereunder, and any copies thereof, in whole or in part, and all Intellectual Property Rights, including, without limitation, patent, Copyright, moral right, trademark, trade secret, and any other intellectual or industrial property rights, are and shall remain the sole property of ESRI. Licensee agrees that it will not use, copy, disclose, sell, assign, sublicense, or otherwise transfer the Licensed GIS Portal Toolkit or Related Materials, except as expressly provided herein.

3.0 LICENSE FOR USE AND REPRODUCTION

3.1 ESRI hereby grants to Licensee a limited, nonexclusive, nontransferable, fully paid-up, perpetual license to use the Licensed GIS Portal Toolkit and Related Materials to develop Custom Web Portal sites for Licensee's business operations, provided such Custom Web Portals are used solely in conjunction with ESRI's ArcIMS and ArcSDE software products duly licensed under the MPA, and for which the commercial license fees have been fully paid. The parties recognize that although certain components of the Licensed GIS Portal Toolkit may be included within a Custom Web Portal, the Custom Web Portal will consist primarily of compiled code created by Licensee. The parties agree Licensee does not have a right or license to further distribute the Licensed GIS Portal Toolkit or any source code module of same in its entirety.

Permitted uses include the following rights:

- A. To develop modifications to the Licensed GIS Portal Toolkit for the sole purpose of developing Custom Web Portal sites; and
- B. To reproduce and display, in whole or in part, such modified Licensed GIS Portal Toolkit to allow for (i) Licensee's use of the Licensed GIS Portal Toolkit and Related Materials for Licensee's business operations and (ii) hosting by Licensee of the Custom Web Portal site.

3.2 Uses Not Permitted

- A. Licensee shall not use, reverse engineer, disassemble, decompile, copy, disclose, sell, assign, sublicense, or otherwise transfer the Licensed GIS Portal Toolkit or Related Materials or permit others to do so, except as provided herein.

- B. Licensee shall not remove or obscure any ESRI patent, Copyright, trademark, or proprietary rights notices contained in or affixed to the Licensed GIS Portal Toolkit and Related Materials or permit others to do so.

3.3 The Licensed GIS Portal Toolkit and Related Materials may be copied, in whole or in part, for archival and disaster recovery purposes and for Licensee's own business operations, and only in the exercise of the license rights granted herein. Licensee agrees to reproduce any of ESRI's Copyright notices and any other proprietary legend appearing on or in the Licensed GIS Portal Toolkit and Related Materials and to include the same on all copies it makes, in whole or in part.

3.4 The Licensed GIS Portal Toolkit and Related Materials are owned by ESRI and its licensors and are protected by United States copyright laws and applicable international treaties and/or conventions. ESRI agrees that the Licensee may make an application for copyright registration in derivative works or compilations created by the Licensee based on the preexisting Licensed GIS Portal Toolkit, so long as Licensee identifies and discloses all respective ownership rights in any preexisting materials that comprise the derivative or compilation created by Licensee on the applicable forms of the United States Copyright Office or the applicable forms in other foreign jurisdictions.

4.0 TECHNICAL SUPPORT

ESRI shall provide the following technical support:

- A. Workshop: Licensee will attend a workshop, provided by ESRI or by an entity authorized by ESRI where instruction is provided on the use of the GIS Portal Toolkit and subsequent construction of a GIS portal, enabling Licensee to become acquainted with the Licensed GIS Portal Toolkit.
- B. Technical Assistance: In the event Licensee requires additional technical support in the implementation of the Licensed GIS Portal Toolkit, technical assistance and consultation will be available from ESRI to demonstrate and explain the use and operation of the Licensed GIS Portal Toolkit only to Licensee's staff who have completed the GIS Portal Toolkit workshop. Such technical assistance shall take the form of telephone or electronic mail consultation with a technical assistance contact to be determined by ESRI and be subject to the then-current ESRI policy identifying the number of technical assistance man-hours provided to Licensee at no charge. ESRI, at its sole discretion, may provide additional technical assistance as requested by Licensee at then-current ESRI consultation rates.

5.0 WARRANTY

5.1 Section 7.6 General Disclaimer in the General License Terms and Conditions version E200 5/04 which was attached to the MPA is modified to add "THE LICENSED GIS PORTAL TOOLKIT AND RELATED MATERIALS" to the products that are licensed "AS-IS".

EXHIBIT A
Licensed GIS Portal Toolkit and Related Materials

Compiled Code for the following modules:

- Catalog Service
- GIS Portal Toolkit Site Starter
- Map Viewer
- Synchronization Utility
- Harvesting Tool
- Channel Editor
- Portal Toolbar for ESRI ArcMap

Source Code for the following modules:

- Catalog Service
- GIS Portal Toolkit Site Starter JSP files
- Map Viewer
- Synchronization Utility

Related Materials:

- ESRI GIS Portal Toolkit Workshop lectures
- ESRI GIS Portal Toolkit Workshop exercises
- Online help and documentation