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BETA SITE AGREEMENT Contract No. 9682555

This Beta Site Agreement (Agreement) describes the objectives, terms, conditions, and responsibilities for conducting beta testing of ESRI® Software and Related Materials between Environmental Systems Research Institute, Inc. (ESRI), with its principal place of busines 380 New York Street, Redlands, California 92373-8100, andCity of_Redlands				
	e), having it			

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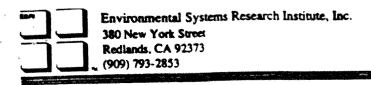
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At the sole discretion of the Beta Test Coordinator, ESRI reserves the right to determine which Software and Related Materials, subsequent interim beta release(s), and/or patch(es) will be made available to Beta Site to test during the term of the Agreement.

The intended purpose and objective of this beta test is to ensure that the ESRI Software and Related Materials:

- Meet the specifications as identified in its accompanying documentation; and
- Meet Software performance and reliability standards; and
- Meet Software maintainability standards.

Beta Site will provide experienced technical and support staff as needed for the duration of the test, and will complete and forward documentation of its testing program at the request of ESRI. Beta Site will maintain all results of testing in confidence and agrees not to disclose details pertaining to the Software, Related Materials, or test results.

The ESRI Beta Test Coordinator, identified when you receive the Software and Related Materials, will be the contact for user support services. Standard user support service is not available until the Software and Related Materials is commercially released.

The beta test may be discontinued at any time for any reason upon the receipt of written notice by either party. In such event, Beta Site may be requested by ESRI to return all Software and Related Materials provided to it during the beta test.

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	=	Environmental Systems Research Institute, Inc 380 New York Street Redlands, CA 92373 (909) 793-2853	: -
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5. Term and Termination of Beta License

The term of the Agreement is from September 1, 1995, to December 31, 1997, which shall be extended as necessary by ESRI. Upon receipt of announcement by ESRI that the beta test for the identified Software and Related Materials is complete, Beta Site will delete all beta versions of the Software and Related Materials from its computer system(s) or network(s), and either return or destroy all remaining Software and Related Materials. BETA SITE SHALL THEN CERTIFY IN WRITING TO ESRI THAT THE ABOVE STEPS HAVE BEEN TAKEN.

If the Beta Site has licensed a new release of the Software and Related Materials or is current on its software maintenance, as applicable, by the completion of the beta test, the Beta Site Agreement will terminate and the terms of the then-current ESRI Software License Agreement(s) that accompanies the Software and Related Materials shall have full force and effect or the preexisting ESRI Software License Agreement(s) will remain in effect, including the warranty and limitation of liability provisions therein.

6. Entire Agreement and Amendments

This Agreement and the Attachments which are incorporated by reference constitute the sole and entire agreement of the parties as to the matter set forth herein and supersede any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any amendments to this Agreement must be in writing and signed by an authorized representative of each party.

Attachment A ESRI Software License Agreements (ARC/INFO Software, Related

Materials, and Extension Licenses)

Attachment B ESRI Software License Agreements (Desktop Software, Related Materials,

and Extension Licenses)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

CITY OF REDLANDS (Beta Site) By: Authorized Signature	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) By: Authorized Signature	
Printed Name: Swen Larson	Printed Name: LAURA DANGERMOND	
Title: Mayor	Title: VICE PRESIDENT	
Date: July 16, 1996 ATTEST: Cayled City Clerk	Date:AUG 0 2 1996	

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ATTACHMENT A ESRI SOFTWARE LICENSE AGREEMENT

COMMERCIAL and STATE GOVERNMENTS
Contract No. 965255

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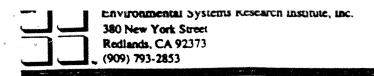
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Severability: If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

No Implied Waivers: No failure or delay by ESRI in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by ESRI.

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Attachment A—Registered Client Information Attachment B—Licensed Configuration

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

CITY OF R	EDLANDS	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	
(Licensee) Authorized Signature		By: Authorized Signature (ESRI) Authorized Signature	
Printed Name:	Swen Larson	Printed Name: LAURA DANGERMOND	
Title:	Mayor	Title: VICE PRESIDENT	
Date:	July 16, 1996	Date:AUG 0 2 1996	
ATTEST:			

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Governing Low: This Agreement is governed by the laws of the United States of America and the State of California without reference to conflict of laws

Entire Agreement: The parties agree that this constitutes the sole and entire agreement of the parties as to the manter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto and is effective, valid, and binding upon the parties.

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